Table of Contents

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

FORM 8-K

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

Date of Report (Date of earliest event reported): February 22, 2011

CVR ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-33492**	**61-1512186**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479

(Address of principal executive offices, including zip code)

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

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

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

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

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

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

TABLE OF CONTENTS

Item 1.01. Entry into a Material Definitive Agreement

Overview

On February 22, 2011, Coffeyville Resources, LLC ("CRLLC"), Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC and Coffeyville Resources Terminal, LLC (collectively, together with CRLLC, the "Borrowers"), and certain of CRLLC's holding companies and other subsidiaries (collectively, together with the Borrowers, the "Credit Parties") entered into a credit agreement (the "ABL Credit Facility") with a group of lenders and Deutsche Bank Trust Company Americas ("Deutsche Bank") as administrative agent and collateral agent.

The ABL Credit Facility is a senior secured asset based revolving credit facility in an aggregate principal amount of up to $250.0 million with an incremental facility, which permits an increase in borrowings of up to $250.0 million in the aggregate subject to additional lender commitments and certain other conditions. The proceeds of the loans may be used for capital expenditures and working capital and general corporate purposes of CRLLC and its subsidiaries. The ABL Credit Facility provides for loans and letters of credit in an amount up to the aggregate availability under the facility, subject to meeting certain borrowing base conditions, with sub-limits of 10% of the total facility commitment for swingline loans and 90% of the total facility commitment for letters of credit.

The borrowing base at any time equals the lesser of

- the sum of (without duplication):
  - the aggregate amount of unrestricted cash and qualified cash equivalents held in deposit accounts or securities accounts that are subject to a control agreement and a first priority lien, plus
  - 85% of eligible accounts, plus
  - 85% of eligible unbilled accounts, plus
  - 80% of eligible refinery hydrocarbon inventory (subject to increase on the basis of a fixed charge coverage ratio test), plus
  - the lesser of (i) 80% of the eligible exchange agreement positive balance and (ii) $10.0 million, plus
  - prior to the disposition of the fertilizer business of certain Credit Parties, the lesser of (i) 65% of eligible fertilizer inventory and (ii) $10 million or, if an appraisal has been provided within the six months prior to any such date of determination, 85% of such appraised net orderly liquidation value of all eligible fertilizer inventory, plus

- 80% of eligible in-transit crude oil, plus
- 100% of the value of paid but unexpired standby letters of credit, minus
- the aggregate amount of reserves then established,

and;

- a borrowing base under the indentures governing the outstanding first lien notes and second lien notes of CRLLC and Coffeyville Finance Inc., in an amount equal to (i) 90% of all accounts receivables and (ii) 85% of the book value of all inventory.

Furthermore, all borrowings under the ABL Credit Facility are subject to the satisfaction of customary conditions, including absence of a default and accuracy of representations and warranties.

Interest Rate and Fees

At the Borrowers' option, loans under the ABL Credit Facility initially bear interest at an annual rate equal to (i) 3.00% plus LIBOR or (ii) 2.00% plus a base rate, subject to a 0.25% step-down based on the previous quarter's excess availability.

The Borrowers must also pay a commitment fee to the lenders under the ABL Credit Facility equal to: (i) 0.375% per annum if utilization under the facility is equal to or greater than 66% of the total commitments, (ii) 0.50% per annum if utilization under the facility is equal to or greater than 33% but less than 66.0% of the total commitments, and (ii) 0.625% per annum if utilization under the facility is less than 33.0% of the total commitments. The Borrowers must also pay customary letter of credit fees equal to the applicable margin on LIBOR loans on the maximum amount available to be drawn under, and customary facing fees equal to 0.125% of the face amount of, each letter of credit.

Mandatory and Voluntary Repayments

We are required to repay amounts outstanding under the ABL Credit Facility under specified circumstances, including with the proceeds of certain asset sales. In addition, we are permitted to voluntarily prepay amounts outstanding under the ABL Credit Facility at any time.

Amortization and Final Maturity

There is no scheduled amortization under the ABL Credit Facility. All outstanding loans under the facility are due and payable in full on August 22, 2014.

Guarantees and Security

The obligations under the ABL Credit Facility and related guarantees are secured by a first priority security interest in the Credit Parties' inventory, accounts receivable and

related assets and a second priority security interest in substantially all of the Credit Parties' other assets, in each case subject to exceptions.

In connection with the entering into the ABL Credit Facility, on February 22, 2011, the, (i) the Credit Parties and Deutsche Bank, as collateral agent for the secured parties in respect of the ABL Credit Facility, entered into an ABL pledge and security agreement (the "ABL Security Agreement") and (ii) Deutsche Bank, as collateral agent for the secured parties in respect of the ABL Credit Facility, Wells Fargo Bank, National Association, as collateral trustee for the secured parties in respect of the outstanding first lien notes, and the outstanding second lien notes and certain subordinated liens, respectively, and the Credit Parties entered into an intercreditor agreement (the "Intercreditor Agreement"), which agreement, among other things, sets forth the relative priority of the respective liens in the collateral and the rights with respect thereto.

Restrictive Covenants and Other Matters

The ABL Credit Facility requires CRLLC in certain circumstances to comply with a minimum fixed charge coverage ratio test, and contains other restrictive covenants that limit CRLLC's ability and the ability of its subsidiaries to, among other things, incur liens, engage in a consolidation, merger, purchase or sale of assets, pay dividends, incur indebtedness, make advances, investment and loans, enter into affiliate transactions, issue equity interests, or create subsidiaries and unrestricted subsidiaries.

The ABL Credit Facility contains certain customary representations and warranties, affirmative covenants and events of default.

The descriptions of the ABL Credit Facility, the ABL Security Agreement and the Intercreditor Agreement above are qualified in their entirety by reference to the full text of the agreements, attached hereto as exhibits 1.1, 1.2 and 1.3, respectively, each of which is incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

In connection with the entering into the ABL Credit Facility, on February 22, 2011, CRLLC repaid in full its obligations and terminated the commitments under its existing credit facility, pursuant to the Second Amended and Restated Credit and Guaranty Agreement dated as of December 28, 2006, as amended, among CRLLC, as borrower, certain of its affiliates, as guarantors party thereto, Credit Suisse AG, Cayman Islands Branch, as the administrative agent, the collateral agent named therein, the lenders party thereto from time to time and the other parties thereto.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure required by this item and included in Item 1.01 above is incorporated by reference.

Table of Contents

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are being furnished as part of this Current Report on Form 8-K:

1.1 ABL Credit Agreement, dated as of February 22, 2011, among Coffeyville Resources, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC and Coffeyville Resources Terminal, LLC, the Holdings Companies (as defined therein), the Subsidiary Guarantors (as defined therein), certain other Subsidiaries of the Holding Companies or Coffeyville Resources, LLC from time to time party thereto, the lenders from time to time party thereto, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent.

1.2 ABL Pledge and Security Agreement, dated as of February 22, 2011, among Coffeyville Resources, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC and Coffeyville Resources Terminal, LLC, the Holdings Companies (as defined therein), certain other Subsidiaries of the Holding Companies party thereto from time to time, and Deutsche Bank Trust Company Americas, as Collateral Agent.

1.3 ABL Intercreditor Agreement, dated as of February 22, 2011, among Coffeyville Resources, LLC, Coffeyville Finance Inc., Deutsche Bank Trust Company Americas, as collateral agent for the secured parties, Wells Fargo Bank, National Association, as collateral trustee for the secured parties in respect of the outstanding first lien notes, and the outstanding second lien notes and certain subordinated liens, respectively, and the Guarantors (as defined therein).

Table of Contents

SIGNATURES

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

Date: February 28, 2011

CVR ENERGY, INC.

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

EXHIBIT 1.1

EXECUTION COPY

ABL CREDIT AGREEMENT
among
COFFEYVILLE PIPELINE, INC.,
COFFEYVILLE REFINING & MARKETING, INC.,
COFFEYVILLE NITROGEN FERTILIZERS, INC.,
COFFEYVILLE CRUDE TRANSPORTATION, INC.,
COFFEYVILLE TERMINAL, INC.
and
CL JV HOLDINGS, LLC,
as Holding Companies,

COFFEYVILLE RESOURCES, LLC,
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC,
COFFEYVILLE RESOURCES REFINING & MARKETING, LLC,
COFFEYVILLE RESOURCES PIPELINE, LLC,
COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC and
COFFEYVILLE RESOURCES TERMINAL, LLC,
as Borrowers,

CERTAIN OTHER SUBSIDIARIES OF THE HOLDING COMPANIES
AND/OR COFFEYVILLE RESOURCES, LLC
FROM TIME TO TIME PARTY HERETO,
VARIOUS LENDERS,

JPMORGAN CHASE BANK, N.A.,
as SYNDICATION AGENT,

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as COLLATERAL AGENT and ADMINISTRATIVE AGENT,

DEUTSCHE BANK TRUST COMPANY AMERICAS,
JPMORGAN CHASE BANK, N.A.
and
WELLS FARGO CAPITAL FINANCE, LLC,
as CO-ABL COLLATERAL AGENTS,
and
THE ROYAL BANK OF SCOTLAND PLC,
SUNTRUST BANK
and
WELLS FARGO CAPITAL FINANCE, LLC,
as Co-Documentation Agents

Dated as of February 22, 2011

DEUTSCHE BANK SECURITIES INC.
and
J.P. MORGAN SECURITIES LLC,
as JOINT LEAD ARRANGERS and JOINT BOOK RUNNERS

ABL CREDIT AGREEMENT, dated as of February 22, 2011, among COFFEYVILLE PIPELINE, INC., a Delaware corporation ("Pipeline"), COFFEYVILLE REFINING & MARKETING, INC., a Delaware corporation ("Refining Inc"), COFFEYVILLE NITROGEN FERTILIZERS, INC., a Delaware corporation ("Fertilizer Inc"), COFFEYVILLE CRUDE TRANSPORTATION, INC., a Delaware corporation ("Transportation"), COFFEYVILLE TERMINAL, INC., a Delaware corporation ("Terminal"), CL JV HOLDINGS, LLC, a Delaware limited liability company ("CL JV" and, together with Pipeline, Refining Inc, Fertilizer Inc, Transportation and Terminal, each a "Holding Company" and, collectively, the "Holding Companies"), COFFEYVILLE RESOURCES, LLC, a Delaware limited liability company (the "Company"), COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC, a Delaware limited liability company ("Fertilizer LLC"), COFFEYVILLE RESOURCES REFINING & MARKETING, LLC, a Delaware limited liability company ("Refining LLC"), COFFEYVILLE RESOURCES PIPELINE, LLC, a Delaware limited liability company ("Pipeline LLC"), COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC, a Delaware limited liability company ("Transportation LLC"), COFFEYVILLE RESOURCES TERMINAL, LLC, a Delaware limited liability company ("Terminal LLC"), each other entity that becomes a Borrower pursuant to Section 10.12(a) (together with the Company, Refining LLC, Fertilizer LLC, Pipeline LLC, Transportation LLC and Terminal LLC, each, a "Borrower" and, collectively, the "Borrowers"), CERTAIN SUBSIDIARIES OF THE HOLDING COMPANIES AND/OR THE COMPANY party hereto from time to time as Subsidiary Guarantors, the Lenders party hereto from time to time, JPMORGAN CHASE BANK, N.A., as Syndication Agent, DEUTSCHE BANK TRUST COMPANY AMERICAS, JPMORGAN CHASE BANK, N.A. and WELLS FARGO CAPITAL FINANCE, LLC, as Co-ABL Collateral Agents, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent and Collateral Agent. All capitalized terms used herein and defined in Section 1.01 are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, on or prior to the date hereof, the Company intends to repay in full all outstandings and terminate all commitments under the existing credit facility of the Holding Companies, the Company and their Subsidiaries pursuant to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of December 28, 2006, entered into among the Company, the Holding Companies, certain other Subsidiaries of the Holding Companies and/or the Company party thereto, Credit Suisse, as administrative agent, certain other agents named therein and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, the sources of funds needed to effect the Refinancing and to pay fees and expenses incurred in connection with the Transaction (the "Transaction Costs") and to provide for the working capital needs and general corporate requirements of the Company and its Subsidiaries after giving effect to the Transaction shall be provided partially through the senior secured revolving credit facility provided herein;

WHEREAS, in order to effect the Refinancing, to pay the Transaction Costs and to provide for the general corporate purposes and working capital of the Company and its Subsidiaries, the Holding Companies and the Borrowers have requested that the Lead Arrangers arrange, and the Lenders provide, a senior secured revolving credit facility in the form of this Agreement; and

WHEREAS, subject to and upon the terms and conditions set forth herein, the Lead Arrangers have arranged, and the Lenders are willing to make available to the Borrowers, the senior secured revolving credit facility provided for herein;

NOW, THEREFORE, IT IS AGREED:

SECTION 1. Definitions and Accounting Terms.

1.01. Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"ABL Priority Collateral" shall have the meaning provided in the Intercreditor Agreement.

"Account" shall mean an "account" as such term is defined in Article 9 of the UCC, and any and all supporting obligations in respect thereof.

"Account Debtor" shall mean each Person who is obligated on an Account.

"Acquired Entity or Business" shall mean either (x) the assets constituting a business, division or product line of any Person not already a Subsidiary or Unrestricted Subsidiary of a Holding Company or (y) more than 50% of the Equity Interests of any such Person, which Person shall, as a result of the acquisition of such Equity Interests, become a Borrower or a Subsidiary Guarantor (or shall be merged with and into a Borrower or a Subsidiary Guarantor, with such Borrower or such Subsidiary Guarantor being the surviving or continuing Person).

"Additional Margin" shall have the meaning provided in Section 2.15(a).

"Additional Security Documents" shall have the meaning provided in Section 9.12.

"Adjustable Applicable Margins" shall have the meaning provided in the definition of Applicable Margin.

"Administrative Agent" shall mean Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent for the Lenders hereunder and under the other Credit Documents, and shall include any successor to the Administrative Agent appointed pursuant to Section 12.09.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power (i) to vote 10% or more of the securities having ordinary voting power for the election of directors (or equivalent governing body) of such Person or (ii) to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, (x) that none of the Administrative Agent, any Lender or any of their respective Affiliates shall be considered an Affiliate of any Credit Party or any Subsidiary thereof and (y) that for the purposes of the definitions of "Eligible Accounts", "Exchange Agreement" and "Exchange Agreement Positive Balance" only, no operating portfolio company of any Sponsor (other than the Credit Parties and their respective Subsidiaries) shall constitute an Affiliate of any Holding Company or any of its Subsidiaries so long as the underlying transaction giving rise to the respective Eligible Account and such Eligible Account itself, the respective Exchange Agreement and such Exchange Agreement Positive Balance satisfy the introductory paragraph of Section 10.06.

"Agent Advance" shall have the meaning provided in Section 2.01(e).

"Agent Advance Amount" shall have the meaning provided in Section 2.01(e).

"Agent Advance Period" shall have the meaning provided in Section 2.01(e).

"Agents" shall mean, collectively, the Administrative Agent, the Collateral Agent and the Co-ABL Collateral Agents, and individually, shall mean any one of the Administrative Agent, the Collateral Agent or a Co-ABL Collateral Agent

"Aggregate Exposure" shall mean, at any time, the sum of (a) the aggregate principal amount of all Revolving Loans then outstanding, (b) the aggregate amount of all Letter of Credit Outstandings at such time (exclusive of Letter of Credit Outstandings which are repaid with the proceeds of, and simultaneously with the incurrence of, the respective incurrence of Loans) and (c) the aggregate principal amount of all Swingline Loans then outstanding (exclusive of Swingline Loans which are repaid with the proceeds of, and simultaneously with the incurrence of, the respective incurrence of Revolving Loans).

"Agreement" shall mean this credit agreement, as modified, supplemented, amended, restated (including any amendment and restatement hereof), extended or renewed from time to time.

"Anti-Terrorism Laws" shall have the meaning provided in Section 8.23(a).

"Applicable Commitment Commission Percentage" shall mean for each calendar month (or, if shorter, the period from the Effective Date to the last day of such calendar month), (i) if for the immediately preceding calendar month (or such shorter period, as the case may be) the daily average Aggregate Exposure is equal to or greater than 66% of the Total Revolving Loan Commitment, 0.375% per annum, (ii) if for the immediately preceding calendar month (or such shorter period, as the case may be) the daily average Aggregate Exposure is equal to or greater than 33% but less than 66% of the Total Revolving Loan Commitment, 0.50% per annum, and (iii) if for the immediately preceding calendar month (or such shorter period, as the case may be) the daily average Aggregate Exposure is less than 33% of the Total Revolving Loan Commitment, 0.625%. From and after the Extension, with respect to any Extended Revolving Loan Commitments and Extended Loans, the Applicable Commitment Commission Percentage specified for such Extended Revolving Loan Commitments and Extended Loans shall be those set forth in the applicable definitive documentation thereof.

"Applicable Margin" initially shall mean a percentage per annum equal to (i) in the case of Revolving Loans maintained as (A) Base Rate Loans, 2.00%, and (B) LIBOR Loans, 3.00%, and (ii) in the case of Swingline Loans, 2.00%. From and after each day of delivery of any certificate delivered in accordance with the first sentence of the following paragraph indicating an entitlement to a different margin for any Loans than that described in the immediately preceding sentence (each, a "Start Date") to and including the applicable End Date described below, the Applicable Margins for such Loans (hereinafter, the "Adjustable Applicable Margins") shall be those set forth below opposite the Historical Excess Availability indicated to have been achieved in any certificate delivered in accordance with the following sentence:

Level	Historical Excess Availability	Revolving Loans Maintained as LIBOR Loans	Revolving Loans and Swingline Loans Maintained as Base Rate Loans
I	Greater than 50% of Availability	2.75%	1.75%
II	Equal to or less than 50% of Availability	3.00%	2.00%

The Historical Excess Availability used in a determination of Adjustable Applicable Margins shall be determined based on the delivery of a certificate of an Authorized Officer of the Company (each, a "Quarterly Pricing Certificate") to the Administrative Agent (with a copy to be sent by the Administrative Agent to each Lender), within 5 days after the last day of any Fiscal Quarter of the Company, which Quarterly Pricing Certificate shall set forth the calculation of the Historical Excess Availability as at the last day of the Fiscal Quarter ended immediately prior to the relevant Start Date. The Adjustable Applicable Margins so determined shall apply, except as set forth in the succeeding sentence, from the relevant Start Date to the earlier of (x) the date on which the next Quarterly Pricing Certificate is delivered to the Administrative Agent and (y) the date which is 5 days following the last day of the Fiscal Quarter in which the previous Start Date occurred (such earlier date, the "End Date"), at which time, if no Quarterly Pricing Certificate has been delivered to the Administrative Agent indicating an entitlement to new Adjustable Applicable Margins (and thus commencing a new Start Date), the Adjustable Applicable Margins shall be those that correspond to a Historical Excess Availability at Level II (such Adjustable Applicable Margins as so determined, the "Highest Adjustable Applicable Margins"). Notwithstanding anything to the contrary contained above in this definition, (i) the Adjustable Applicable Margins shall be the Highest Adjustable Applicable Margins at all times during which there shall exist any Event of Default, (ii) at all times prior to the date of delivery of the Quarterly Pricing Certificate for the Fiscal Quarter of the Company ending September 30, 2011, the Adjustable Applicable Margins shall be maintained at Level II above, (iii) from and after the most recent Incremental Commitment Date for any Incremental Commitment Agreement pursuant to which the Applicable Margins and Adjustable Applicable Margins have been increased above the Applicable Margins and the Adjustable Applicable Margins in effect immediately prior to such Incremental Commitment Date, each of the Applicable Margins and the Adjustable Applicable Margins shall be increased to those respective percentages per annum set forth in the applicable Incremental Commitment Agreement, and (iv) from and after the Extension, with respect to any Extended Loans, the Applicable Margins and Adjustable Applicable Margins specified for such Extended Loans shall be those specified in the applicable definitive documentation thereof.

"Asset Sale" shall mean any sale, transfer or other disposition by any Holding Company or any of its respective Subsidiaries to any Person (including by way of redemption by such Person), other than to any Holding Company or a Wholly-Owned Subsidiary of any Holding Company, of any asset (including any capital stock or other securities of, or Equity Interests in, another Person), but excluding sales of assets pursuant to Sections 10.02(b), (c), (g), (h), (i), (j), (k), (m), (n), (o), (p)(ii)(x) and (q).

"Asset Sale Proceeds Account" shall mean one or more deposit accounts or securities accounts holding solely the proceeds of any sale or other disposition of any Notes Priority Collateral (and only such Collateral) that are required to be held in such account or accounts pursuant to the terms of the First Lien Notes Indenture, the Refinancing First Lien Notes Indenture and/or any Qualified Secured Debt Document (in each case, to the extent that (x) any such Indebtedness has a Lien on the Notes Priority Collateral that is senior to the Lien of the Obligations on such Notes Priority Collateral and (y) any such deposit accounts or securities accounts are subject to the terms of the Intercreditor Agreement and are being held for the benefit of the Secured Parties as well).

"Assignment and Assumption Agreement" shall mean an Assignment and Assumption Agreement substantially in the form of Exhibit J (appropriately completed).

"Authorized Officer" shall mean, with respect to (i) delivering Notices of Borrowing, Notices of Conversion/Continuation, Letter of Credit Requests and similar notices, any person or persons that has or have been authorized

by the board of directors of the Company or the respective other Borrower (and any person or persons authorized by any such person or persons) to deliver such notices pursuant to this Agreement and that has or have appropriate signature cards on file with the Administrative Agent, the Swingline Lender or the respective Issuing Lender, (ii) delivering financial information and officer's certificates pursuant to this Agreement, the chief financial officer, the treasurer or the principal accounting officer of the Company, and (iii) any other matter in connection with this Agreement or any other Credit Document, any officer (or a person or persons so designated by any officer) of the Company or the respective other Borrower.

"Availability" at any time shall mean the lesser of (i) the Borrowing Base at such time and (ii) the Total Revolving Loan Commitment at such time.

"Back Stop Arrangements" shall mean, collectively, Letter of Credit Back Stop Arrangements and Swingline Back Stop Arrangements.

"Bank Product Reserve" shall mean a reserve established by the Co-ABL Collateral Agents from time to time in respect of the Credit Parties' liabilities (or potential liabilities) as part of their cash management system such as, but not limited to, reserves for returned items, customary charges for maintaining Deposit Accounts and similar items.

"Bankruptcy Code" shall have the meaning provided in Section 11.05.

"Base Rate" shall mean, at any time, the highest of (i) the Prime Lending Rate at such time, (ii) ½ of 1% per annum in excess of the overnight Federal Funds Rate at such time, and (iii) the LIBO Rate for a LIBOR Loan denominated in Dollars with a one month Interest Period commencing on such day plus 1.00%. For purposes of this definition, the LIBO Rate shall be determined using the LIBO Rate as otherwise determined by the Administrative Agent in accordance with the definition of LIBO Rate, except that (x) if a given day is a Business Day, such determination shall be made on such day (rather than two Business Days prior to the commencement of an Interest Period) or (y) if a given day is not a Business Day, the LIBO Rate for such day shall be the rate determined by the Administrative Agent pursuant to preceding clause (x) for the most recent Business Day preceding such day. Any change in the Base Rate due to a change in the Prime Lending Rate, the Federal Funds Rate or such LIBO Rate shall be effective as of the opening of business on the day of such change in the Prime Lending Rate, the Federal Funds Rate or such LIBO Rate, respectively.

"Base Rate Loan" shall mean (i) each Swingline Loan and (ii) each Revolving Loan designated or deemed designated as such by the relevant Borrower at the time of the incurrence thereof or conversion thereto.

"Bi-Weekly Borrowing Base Period" shall mean any period (a) commencing on the date on which (x) Excess Availability is less than 65.0% of Availability for a period of three consecutive Business Days or (y) Excess Availability is less than 50.0% of Availability and (b) ending on the first date thereafter on which Excess Availability has been equal to or greater than 65.0% of Availability for 30 consecutive days; provided that during any Weekly Borrowing Base Period, a Bi-Weekly Borrowing Base Period shall be deemed not to exist.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Borrower" and "Borrowers" shall have the meaning provided in the first paragraph of this Agreement; provided that "Borrower" shall not include Fertilizer LLC, for all purposes of this Agreement and the other Credit Documents, from and after the release of Fertilizer LLC pursuant to Section 15(a) in connection with the Permitted Fertilizer Event.

"Borrowing" shall mean the borrowing of one Type of Revolving Loan from all the Lenders, or from the Swingline Lender in the case of Swingline Loans, on a given date (or resulting from a conversion or conversions on such date) having in the case of LIBOR Loans the same Interest Period, provided that Base Rate Loans incurred pursuant to Section 2.10(b) shall be considered part of the related Borrowing of LIBOR Loans.

"Borrowing Base" shall mean, as of any date, the amount equal to the lesser of:

(a) the sum of (without duplication) (i) the aggregate amount of Unrestricted cash and Qualified Cash Equivalents of the Borrowers held in Deposit Accounts or Securities Accounts in each case subject to a Cash Management Control Agreement and in which the Collateral Agent has a First Priority Lien, plus (ii) 85.0% of Eligible Accounts, plus (iii) 85.0% of Eligible Unbilled Accounts, plus (iv) 80.0% of Eligible Refinery Hydrocarbon Inventory, provided that, if the Company shall be in compliance with a Fixed Charge Coverage Ratio of not less than 1.50:1.00 for the Test Period then most recently ended, the amount under this clause (iv) shall be increased by the lesser of (A) 5.0% of Eligible Refinery Hydrocarbon Inventory stored at the Cushing Storage Facility and (B) $10,000,000, plus (v) the lesser of (A) 80.0% of the Eligible Exchange Agreement Positive Balance and (B) $10,000,000, plus (vi) prior to the Permitted Fertilizer Event, the lesser of (A) 65.0% of Eligible Fertilizer Inventory and (B) $10,000,000 or, if an appraisal satisfactory to the Co-ABL Collateral Agents of the Net Orderly Liquidation

Value of all Eligible Fertilizer Inventory has been provided upon request of the Company in its sole discretion within the six months prior to any such date of determination, 85.0% of such appraised Net Orderly Liquidation Value of all Eligible Fertilizer Inventory, plus (vii) 80.0% of Eligible In-Transit Crude Oil, plus (viii) 100% of the value of Paid but Unexpired Standby Letters of Credit, minus (ix) the aggregate amount of the Reserves then established by the Co-ABL Collateral Agents; and

(b) to the extent that the Company or any of the other Borrowers are required to comply with Section 4.09(b)(2) of the First Lien Notes Indenture or Section 4.09(b)(2) of the Second Lien Notes Indenture, the Note Indenture Borrowing Base at such time.

For any purpose under any Credit Documents requiring the determination of the Borrowing Base, such Borrowing Base shall be the Borrowing Base as set forth in the most recently delivered Borrowing Base Certificate delivered to the Administrative Agent in accordance with Section 9.01(j); provided that the Borrowing Base determined pursuant to clause (a) above shall be adjusted on a daily basis to reflect the aggregate amount under clause (a)(i) above as of the open of business on each Business Day as verified by the Administrative Agent. The Co-ABL Collateral Agents shall have the right (but not the obligation) to review such computations and if, in their Permitted Discretion, such computations have not been calculated in accordance with the terms of this Agreement, the Co-ABL Collateral Agents shall have the right to correct any such errors in such manner they shall determine in their Permitted Discretion.

"Borrowing Base Certificate" shall have the meaning provided in Section 9.01(j).

"Business" shall mean any corporation, limited liability company, partnership or other business entity (or the adjectival form thereof, where appropriate) or the equivalent of the foregoing in any foreign jurisdiction.

"Business Day" shall mean (i) for all purposes other than as covered by clause (ii) below, any day except Saturday, Sunday and any day which shall be in New York, New York, a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close and (ii) with respect to all notices and determinations in connection with, and payments of principal and interest on, LIBOR Loans, any day which is a Business Day described in clause (i) above and which is also a day for trading by and between banks in U.S. dollar deposits in the London interbank market.

"Calculation Period" shall mean, with respect to any Permitted Acquisition, any Significant Asset Sale or any other event expressly required to be calculated on a Pro Forma Basis pursuant to the terms of this Agreement, the Test Period most recently ended prior to the date of such Permitted Acquisition, Significant Asset Sale or other event for which financial statements have been delivered to the Lenders pursuant to this Agreement.

"Canadian Governmental Authority" shall mean the government of Canada or any political subdivision thereof, whether provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Canadian Insolvency Laws" shall mean any of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), and the *Winding-Up and Restructuring Act* (Canada), each as now and hereafter in effect, and any successors to such statutes and any proceeding under applicable corporate law seeking an arrangement of, or stay of proceedings to enforce, some or all of the debts of the corporation.

"Canadian Priority Payables" shall mean, at any time, with respect to any Credit Party:

(a) the amount past due and owing by such Credit Party, or the accrued amount for which such Credit Party has an obligation to remit, to a Canadian Governmental Authority or other Person pursuant to any applicable law, rule or regulation, in respect of (i) pension fund obligations, (ii) Canada Pension Plan and Québec Pension Plan, (iii) employment insurance, (iv) harmonized sales taxes, provincial sales taxes; excise taxes; employee income taxes, and other taxes payable or to be remitted or withheld, (v) workers' compensation, (vi) wages, (vii) vacation pay and (ix) other like charges and demands, in each case, in respect of which any Canadian Governmental Authority or other Person may claim a Lien, trust or other claim ranking or capable of ranking in priority to or *pari passu* with one or more of the Liens granted in the Security Documents;

(b) the aggregate of any other amounts for which provision for payment is required to be made pursuant to Section 6 of the *Companies' Creditors Arrangement Act* (Canada) or Section 60 of the *Bankruptcy and Insolvency Act* (Canada) (as such provisions may be amended, supplemented or replaced from time to time), in order to obtain court's sanction or approval of an arrangement, compromise or proposal; and

(c) the aggregate amount of any other liabilities of such Credit Party (i) in respect of which a trust has

been or may be imposed on any Collateral to provide for payment or (ii) which are secured by a Lien, right or other claim on any Collateral which has not been subordinated to the Liens securing the Obligations under the Security Documents on a basis satisfactory to the Co-ABL Collateral Agents or (iii) the holder of which enjoys a right, in each case, pursuant to any applicable law, rule or regulation and which trust, Lien, right or claim ranks or is capable of ranking in priority to or *pari passu* with one or more of the Liens granted in the Security Documents.

"Capital Expenditures" shall mean, with respect to any Person, all expenditures by such Person which should be capitalized in accordance with GAAP and, without duplication, the amount of all Capitalized Lease Obligations incurred by such Person.

"Capitalized Lease Obligations" shall mean, with respect to any Person, all rental obligations of such Person which, under GAAP, are or will be required to be capitalized on the books of such Person, in each case taken at the amount thereof accounted for as indebtedness in accordance with such principles.

"Cash Equivalents" shall mean, as to any Person, (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than two years from the date of acquisition, (ii) time deposits, demand deposits, money market deposits, certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year from the date of acquisition and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $250,000,000 (or $100,000,000 in the case of a non-U.S. bank), (iii) repurchase obligations for underlying securities of the types set forth in clauses (i), (ii) and (vi) of this definition entered into with any financial institution meeting the qualifications specified in clause (ii) above, (iv) commercial paper rated at least P-1 by Moody's or at least A-1 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within two years after the date of acquisition, (v) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively, or liquidity funds or other similar money market mutual funds, with a rating of at least Aaa by Moody's or AAAm by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency), (vi) securities issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority of any such state, commonwealth or territory or any public instrumentality thereof, maturing within two years from the date of acquisition thereof and having an investment grade rating from Moody's or S&P, (vii) money market funds (or other investment funds) at least 95% of the assets of which constitute Cash Equivalents of the kinds set forth in clauses (ii) through (vi) of this definition, (viii) Euros or any national currency of any participating member state of the EMU, (ix) local currency held by any Borrower or any Subsidiary thereof from time to time in the ordinary course of business, (x) securities issued or directly and fully guaranteed by the sovereign nation or any agency thereof (provided that the full faith and credit of such sovereign nation is pledged in support thereof) in which any Borrower or any Subsidiary thereof is organized or is conducting business having maturities of not more than one year from the date of acquisition and (xi) investments of the type and maturity set forth in clauses (ii) through (vi) above of foreign obligors, which investments or obligors satisfy the requirements and have ratings set forth in such clauses.

"Cash Management Control Agreement" shall mean a "control agreement" in form and substance reasonably acceptable to the Administrative Agent.

"Cash Management Services" shall mean treasury, depositary or cash management services (including overnight overdraft services), automated clearinghouse transfers of funds and purchasing, credit and debit card services.

"Change in Tax Law" shall mean the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (including the Code), treaty, regulation or rule (or in the official application or interpretation of any law, treaty, regulation or rule, including a holding, judgment or order by a court of competent jurisdiction) relating to taxation.

"Change of Control" shall mean, at any time, (i) any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) shall have acquired (a) beneficial ownership of 35% or more on a fully diluted basis of the voting Equity Interests of Parent, in the aggregate, or (b) the power (whether or not exercised) to elect a majority of the members of the board of directors (or similar governing body) of Parent; (ii) Parent shall cease to beneficially own and control, directly or indirectly (including through any Holding Company), 100% on a fully diluted basis of the economic and voting interest in the Equity Interests of each Borrower (other than (i) Fertilizer LLC upon the consummation of the Permitted Fertilizer Event and (ii) prior to the Permitted Fertilizer Event, the ownership by CVR GP of incentive distribution rights in the MLP as provided in the Partnership Agreement (as in effect on the Effective Date)); (iii) the Holding Companies (on a collective basis) shall cease to beneficially own and control 100% on a fully diluted basis of the economic and voting interest in the Equity Interests of each Borrower (other than (i) Fertilizer LLC upon the consummation of the Permitted Fertilizer Event and (ii) prior to the Permitted Fertilizer Event, the ownership by CVR GP of existing incentive distribution rights in the MLP as provided in the Partnership Agreement (as in effect on the Effective Date)); (iv) the majority of the seats (other than vacant seats) on the board of directors (or similar governing body) of Parent cease to be occupied by Persons who either

(a) were members of the board of directors (or similar governing body) of Parent on the Effective Date or (b) were nominated for election by the board of directors (or similar governing body) of Parent, a majority of whom were directors on the Effective Date or whose election or nomination for election was previously approved by a majority of such directors; or (v) a "change of control" (or similarly defined event) shall occur under the First Lien Notes Indenture, the Second Lien Notes Indenture, the Refinancing First Lien Notes Indenture or the Refinancing Second Lien Notes Indenture.

"Chattel Paper" shall mean "chattel paper" (as such term is defined in Article 9 of the UCC).

"Chief Executive Office" shall mean, with respect to any Person, the location from which such Person manages the main part of its business operations or other affairs.

"Co-ABL Collateral Agents" shall mean Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC in their capacity as co-ABL collateral agents pursuant to this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Coffeyville Nitrogen Plant" shall mean the nitrogen fertilizer plant located at 701 East Martin Street in Coffeyville, Kansas which is owned and operated by a Borrower.

"Coffeyville Refinery" shall mean the full coking medium-sour crude oil refinery located at 400 N. Linden Street in Coffeyville, Kansas which is owned and operated by a Borrower.

"Collateral" shall mean all property (whether real or personal) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document, including all Pledge and Security Agreement Collateral, all Mortgaged Properties and all cash and Cash Equivalents delivered as collateral pursuant to Section 5.02 or 11.

"Collateral Agent" shall mean Deutsche Bank Trust Company Americas in its capacity as collateral agent for the Secured Parties pursuant to the Security Documents, and shall include any successor to the Collateral Agent as provided in Section 12.09.

"Collateral Questionnaire" shall mean a certificate of an Authorized Officer of the Company in form reasonably satisfactory to the Collateral Agent that provides information with respect to the personal or mixed property of each Credit Party.

"Collection Account" shall mean each account established at a Collection Bank subject to a Cash Management Control Agreement.

"Collection Banks" shall have the meaning provided in Section 5.03(b).

"Commingled Inventory" shall mean Inventory of any Borrower that is commingled (whether pursuant to a consignment, a toll manufacturing agreement or otherwise) with Inventory of another Person (other than another Borrower) at a location owned or leased by a Borrower to the extent that such Inventory of such Borrower is not readily identifiable.

"Commitment Commission" shall have the meaning provided in Section 4.01(a).

"Commodity Agreement" shall mean any commodity exchange, swap, forward, cap, floor collar or other similar agreement or arrangement each of which is for the purpose of hedging the exposure of the Company and its Subsidiaries to fluctuations in the price of nitrogen fertilizers, hydrocarbons and refined products in their operations and not for speculative purposes.

"Company" shall have the meaning provided in the first paragraph of this Agreement.

"Compliance Period" shall mean any period (a) commencing on the date on which Excess Availability is less than the greater of (i) 15.0% of Availability or (ii) $25,000,000 and (b) ending on the first date thereafter on which Excess Availability has been equal to or greater than the greater of (i) 15.0% of Availability and (ii) $25,000,000 in either case for 30 consecutive days.

"Concentration Account" shall have the meaning provided in Section 5.03(c).

"Consent Decree" shall mean the Consent Decree entered into by the United States of America, the Kansas Department of Health and Environment ex rel State of Kansas, Coffeyville Resources Refining & Marketing, LLC, and

Coffeyville Resources Terminal, LLC entered by the United States District Court for the District of Kansas on July 13, 2004, including any subsequent amendments thereto.

"Consolidated EBITDA" shall mean, for any period, Consolidated Net Income for such period (without giving effect to (x) any extraordinary gains or losses, (y) any non-cash income, and (z) any gains or losses from sales of assets other than inventory sold in the ordinary course of business) adjusted by (A) adding thereto (in each case to the extent deducted in determining Consolidated Net Income for such period), without duplication, the amount of (i) total interest expense (inclusive of that portion attributable to Capitalized Lease Obligations, net costs under Interest Rate Protection Agreements and amortization of deferred financing fees and other original issue discount and banking fees, charges and commissions (e.g., letter of credit fees and commitment fees)) of the Company and its Subsidiaries determined on a consolidated basis for such period, (ii) provision for taxes based on income and foreign withholding taxes for the Company and its Subsidiaries determined on a consolidated basis for such period, (iii) all depreciation and amortization expense of the Company and its Subsidiaries determined on a consolidated basis for such period, (iv) the amount of all fees and expenses incurred by the Company and its Subsidiaries in connection with the Transaction during such period, (v) the amount of all other non-cash charges or losses of the Company and its Subsidiaries determined on a consolidated basis for such period, (vi) any expenses or charges incurred by the Company and its Subsidiaries in connection with any acquisition (including a Permitted Acquisition) or disposition of assets outside the ordinary course of business, any issuance of Indebtedness or equity securities of the Company and its Subsidiaries or any refinancing or recapitalization transaction for such period, (vii) any unusual or non-recurring charges incurred by the Company and its Subsidiaries during such period and the amount of any integration costs or other business optimization expenses or costs incurred by the Company and its Subsidiaries for such period, including any one-time costs incurred in connection with acquisitions and costs related to the closure and/or consolidation of facilities, in an aggregate amount not to exceed 7.5% of the amount of Consolidated EBITDA prior to the adjustment provided for in this clause (vii) as determined in such period, (viii) any net after-tax loss from disposed or discontinued operations and any net after-tax losses on disposal of disposed or discontinued operations of the Company and its Subsidiaries for such period, (ix) Major Scheduled Turnaround Expenses for such fiscal period, (x) for the purposes of the calculation of the ratios (and compliance therewith) in Section 10.07 only, any FIFO Adjustment reducing Consolidated Net Income for such period, (xi) any losses realized by the Company and its Subsidiaries in connection with any extinguishment of Indebtedness for such period, and (xii) any losses incurred by the Company and its Subsidiaries attributable to minority equity interests in the Company or any of its Subsidiaries for such period, and (B) subtracting therefrom (to the extent not otherwise deducted in determining Consolidated Net Income for such period), without duplication, the amount of (i) all cash payments or cash charges made (or incurred) by the Company or any of its Subsidiaries for such period on account of any non-cash charges or losses added back to Consolidated EBITDA pursuant to preceding sub clause (A)(v) in a previous period, (ii) for the purposes of the calculation of the ratios (and compliance therewith) in Section 10.07 only, any FIFO Adjustment increasing Consolidated Net Income, (iii) any unusual or non-recurring gains by the Company and its Subsidiaries during such period, (iv) any net after-tax gain from disposed or discontinued operations and any net after-tax gain on disposal of disposed or discontinued operations of the Company and its Subsidiaries for such period, (v) the aggregate amount of all Dividends paid pursuant to Section 10.03(c) for such period, (vi) any gains realized by the Company and its Subsidiaries in connection with any extinguishment of Indebtedness for such period, and (vii) any income increasing Consolidated Net Income for such period attributable to minority equity interests in the Company or any of its Subsidiaries. For the avoidance of doubt, it is understood and agreed that, to the extent any amounts are excluded from Consolidated Net Income by virtue of the proviso to the definition thereof contained herein, any add backs to Consolidated Net Income in determining Consolidated EBITDA as provided above shall be limited (or denied) in a fashion consistent with the proviso to the definition of Consolidated Net Income contained herein.

"Consolidated Indebtedness" shall mean, as at any date of determination, the remainder of (A) the sum of (without duplication) (i) the aggregate stated balance sheet amount of all Indebtedness (including Indebtedness as would be required to be treated as Capitalized Lease Obligations, but excluding Indebtedness under clauses (iv), (vi) (but only in respect of undrawn amounts) and (x) of the definition thereof) of the Company and its Subsidiaries determined on a consolidated basis in accordance with GAAP, (ii) the aggregate amount of all unpaid drawings under all letters of credit issued for the account of the Company or any of its Subsidiaries and (iii) the aggregate amount of all guaranties by the Company or any of its Subsidiaries of Indebtedness of another Person of the type that would otherwise be included in the calculation of Consolidated Indebtedness minus (B) the aggregate amount, but not to exceed $60,000,000, of all Unrestricted cash and Cash Equivalents of the Qualified Credit Parties that is subject to a Cash Management Control Agreement and in which the Collateral Agent has a First Priority Lien.

"Consolidated Interest Expense" shall mean, for any period, the total interest expense (including that portion attributable to Capitalized Lease Obligations in accordance with GAAP and capitalized interest) of the Company and its Subsidiaries on a consolidated basis with respect to all outstanding Indebtedness of the Company and its Subsidiaries for such period, including all commissions, discounts and other fees and charges owed with respect to letters of credit and net costs under Interest Rate Protection Agreements.

"Consolidated Net Income" shall mean, for any period, the net income (or loss) of the Company and its Subsidiaries determined on a consolidated basis for such period (taken as a single accounting period) in accordance with GAAP (after any deduction for minority interests); provided that the following items shall be excluded (except to the extent provided below) in computing Consolidated Net Income (without duplication): (i) the net income (or loss) of any Subsidiary of the Company in which a Person or Persons other than the Company and its Subsidiaries has an Equity Interest or Equity Interests to the extent of such Equity Interests held by Persons other than the Company and its Subsidiaries in such Subsidiary, (ii) the net income (or loss) of (A) any Fertilizer Entity from and after the Permitted Fertilizer Event, (B) any Unrestricted Subsidiary and (C) any other Person (other than a Subsidiary of the Company) in which a Person or Persons other than the Company and its Subsidiaries has an Equity Interest or Equity Interests to the extent of such Equity Interests held by Persons other than the Company and its Subsidiaries in such Person, provided that (in the case of each of preceding clauses (A), (B) and (C)) (x) the Consolidated Net Income of the Company and its Subsidiaries shall be increased to the extent of the amount of cash dividends or cash distributions actually paid to the Company or any of its Subsidiaries by such Fertilizer Entity, Unrestricted Subsidiary or other Person during such period, and (y) the Consolidated Net Income of the Company and its Subsidiaries shall be reduced to the extent of the amount of cash contributed by the Company or any of its Subsidiaries to any such Fertilizer Entity, Unrestricted Subsidiary or other Person during such period, (iii) except for determinations expressly required to be made on a Pro Forma Basis, the net income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or all or substantially all of the property or assets of such Person are acquired by a Subsidiary and (iv) the net income of any Subsidiary of the Company to the extent that the declaration or payment of cash dividends or similar cash distributions by such Subsidiary of such net income is not at the time permitted by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Subsidiary.

"Consolidated Total Assets" shall mean, as of any date, the amount which, in accordance with GAAP, would be set forth under the caption "Total Assets" (or any like caption) on a consolidated balance sheet of the Company and its Subsidiaries (excluding the assets of Unrestricted Subsidiaries and, after the Permitted Fertilizer Event, the assets of the Fertilizer Entities, but including the residual equity value of the Equity Interests of the Unrestricted Subsidiaries and, after the Permitted Fertilizer Event, the residual equity value of the Equity Interests of the Fertilizer Entities), as at the end of the most recently ended Fiscal Quarter of the Company for which internal financial statements are available (giving pro forma effect to any acquisitions or dispositions of assets or properties that have been made by the Company or any of its Subsidiaries subsequent to the date of such balance sheet, including through mergers or consolidations).

"Contractual Obligation" shall mean, as applied to any Person, any provision of any Equity Interests issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Controlled Foreign Corporation" shall mean any direct or indirect Subsidiary of any Holding Company and/or the Company which is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Credit Account" shall have the meaning provided in Section 5.03(e).

"Credit Documents" shall mean this Agreement, the Pledge and Security Agreement, the Intercreditor Agreement and, after the execution and delivery thereof pursuant to the terms of this Agreement, each Note, each Joinder Agreement, each Incremental Commitment Agreement, each Mortgage and each other Security Document.

"Credit Event" shall mean the making of any Loan or the issuance, amendment, extension or renewal of any Letter of Credit (other than any amendment, extension or renewal that does not increase the maximum Stated Amount of such Letter of Credit).

"Credit Party" shall mean each Holding Company, the Company, the other Borrowers and each Subsidiary Guarantor.

"Crude Intermediation Agreement" shall mean each of (i) that certain crude intermediation agreement, dated as of December 2, 2008, between Refining LLC and Vitol (as in effect on the Effective Date and as the same may be thereafter amended, modified, supplemented or renewed from time to time) and (ii) each other crude intermediation agreement entered into from time to time by a Borrower and a counterparty thereto (as any such agreement may be amended, modified, supplemented or renewed from time to time).

"Cushing Storage Facility" shall mean the storage facility located at each of (i) Plains Marketing L.P., 740430 S. 3510 Rd., Cushing, Oklahoma 74023 and (ii) Enterprise Crude Pipeline, 740120 S. 3510 Rd., Cushing, Oklahoma 74023.

"CVR GP" shall mean CVR GP, LLC, a Delaware limited liability company.

"CVR Special GP" shall mean CVR Special GP, LLC, a Delaware limited liability company.

"DB Account" shall have the meaning provided in Section 5.03(d).

"Default" shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

"Defaulting Lender" shall mean any Lender with respect to which a Lender Default is in effect.

"Deposit Account" shall mean a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization.

"Disbursement Account" shall mean each checking and/or disbursement account maintained by each Borrower and each Subsidiary Guarantor for their respective general corporate purposes, including for the purpose of paying their trade payables and other operating expenses.

"Dividend" shall mean, with respect to any Person, that such Person has paid a dividend, distribution or returned any equity capital to its stockholders, partners or members or authorized or made any other distribution, payment or delivery of property (other than common Equity Interests of such Person) or cash to its stockholders, partners or members in their capacity as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its capital stock or any other Equity Interests outstanding on or after the Effective Date (or any options or warrants issued by such Person with respect to its capital stock or other Equity Interests), or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for a consideration any shares of any class of the capital stock or any other Equity Interests of such Person outstanding on or after the Effective Date (or any options or warrants issued by such Person with respect to its capital stock or other Equity Interests).

"Dollars" and the sign "$" shall each mean freely transferable lawful money of the United States.

"Domestic Subsidiary" of any Person shall mean any Subsidiary of such Person incorporated or organized in the United States or any State thereof or the District of Columbia.

"Dominion Period" shall mean any period (a) commencing on the date on which (x) an Event of Default has occurred and is continuing, (y) Excess Availability is less than the greater of (i) 17.5% of Availability or (ii) $30,000,000 in either case for a period of three consecutive Business Days, or (z) Excess Availability is less than the greater of (i) 15.0% of Availability or (ii) $25,000,000 and (b) ending on the first date thereafter on which (x) in the case of a Dominion Period commencing as a result of clause (a)(x) above, no Event of Default exists and (y) in the case of a Dominion Period commencing as a result of clause (a)(y) or (z) above, Excess Availability has been equal to or greater than (i) 17.5% of Availability at such time and (ii) $30,000,000 in either case under this sub-clause (y) for 60 consecutive days (or, if a Crude Intermediation Agreement is in full force and effect during such period, 30 consecutive days); provided that, notwithstanding clause (b) above, to the extent that more than three Dominion Periods have occurred as a result of clause (a)(y) or (z) above during the immediately preceding twelve (12) month period, a Dominion Period shall be deemed to exist at such time.

"Drawing" shall have the meaning provided in Section 3.05(b).

"Effective Date" shall have the meaning provided in Section 13.10.

"Eligible Accounts" shall mean those Accounts created by one of the Borrowers in the ordinary course of their business, that arise out of their sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Credit Documents and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by the Co-ABL Collateral Agents in their Permitted Discretion to address the results of any audit or other collateral examination performed by or on behalf the Administrative Agent or the Co-ABL Collateral Agents from time to time after the Effective Date, and other due diligence or information with respect to the Borrowers' business or assets of which any of the Co-ABL Collateral Agents became aware after the Effective Date. The Co-ABL Collateral Agents shall have the right to establish, modify or eliminate Reserves against Eligible Accounts from time to time in their Permitted Discretion. In determining the amount to be included, Eligible Accounts shall be calculated net of customer deposits, unapplied cash, bonding subrogation rights to the extent not cash collateralized, any and all returns, accrued rebates, discounts (which may, at the Co-ABL Collateral Agents' option, be calculated on shortest terms), credits, allowances or sales or excise taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Accounts at such time. Eligible Accounts shall not include the following:

(a) Accounts which either are 60 days or more past due or are unpaid more than 90 days after the

original invoice date;

(b) Accounts owed by an Account Debtor where 50% or more of the total amount of all Accounts owed by that Account Debtor are deemed ineligible hereunder;

(c) Accounts with respect to which the Account Debtor is an Affiliate of a Borrower;

(d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by an Account Debtor may be conditional;

(e) Accounts that are not payable in Dollars;

(f) Accounts with respect to which the Account Debtor is a non-Governmental Authority unless: (i) the Account Debtor either (A) maintains its Chief Executive Office in the United States, or (B) is organized under the laws of the United States, or any state or subdivision thereof; or (ii) (A) the Account is supported by an irrevocable letter of credit satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent, or (B) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion;

(g) Accounts with respect to which the Account Debtor is the government of any foreign country or sovereign state (other than Canada), or of any state, province, municipality, or other political subdivision thereof (other than provincial or territorial governments within Canada), or of any department, agency, public corporation, or other instrumentality thereof, unless (i) the Account is supported by an irrevocable letter of credit satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent, or (ii) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion;

(h) Accounts with respect to which the Account Debtor is the federal government of the United States or any department, agency or instrumentality of the United States (exclusive, however, of Accounts with respect to which a Borrower has complied, to the reasonable satisfaction of the Administrative Agent, with the Assignment of Claims Act, 31 USC § 3727);

(i) Accounts with respect to which the Account Debtor is (x) the federal government of Canada or any department, agency or instrumentality of Canada or the provincial government of New Brunswick or any department, agency, or instrumentality of New Brunswick; or (y) the provincial government of Alberta or Manitoba or the territorial government of the Northwest Territories, Nunavut or the Yukon or any other Canadian provincial or territorial government which restricts the assignment of Crown debts, unless (i) the applicable Borrower has obtained the consent of the requisite Governmental Authority to the assignment of the Account to the Collateral Agent and otherwise complied to the reasonable satisfaction of the Co-ABL Collateral Agents with the applicable Canadian provincial and territorial law relating to financial administration and assignment of Crown obligations, and (ii) the Account is either (A) supported by an irrevocable letter of credit satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent, or (B) covered by credit insurance in form, substance, and amount, and by an insurer, satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion;.

(j) Accounts with respect to which the Account Debtor is a creditor of the Company or any Subsidiary or Unrestricted Subsidiary of the Company and such Account Debtor has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent (including with respect to rebates) of such claim, right of setoff, or dispute; provided, that such Accounts shall be ineligible only to the extent of such right of setoff, dispute or claim;

(k) Accounts with respect to an Account Debtor (and its Affiliates) whose total obligations owing to the Company or any Subsidiary or Unrestricted Subsidiary of the Company exceed 15% (or, in the case of those Account Debtors (and their respective Affiliates) listed on Schedule 1.01(b), exceed the respective percentages set forth opposite the names of such Account Debtors on such Schedule 1.01(b)) (such percentages set forth in Schedule 1.01(b) as applied to a particular Account Debtor (and its Affiliates) being subject to reduction by the Co-ABL Collateral Agents, in their Permitted Discretion, if the creditworthiness of such Account Debtor (and its Affiliates) deteriorates) of all Accounts owed to the Company and its Subsidiaries and Unrestricted Subsidiaries, to the extent of the obligations owing by such Account Debtor (and its Affiliates) in excess of such percentages; provided, however, that (i) in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentages shall be determined by the Co-ABL Collateral Agents based on

all of the total obligations owing by Account Debtors (and their respective Affiliates) to the Company or any Subsidiary or Unrestricted Subsidiary of the Company prior to giving effect to any eliminations based upon the foregoing concentration limit; and (ii) at the request of the Company, and with the consent of the Co-ABL Collateral Agents (acting in their Permitted Discretion) Account Debtors (and corresponding concentration limits) may be added to, and/or removed from, Schedule 1.01(b) from time to time;

(l) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, has gone out of business, or as to which any Borrower has received notice of an imminent insolvency proceeding or a material impairment of the financial condition of such Account Debtor unless (x) such Account is supported by a letter of credit satisfactory to the Co-ABL Collateral Agents, in their Permitted Discretion (as to form, substance, and issuer or domestic confirming bank), that has been delivered to the Administrative Agent and is directly drawable by the Administrative Agent or (y) such Account Debtor has received debtor-in-possession financing sufficient as determined by the Co-ABL Collateral Agents in their Permitted Discretion to finance its ongoing business activities;

(m) Accounts that are not subject to a valid and perfected First Priority Lien in favor of the Collateral Agent pursuant to the relevant Security Document as provided in the Intercreditor Agreement;

(n) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed (excluding Eligible Unbilled Accounts) to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed (excluding Eligible Unbilled Accounts) to the Account Debtor;

(o) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by a Borrower of the subject contract for goods or services (other than customary maintenance contracts);

(p) Accounts with respect to which any return, rejection or repossession of any of the merchandise giving rise to such Account has occurred, but only to the extent of the value of the goods returned, rejected or repossessed;

(q) Accounts that are evidenced by Chattel Paper;

(r) Any Account that has not been invoiced, has not been billed (excluding Eligible Unbilled Accounts) and has not been recognized as received by the applicable Account Debtor;

(s) Any Account with respect to which a partial payment of such Account has been made by the respective Account Debtor; provided that to the extent such Account consists of multiple separate line-items, only the line items that have been partially paid shall be excluded;

(t) Accounts that are not payable to a Borrower;

(u) Accounts to the extent representing service charges or late fees; provided, that such Accounts shall be ineligible only to the extent of such service charges or late fees;

(v) Accounts to the extent representing unapplied cash balances; or

(x) Accounts with respect to which the goods or services giving rise to such Account are sold or performed on terms of "cash on delivery" or "cash in advance".

"Eligible Carrier" shall mean any of the pipeline companies listed on Schedule 1.01(g) or otherwise approved by the Co-ABL Collateral Agents in their Permitted Discretion.

"Eligible Exchange Agreement Positive Balance" shall mean, at any date of determination, the amount of Exchange Agreement Positive Balance, which shall be determined after (a) adjusting the Exchange Agreement Positive Balance upward or downward, as applicable, to account for discounts, allowances, rebates, credits and other adjustments in respect of such Exchange Agreement Positive Balances and (b) deducting from the Exchange Agreement Positive Balance the amount billed for or representing retainage, if any, by counterparties to Exchange Agreements. The Eligible Exchange Agreement Positive Balance shall not include any Exchange Agreement Positive Balance (a) to the extent that the Collateral Agent does not have a valid First Priority perfected security interest in the Exchange Agreement Positive Balance and in the Petroleum Inventory to which such Exchange Agreement Positive Balance relates, or (b) with respect to which (i) any representation, warranty or covenant contained in this Agreement or any other Credit Document has been breached, (ii) the contract counterparty has disputed liability, or made any claim to any Borrower with respect to such Exchange Agreement Positive Balance or with respect to any other Exchange Agreement Positive Balance due from such contract counterparty, other than for a minimal adjustment in the ordinary course of business and in accordance with regular commercial practice, or

(iii) any Insolvency Proceeding has occurred with respect to the contract counterparty, or the contract counterparty has suspended normal business operations; provided that the value of the Eligible Exchange Positive Balance shall be subject to Reserves as determined by the Co-ABL Collateral Agents in their Permitted Discretion.

"Eligible Fertilizer Inventory" shall mean, at any date of determination, the aggregate value (which shall be the lower of the cost thereof computed on a first-in first-out basis in accordance with GAAP (net of any intercompany profit) and the market value thereof of all nitrogen fertilizers residuals owned by any Borrower which constitute Eligible Inventory.

"Eligible In-Transit Crude Oil" shall mean, at any date of determination, In-Transit Crude Oil owned by a Borrower that satisfies the criteria set forth in the definition of Eligible Inventory (other than the requirements as to location of such Inventory as set forth in clauses (b) and (u) of the definition of Eligible Inventory). Without limiting the foregoing, unless otherwise agreed by the Co-ABL Collateral Agents, In-Transit Crude Oil shall not be Eligible In-Transit Crude Oil unless (a) the purchase price of such In-Transit Crude Oil has been paid or is supported by a Letter of Credit and (b) the In-Transit Crude Oil is with or in an Eligible Carrier. Eligible In-Transit Crude Oil shall be valued at market value determined in accordance with Schedule 1.01(c), and determined after, if required by the Co-ABL Collateral Agents, taking into account transportation and handling charges that affect the value thereto as determined by the Co-ABL Collateral Agent in their Permitted Discretion.

"Eligible Inventory" shall mean, in the case of Eligible Refinery Hydrocarbon Inventory, Eligible In-Transit Crude Oil and Eligible Fertilizer Inventory, as applicable, all of such Inventory owned by one of the Borrowers and reflected in the most recent Borrowing Base Certificate delivered by the Company to the Administrative Agent and not excluded as ineligible inventory by virtue of one or more of the exclusionary criteria set forth below; provided, however, that such criteria may be revised from time to time by the Co-ABL Collateral Agents in their Permitted Discretion to address the results of any field examination or appraisal performed by or on behalf of the Administrative Agent or the Co-ABL Collateral Agents from time to time after the Effective Date, and other due diligence or information with respect to the Borrowers' business or assets of which any of Co-ABL Collateral Agents became aware after the Effective Date. The Co-ABL Collateral Agents shall have the right to establish, modify or eliminate Reserves against Eligible Inventory from time to time in their Permitted Discretion. Eligible Inventory shall not include any Inventory of a Borrower that:

(a) is not owned by a Borrower free and clear of all Liens and rights of any other Person (including the rights of a purchaser that has made progress payments and the rights of a surety that has issued a bond to assure a Borrower's performance with respect to that Inventory), except (w) the First Priority Lien in favor of the Collateral Agent on behalf of the Secured Parties, (x) the junior Permitted Liens under Section 10.01(d) in favor of (i) the First Lien Notes Agent on behalf of the First Lien Notes Secured Parties, (ii) the Refinancing First Lien Notes Agent on behalf of the Refinancing First Lien Notes Secured Parties, (iii) the Second Lien Notes Agent on behalf of the Second Lien Notes Secured Parties, (iv) the Refinancing Second Lien Notes Agent on behalf of the Refinancing Second Lien Notes Secured Parties, and (v) any Qualified Secured Debt Agent on behalf of the respective Qualified Secured Debt Secured Parties, (y) statutory Liens securing First Purchase Crude Payables that are not delinquent and (z) Permitted Liens in favor of landlords, bailees and freight carriers and forwarders to the extent permitted in the provisions of this Agreement (subject to Reserves established by the Co-ABL Collateral Agents in accordance with the provisions of this Agreement);

(b) (i) is not located on premises owned, leased or rented by a Borrower and set forth on Schedule 1.01(h) (or such other location approved by the Co-ABL Collateral Agents in their Permitted Discretion) and, in the case of leased or rented premises, unless either (x) if requested by the Administrative Agent a reasonably satisfactory landlord waiver has been delivered to the Administrative Agent or (y) Reserves reasonably satisfactory to the Co-ABL Collateral Agents have been established with respect thereto or (ii) is stored with a bailee at a leased location, unless either (x) a reasonably satisfactory landlord waiver has been delivered to the Administrative Agent, or (y) Reserves reasonably satisfactory to the Co-ABL Collateral Agents have been established with respect thereto, or (iii) is stored with a bailee or warehouseman, unless either (x) a reasonably satisfactory, acknowledged bailee letter has been received by the Administrative Agent or (y) Reserves reasonably satisfactory to the Co-ABL Collateral Agents have been established with respect thereto;

(c) is placed on consignment unless Reserves reasonably satisfactory to the Co-ABL Collateral Agents have been established with respect thereto;

(d) is in transit, except inventory that is in transit (A) in the case of In-Transit Crude Oil, in pipelines to one of the locations in the United States or Canada listed on Schedule 1.01(d) (or other locations in the United States or Canada identified to the Administrative Agent in writing by the Company and acceptable to the Co-ABL Collateral Agents in their Permitted Discretion) if the operator of such pipeline has delivered to the Administrative Agent an agreement that is in form and substance reasonably satisfactory to the Administrative Agent and which, in any event, includes a lien waiver or lien subordination reasonably satisfactory to the Administrative Agent, or with respect to which Reserves reasonably satisfactory to the Co-ABL Collateral Agents and determined in the Co-ABL Collateral Agent's Permitted Discretion have been established with respect thereto and is not consigned to any Person or (B) except in the case of In-Transit Crude Oil, within the United

States, is under the control of one or more Borrowers and is in route to one of the locations set forth on Schedule 1.01(h) (or such other location approved by the Co-ABL Collateral Agents in their Permitted Discretion) and, in the case of clause (B), with respect to which Reserves reasonably satisfactory to the Co-ABL Collateral Agents and determined in the Co-ABL Collateral Agents' Permitted Discretion have been established with respect thereto;

(e) is covered by a negotiable document of title, unless, at the Administrative Agent's request, such document has been delivered to the Collateral Agent or an agent thereof and such Borrower takes such other actions as the Administrative Agent requests in order to create a perfected First Priority security interest in favor of the Collateral Agent in such Inventory with all necessary endorsements, free and clear of all Liens except those in favor of the Collateral Agent and junior Permitted Liens under Section 10.01(d), and the amount of any shipping fees, costs and expenses shall be reflected in Reserves;

(f) is obsolete or otherwise defective or unfit for sale;

(g) consists of goods that are slow moving or constitute spare parts (not intended for sale), packaging and shipping materials, promotional products (not intended for sale), supplies used or consumed in a Borrower's business;

(h) consists of any gross profit mark-up in connection with the sale and distribution thereof to any division of any Borrower or Subsidiary of such Borrower;

(i) consists of goods that have been returned or rejected by the buyer and are not in salable condition;

(j) is not of a type held for sale in the ordinary course of any Borrower's business;

(k) is not subject to a First Priority Lien in favor of the Collateral Agent on behalf of the Secured Parties as provided in the Intercreditor Agreement; provided that no Inventory subject to a Permitted Lien shall be Eligible Inventory to the extent, but only to the extent, such Permitted Lien primes the First Priority Lien granted to the Collateral Agent, as determined by the Co-ABL Collateral Agents in their Permitted Discretion;

(l) breaches in any material respect any of the representations or warranties pertaining to Inventory set forth in the Credit Documents;

(m) does not conform to all standards imposed by any governmental agency, division or department thereof which has regulatory authority over such goods or the use or sale thereof;

(n) is Commingled Inventory (except to the extent that it constitutes Eligible In-Transit Crude Oil);

(o) the Inventory is located outside of the United States of America (other than Eligible-In Transit Crude Oil located in Canada);

(p) the Inventory is subject to a license agreement or other arrangement with a third party which, in the Co-ABL Collateral Agents' Permitted Discretion, restricts the ability of the Administrative Agent or the Collateral Agent to exercise its rights under the Credit Documents with respect to such Inventory unless such third party has entered into an agreement in form and substance reasonably satisfactory to the Administrative Agent permitting the Administrative Agent or the Collateral Agent to exercise its rights with respect to such Inventory or the Co-ABL Collateral Agents have otherwise agreed to allow such Inventory to be eligible in the Co-ABL Collateral Agents' Permitted Discretion;

(q) consists of any costs associated with "freight-in" charges;

(r) is not covered by casualty insurance as required by the terms of this Agreement;

(s) consists of tank heels; or

(t) consists of work-in-process (excluding intermediate feedstocks that otherwise constitute Eligible Refinery Hydrocarbon Inventory).

The Borrowers expressly acknowledge and agree that, notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, the Administrative Agent's or the Collateral Agent's entering into of a third party landlord-lendor or bailee agreement shall not, in and of itself, indicate that such agreement is otherwise in form and substance reasonably satisfactory to the Administrative Agent or preclude the Co-ABL Collateral Agents, in their Permitted Discretion, from establishing Reserves as contemplated by this Agreement.

"Eligible Refinery Hydrocarbon Inventory" shall mean, at any date of determination, the aggregate market value as determined in accordance with the methods prescribed in Schedule 1.01(c) of all readily marketable, saleable and useful Petroleum Inventory owned by a Borrower and that otherwise constitutes Eligible Inventory.

"Eligible Transferee" shall mean and include a commercial bank, an insurance company, a finance company, a financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act), but in any event excluding the Holding Companies, the Company and their respective Subsidiaries and Affiliates; provided, however, to the extent that any of the Persons listed on Schedule 1.01(i) are deemed to be an Affiliate of any Holding Company, the Company or any of their respective Subsidiaries, each such Person shall not be excluded to the extent such Person (i) invests in commercial bank loans in the ordinary course of its business, (ii) is otherwise an Eligible Transferee and (iii) maintains management and operations independent in all respects from the Sponsors, the Holdings Companies, the Company and each of their respective Subsidiaries.

"Eligible Unbilled Accounts" shall mean any Account of a Borrower which would otherwise constitute an Eligible Account other than that an invoice or bill has not been delivered with respect thereto for a period of no more than three Business Days after such Borrower has shipped the goods giving rise to such Account or performed the services giving rise to such Account.

"End Date" shall have the meaning provided in the definition of Applicable Margin.

"Environmental Claims" shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens and/or notices of noncompliance or violation, investigations and/or proceedings relating in any way to any noncompliance with, or liability arising under, Environmental Law or to any permit issued, or any approval given, under any Environmental Law (hereafter, "Claims"), including (a) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to an alleged injury or threat of injury to human health, safety or the environment due to the presence of Hazardous Materials.

"Environmental Law" shall mean any Federal, state, foreign or local statute, law (including principles of common law), rule, regulation, ordinance, code, directive, judgment, order, or any other requirements of Governmental Authorities (including the Consent Decree), now or hereafter in effect and in each case as amended, and any binding judicial or administrative interpretation thereof, relating to the protection of the environment, or of human health (as it relates to the exposure to Hazardous Materials) or to the presence, Release or threatened Release, or the manufacture, use, transportation, treatment, storage, disposal or recycling of Hazardous Materials, or the arrangement for any such activities.

"Equity Interests" of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interest in (however designated) equity of such Person, including any common stock, preferred stock, any limited or general partnership interest and any limited liability company membership interest.

"ERISA" shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of this Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

"ERISA Affiliate" shall mean any person that for purposes of Title I or Title IV of ERISA or Section 412 of the Code would be deemed at any relevant time to be a single employer or otherwise aggregated with any Holding Company or any of their respective Subsidiaries and Unrestricted Subsidiaries under Section 414 of the Code or Section 4001 of ERISA.

"ERISA Event" shall mean any one or more of the following:

(a) any Reportable Event;

(b) the filing of a notice of intent to terminate any Plan, if such termination would require material additional contributions in order to be considered a standard termination within the meaning of Section 4041(b) of ERISA, the filing under Section 4041(c) of ERISA of a notice of intent to terminate any Plan or the termination of any Plan under Section 4041(c) of ERISA;

(c) the institution of proceedings, or the occurrence of an event or condition which would reasonably be expected to constitute grounds for the institution of proceedings by the PBGC under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan;

(d) the failure to make a required contribution to any Plan that would result in the imposition of a lien or other encumbrance or the provision of security under Section 430 of the Code or Section 303 or 4068 of ERISA, or the arising of such a lien or encumbrance; there being or arising any "unpaid minimum required contribution" or "accumulated funding deficiency" (as defined or otherwise set forth in Section 4971 of the Code or Part 3 of Subtitle B of Title I of ERISA), whether or not waived; or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Plan, or that such filing may be made or a determination that any Plan is, or is expected to be, considered an at-risk plan or in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 or 305 of ERISA;

(e) engaging in a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA;

(f) the complete or partial withdrawal of any Holding Company or any of their respective Subsidiaries or Unrestricted Subsidiaries or any ERISA Affiliate from a Multiemployer Plan, the reorganization or insolvency under Title IV of ERISA of any Multiemployer Plan; or the receipt by any Holding Company or any of their respective Subsidiaries or Unrestricted Subsidiaries or any ERISA Affiliate, of any notice, or the receipt by any Multiemployer Plan from any of any Holding Company, any of their respective Subsidiaries or Unrestricted Subsidiaries or any ERISA Affiliate of any notice, that a Multiemployer Plan is in endangered or critical status under Section 305 of ERISA; or

(g) any Holding Company, any of their respective Subsidiaries or Unrestricted Subsidiaries or an ERISA Affiliate incurring any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under Section 4007 of ERISA).

"Event of Default" shall have the meaning provided in Section 11.

"Excess Availability" shall mean, as of any date of determination, the amount by which Availability at such time exceeds the Aggregate Exposure at such time.

"Exchange Agreement" shall mean an agreement under which a Borrower undertakes to deliver goods on behalf of a Person that is not an Affiliate of any Borrower to a customer of such Person in exchange for such Person's delivery of similar goods to a customer of such Borrower.

"Exchange Agreement Positive Balance" shall mean, at any date of determination, with respect to a Borrower that is a party to an Exchange Agreement, the amount of the positive balance, valued on a mark-to-market basis in accordance with Schedule 1.01(c), of Petroleum Inventory that such Borrower has the right to receive in the ordinary course of business from a counterparty to such Exchange Agreement (other than an Affiliate of such Borrower) or money owing to such Borrower in connection with an exchange of Petroleum Inventory under such Exchange Agreement, net of any offsets or counterclaims.

"Excluded Accounts" shall mean (x) Deposit Accounts or Securities Accounts the balance of which consist exclusively of (i) withheld income taxes and federal, state, local or foreign employment taxes in such amounts as are required in the reasonable judgment of any Borrower to be paid to the Internal Revenue Service or any other U.S., federal, state or local or foreign government agencies within the following two months with respect to employees of any of the Credit Parties, (ii) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 or any foreign plan on behalf of or for the benefit of employees of one or more Credit Parties, (iii) amounts which are required to be pledged or otherwise provided as security pursuant to any law, other requirements of any Governmental Authority or foreign pension requirement, (iv) any accounts opened and amounts or deposits relating to Liens permitted by Section 10.01(l), (n), (u) and/or (z), in each case which are permitted hereunder, and (v) amounts to be used to fund payroll obligations, (y) all other Deposit Accounts or Securities Accounts established (or otherwise maintained) by any Holding Company or any of their respective Domestic Subsidiaries (excluding Collection Accounts, Concentration Accounts and DB Accounts) that do not have balances (including the value of Cash Equivalents and other securities) at any time exceeding $1,000,000 for any individual Deposit Account or Securities Account or $5,000,000 in the aggregate for all such Deposit Accounts and Securities Accounts and (z) each Asset Sale Proceeds Account.

"Excluded Taxes" shall have the meaning provided in Section 5.04(a).

"Executive Order" shall have the meaning provided in Section 8.23(a).

"Existing Credit Agreement" shall have the meaning provided in the recitals to this Agreement.

"Existing Indebtedness" shall have the meaning provided in Section 8.21.

"Existing Indebtedness Agreements" shall have the meaning provided in Section 6.05(d).

"Expenses" shall mean all present and future reasonable and invoiced out-of-pocket expenses incurred by or on behalf of the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent or any Issuing Lender in connection with this Agreement, any other Credit Document or otherwise in its capacity as the Administrative Agent, a Co-ABL Collateral Agent or an Issuing Lender under this Agreement or the Collateral Agent under any Security Document, whether incurred heretofore or hereafter, which expenses shall include the expenses set forth in Section 13.01, the cost of record searches, the reasonable fees and expenses of attorneys and paralegals, all reasonable and invoiced out-of-pocket costs and expenses incurred by the Administrative Agent (and the Collateral Agent) in opening bank accounts, depositing checks, electronically or otherwise receiving and transferring funds, and any other charges imposed on the Administrative Agent (and the Collateral Agent) due to insufficient funds of deposited checks and the standard fee of the Administrative Agent (and the Collateral Agent) relating thereto, collateral examination fees and expenses, reasonable fees and expenses of accountants, appraisers or other consultants, experts or advisors employed or retained by the Administrative Agent, the Collateral Agent or any Co-ABL Collateral Agent in accordance with (or to the extent permitted by) the terms of this Agreement or any other Credit Documents, fees and taxes related to the filing of financing statements, out-of-pocket costs of preparing and recording any other Credit Documents, all expenses, costs and fees set forth in this Agreement and the other Credit Documents, all other fees and expenses required to be paid pursuant to any other letter agreement and all out-of-pocket fees and expenses incurred in connection with releasing Collateral and the amendment or termination of any of the Credit Documents.

"Extended Loan" shall mean each Revolving Loan and each Swingline Loan pursuant to an Extended Revolving Commitment.

"Extended Revolving Commitment Termination Date" shall mean, with respect to any Extended Loan or Extended Revolving Loan Commitment, the agreed upon date occurring after the Initial Revolving Commitment Termination Date.

"Extended Revolving Loan Commitment" shall have the meaning provided in Section 2.16.

"Extension" shall have the meaning provided in Section 2.16(a).

"Extension Offer" shall have the meaning provided in Section 2.16(a).

"Facing Fee" shall have the meaning provided in Section 4.01(c).

"Fair Market Value" shall mean, with respect to any asset (including any Equity Interests of any Person), the price at which a willing buyer under no compulsion to buy, not an Affiliate of the seller, and a willing seller under no compulsion to sell, would agree to purchase and sell such asset, as determined in good faith by the board of directors or other governing body or, pursuant to a specific delegation of authority by such board of directors or governing body, a designated senior executive officer, of the Company or the Subsidiary of a Holding Company selling such asset.

"FATCA" shall mean Sections 1471 through 1474 of the Code as enacted on the Effective Date, or any regulation promulgated thereunder or published administrative guidance implementing such Sections or regulations (whether or not such regulations or administrative guidance is promulgated, issued, implemented or is in effect on the Effective Date).

"Federal Funds Rate" shall mean, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal Funds brokers of recognized standing selected by the Administrative Agent.

"Fees" shall mean all amounts payable pursuant to or referred to in Section 4.01.

"FEMA" shall mean the Federal Emergency Management Agency.

"Fertilizer Entities" shall mean Fertilizer LLC, MLP and all of their respective Subsidiaries.

"Fertilizer LLC" shall have the meaning provided in the first paragraph of this Agreement.

"FIFO Adjustment" shall mean, with respect to any period (which shall be a period of four Fiscal Quarters and which period, with respect to any Fiscal Quarter (the "Reference Fiscal Quarter"), shall begin on the first day of the third preceding Fiscal Quarter and end on the last day of the Reference Fiscal Quarter), to the extent changes in the inventory value

of any item of hydrocarbon inventory included in the inventory amount shown in the financial statements of the Company (each an "Item") reduce or increase Consolidated Net Income, for each such Item, an amount equal to 75% of the sum of the products of (i) the inventory volume of each Item at the beginning of such period and (ii) the amount determined by subtracting (a) the inventory value of such Item at the beginning of such period from (b) the inventory value of such Item at the end of such period, such that if the result is negative, it represents a loss, and if the result is positive, it represents a gain.

"FinCo" shall mean Coffeyville Finance Inc., a Delaware corporation.

"First Lien Notes" shall mean the 9% First Lien notes due 2015, issued by the Company and FinCo pursuant to the First Lien Notes Indenture, as in effect on the Effective Date and as the same may be amended, modified and/or supplemented from time to time in accordance with the terms hereof and thereof.

"First Lien Notes Agent" shall mean Wells Fargo Bank, National Association, together with its successors and assigns in such capacity.

"First Lien Notes Documents" shall mean the First Lien Notes, the First Lien Notes Indenture, the First Lien Notes Security Documents and all other documents executed and delivered in connection therewith, each as in effect on the Effective Date and as the same may be amended, modified and/or supplemented from time to time in accordance with the terms hereof and thereof.

"First Lien Notes Indenture" shall mean the Indenture, dated as of April 6, 2010, among the Company and FinCo, as issuers, and Wells Fargo Bank, National Association, as trustee thereunder, as in effect on the Effective Date and as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"First Lien Notes Reserve" shall mean, from and after December 31, 2014, a reserve in an amount equal to the aggregate outstanding principal amount of all First Lien Notes which have any maturity, mandatory redemption, mandatory repayment or prepayment or similar requirement on or prior to the date that is 90 days after the Revolving Commitment Termination Date, plus any accrued and unpaid interest payable under the First Lien Notes Documents in respect of such outstanding principal amount.

"First Lien Notes Secured Parties" shall mean the "Secured Parties" as defined in the First Lien Security Documents.

"First Lien Notes Security Documents" shall mean the Amended and Restated First Lien Pledge and Security Agreement, dated as of December 28, 2006, as amended, among the Grantors (as defined therein) and the First Lien Notes Agent and as it may be further amended, restated or modified from time to time, and any other documents, agreements or instruments now existing or entered into after the date hereof that create (or purport to create) Liens on any assets or properties of any Grantor (as defined therein) to secure any obligations under the First Lien Notes Documents.

"First Priority" shall mean, with respect to any Lien purported to be created on any Collateral pursuant to any Security Document, that such Lien is prior in right to any other Lien thereon, other than any Permitted Liens (excluding Specified Permitted Liens) applicable to such Collateral which as a matter of law (and giving effect to any actions taken pursuant to the last paragraph of Section 10.01) have priority over the respective Liens on such Collateral created pursuant to the relevant Security Document.

"First Purchase Crude Payables" shall mean, at any time, the unpaid amount of any obligation of any Borrower or any of its Subsidiaries as a "first purchaser" of crude oil, which is secured by a statutory "first purchaser" Lien created under the laws of any state, including Colorado, Kansas, Mississippi, Montana, New Mexico, North Dakota, Oklahoma, Tennessee and Texas, to the extent such obligation is not covered by a Letter of Credit issued hereunder.

"First Purchaser Reserve" shall mean the aggregate amount of reserves (if any) established by the Co-ABL Collateral Agents from time to time in their Permitted Discretion in respect of First Purchase Crude Payables owed by the Borrowers or any of its Subsidiaries; it being understood that (i) in respect of the state of Oklahoma, such reserves shall be in an amount equal to 100% of the respective First Purchase Crude Payables, (ii) in respect of the states of Kansas, Colorado and North Dakota, such reserves initially shall be in an amount equal to 0% of the respective First Purchase Crude Payables; provided, however, (I) if either (x) the Consolidated Net Income (but, for this purpose, determined prior to provision for income taxes) of the Company and its Subsidiaries for the most recently ended Test Period is less than $0 or (y) at any time the remainder of (A) Excess Availability minus (B) 100% of the aggregate amount of all First Purchase Crude Payables of the Borrowers and their respective Subsidiaries due (and not just those in respect of the state of Oklahoma) and not otherwise subject to Reserves in the Borrowing Base is less than $60,000,000, the Co-ABL Collateral Agents shall be permitted to establish Reserves of up to 50% of the aggregate amount of the First Purchase Crude Payables owed by the Borrower or any of

its Subsidiaries in respect of the state of Kansas, and (II) if there is any change in law or regulation (or any change in the interpretation or administration thereof, whether through any applicable judicial decision or otherwise) or any change in facts or circumstances in relation to the "first purchaser" Lien laws created under the laws of the state of Kansas, Colorado or North Dakota, the Co-ABL Collateral Agents may in their Permitted Discretion establish reserves in respect of the respective First Purchase Crude Payables of up to 100% and (iii) in respect of any other state in respect of such First Purchase Crude Payables, an amount of reserves established by the Co-ABL Collateral Agents in their Permitted Discretion from time to time in respect of such First Purchase Crude Payables.

"Fiscal Quarter" shall mean, for any Fiscal Year of the Company, (i) the fiscal period commencing on January 1 of such Fiscal Year and ending on March 31 of such Fiscal Year, (ii) the fiscal period commencing on April 1 of such Fiscal Year and ending on June 30 of such Fiscal Year, (iii) the fiscal period commencing on July 1 of such Fiscal Year and ending on September 30 of such fiscal year and (iv) the fiscal period commencing on October 1 of such Fiscal Year and ending on December 31 of such Fiscal Year.

"Fiscal Year" shall mean the fiscal period commencing on January 1 of a calendar year and ending on December 31 of such calendar year.

"Fixed Charge Coverage Ratio" shall mean, for any period, the ratio of (a)(i) Consolidated EBITDA for such period minus (ii) the aggregate amount of all Capital Expenditures made by the Company and its Subsidiaries during such period (other than Capital Expenditures to the extent financed with the proceeds of any sale or issuance of Equity Interests, the proceeds of any asset sale (other than sales of inventory in the ordinary course of business), the proceeds of any Recovery Event or the proceeds of any incurrence of Indebtedness (other than the incurrence of any Loans or any loans under any other revolving credit (or similar) facility), but including Capital Expenditures to the extent financed with proceeds of Loans and loans under any other revolving credit (or similar) facility, minus (iii) the aggregate amount of all cash payments (including cash Dividends pursuant to Section 10.03(d)) made by the Company and its Subsidiaries in respect of income taxes or income tax liabilities (net of cash income tax refunds) during such period (excluding such cash payments related to asset sales not in the ordinary course of business) to (b) Fixed Charges for such period.

"Fixed Charges" shall mean, for any period, the sum of (a) any amortization or other scheduled payments made during such period on all Indebtedness of the Company and its Subsidiaries for such period (including the principal component of all obligations in respect of all Capitalized Lease Obligations), plus (b) Consolidated Interest Expense of the Company and its Subsidiaries for such period, plus (c) the aggregate amount of all cash Dividends paid by the Company and its Subsidiaries as permitted under Section 10.03 for such period (other than cash Dividends (x) paid to the Company or any of its Subsidiaries or (y) cash Dividends paid pursuant to Sections 10.03(c) and (d) (but in the case of such clause (d), only in respect of income taxes or income tax liabilities)).

"Foreign Lender" shall have the meaning provided in Section 5.04(b).

"Foreign Pension Plan" shall mean any plan, fund (including any superannuation fund) or other similar program established or maintained outside the United States by one or more Holding Companies or any one or more of their respective Subsidiaries primarily for the benefit of employees of such Holding Companies or such Subsidiaries residing outside the United States, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code.

"Foreign Subsidiary" of any Person shall mean any Subsidiary of such Person that is not a Domestic Subsidiary of such Person.

"GAAP" shall mean generally accepted accounting principles in the United States as in effect from time to time; provided that determinations in accordance with GAAP for purposes of Sections 9.13 and 10 and the calculation of the Fixed Charge Coverage Ratio and the Total Leverage Ratio, including defined terms as used therein, are subject (to the extent provided therein) to Section 13.07(a).

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranteed Creditors" shall mean and include each of the Administrative Agent, the Collateral Agent, the Co-ABL Collateral Agents, the Issuing Lenders, the Lenders, the Swingline Lender, each Lender Counterparty and each Treasury Services Creditor.

"Guaranteed Obligations" shall mean (i) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations of any Borrower to the Administrative Agent, the Collateral Agent, the Co-ABL Collateral Agents, the Issuing Lenders, the Swingline Lender and the Lenders (or any of them) now existing or hereafter incurred under, arising out of or in connection with this Agreement and each other Credit Document and the due performance and compliance by such Borrower with all the terms, conditions and agreements contained in this Agreement and in each such other Credit Document, (ii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Hedging Obligations of any Borrower or any Subsidiary thereof to any Secured Hedging Creditor now existing or hereafter incurred under, arising out of or in connection with any Secured Hedging Agreement to which such Secured Hedging Creditor is a party, and the due performance and compliance by such Borrower or such Subsidiary with all terms, conditions and agreements contained in such Secured Hedging Agreement, and (iii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Cash Management Obligations of any Borrower or any Subsidiary thereof to any Secured Cash Management Creditor now existing or hereafter incurred under, arising out of or in connection with any Secured Cash Management Agreement to which such Secured Cash Management Creditor is a party, and the due performance and compliance by such Borrower or such Subsidiary with all terms, conditions and agreements contained in such Secured Cash Management Agreement.

"Guarantor" shall mean and include each Holding Company, each Borrower (in its capacity as a guarantor under the Guaranty) and each Subsidiary Guarantor.

"Guaranty" shall mean the guaranty of the Guarantors pursuant to Section 16.

"Hazardous Materials" shall mean any chemicals, materials, wastes, pollutants, contaminants, or substances in any form that is prohibited, limited or regulated pursuant to any Environmental Law by virtue of their toxic or otherwise deleterious characteristics, including any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, and radon gas.

"Highest Adjustable Applicable Margins" shall have the meaning provided in the definition of Applicable Margin.

"Historical Excess Availability" shall mean, for the purposes of the definition of Applicable Margin, in the case of each Start Date, an amount equal to (x) the sum of each day's Excess Availability during the most recently ended Fiscal Quarter divided by (y) the number of days in such Fiscal Quarter; provided that Excess Availability shall be determined on a Pro Forma Basis in accordance with the requirements of the definition of "Pro Forma Basis" contained herein.

"Holding Company" and "Holding Companies" shall have the meaning provided in the first paragraph of this Agreement.

"Holding Company Common Stock" shall have the meaning provided in Section 8.13(a).

"Incremental Commitment" shall mean, for any Lender, any Revolving Loan Commitment provided by such Lender after the Effective Date in an Incremental Commitment Agreement delivered pursuant to Section 2.15; it being understood, however, that on each date upon which an Incremental Commitment of any Lender becomes effective, such Incremental Commitment of such Lender shall be added to (and thereafter become a part of) the Revolving Loan Commitment of such Lender for all purposes of this Agreement as contemplated by Section 2.15.

"Incremental Commitment Agreement" shall mean each Incremental Commitment Agreement in substantially the form of Exhibit P (appropriately completed, and with such modifications as may be reasonably satisfactory to the Administrative Agent) executed and delivered in accordance with Section 2.15.

"Incremental Commitment Date" shall mean each date upon which an Incremental Commitment under an Incremental Commitment Agreement becomes effective as provided in Section 2.15(b).

"Incremental Commitment Requirements" shall mean, with respect to any provision of an Incremental Commitment on a given Incremental Commitment Date, the satisfaction of each of the following conditions on the Incremental Commitment Date of the respective Incremental Commitment Agreement: (i) no Default or Event of Default exists or would exist after giving effect thereto; (ii) all of the representations and warranties contained in the Credit Documents shall be true and correct in all material respects at such time (unless stated to relate to a specific earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date) (it being understood and agreed that any representation or warranty that is qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects as of any such date); (iii) the delivery by the Company to the Administrative Agent of an acknowledgment, in form and substance satisfactory to the Administrative Agent and executed by

each Credit Party, acknowledging that such Incremental Commitment and all Revolving Loans subsequently incurred, and Letters of Credit issued, as applicable, pursuant to such Incremental Commitment shall constitute Obligations under the Credit Documents and secured on a *pari passu* basis with the Obligations under the Security Documents; (iv) the Company shall have delivered a certificate executed by an Authorized Officer of the Company, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (i) and (ii) and shall have delivered a Borrowing Base Certificate pursuant to Section 9.01(j); and (v) the completion by each Credit Party of (x) such other actions as the Administrative Agent may reasonably request in connection with such Incremental Commitment in order to create, continue or maintain the security interests of the Collateral Agent in the Collateral and the perfection thereof (including any amendments to Security Documents, additional Security Documents, any mortgage amendments, title insurance policies and such other documents reasonably requested by the Administrative Agent to be delivered in connection therewith) and (y) such other conditions that may be specified in the applicable Incremental Commitment Agreement.

"Incremental Lender" shall have the meaning provided in Section 2.15(b).

"Incremental Security Documents" shall have the meaning provided in Section 2.15(b).

"Indebtedness" as applied to any Person shall mean, without duplication, (i) all indebtedness for borrowed money; (ii) that portion of obligations with respect to Capitalized Lease Obligations that is classified as a liability on a balance sheet in conformity with GAAP; (iii) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money; (iv) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (x) trade payables and accrued expenses arising in the ordinary course of business and (y) obligations incurred under ERISA), which purchase price is (a) due more than six months from the date of incurrence of the obligation in respect thereof or (b) evidenced by a note or similar written instrument; (v) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; provided however, in the case of non-recourse Indebtedness, the amount of such Indebtedness shall be limited to the value of the assets securing such indebtedness; (vi) the face amount of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (vii) the direct or indirect guaranty, endorsement (otherwise than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the Indebtedness of another; (viii) any obligation of such Person the primary purpose or intent of which is to provide assurance to an obligee that the obligation of the obligor thereof will be paid or discharged, or any agreement relating thereto will be complied with, or the holders thereof will be protected (in whole or in part) against loss in respect thereof; provided that such obligation shall not be deemed Indebtedness unless the underlying obligation would be deemed Indebtedness; (ix) any liability of such Person for an obligation of another through any agreement (contingent or otherwise) (a) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise) or (b) to maintain the solvency or any balance sheet item, level of income or financial condition of another if, in the case of any agreement described under subclauses (a) or (b) of this clause (ix), the primary purpose or intent thereof is as described in clause (viii) above; provided that such obligation shall not be deemed Indebtedness unless the underlying obligation would be deemed Indebtedness; (x) all net obligations of such Person in respect of any exchange traded or over the counter derivative transaction, including any Interest Rate Protection Agreement or Other Hedging Agreement, whether entered into for hedging or speculative purposes; and (xi) all Off-Balance Sheet Liabilities of such Person. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is directly liable therefore as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Person" shall have the meaning provided in Section 13.01(a).

"Individual Exposure" of any Lender shall mean, at any time, the sum of (a) the aggregate principal amount of all Revolving Loans made by such Lender and then outstanding, (b) such Lender's RL Percentage of the aggregate principal amount of all Swingline Loans then outstanding and (c) such Lender's RL Percentage of the aggregate amount of all Letter of Credit Outstandings at such time.

"Initial Revolving Commitment Termination Date" means August 22, 2015.

"Insolvency Proceeding" shall mean any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any state or foreign bankruptcy or insolvency law (including any Canadian Insolvency Law), assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Intercompany Debt" shall mean any Indebtedness, payables or other obligations, whether now existing or hereafter incurred, owed by any Holding Company or Subsidiary of a Holding Company to any Holding Company or any

Subsidiary or Unrestricted Subsidiary of a Holding Company.

"Intercompany Loans" shall have the meaning provided in Section 10.05(h).

"Intercompany Note" shall mean a promissory note (which may be a global promissory note) evidencing Intercompany Loans, duly executed and delivered substantially in the form of Exhibit K (or such other form as shall be reasonably satisfactory to the Administrative Agent), with blanks completed in conformity herewith.

"Intercreditor Agreement" shall have the meaning provided in Section 6.09.

"Interest Determination Date" shall mean, with respect to any LIBOR Loan, the second Business Day prior to the commencement of any Interest Period relating to such LIBOR Loan.

"Interest Period" shall have the meaning provided in Section 2.09.

"Interest Rate Protection Agreement" shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

"In-Transit Crude Oil" shall mean crude oil purchased by any Borrower for delivery to such Borrower via pipeline from a vendor or supplier.

"Inventory" shall mean "inventory" as such term is defined in Article 9 of the UCC.

"Inventory Reserve" shall mean reserves established by the Co-ABL Collateral Agents in their Permitted Discretion to reflect declines in market value or to reflect factors that may negatively impact the value of Inventory, including change in salability, obsolescence, seasonality, change in composition or mix, markdowns and vendor chargebacks.

"Investment Grade Securities" shall mean (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof), (ii) debt securities or debt instruments with an investment grade rating (but not including any debt securities or instruments of any Holding Company or any Subsidiary, Unrestricted Subsidiary or Affiliate thereof), (iii) investments in any fund that invests exclusively in investments of the type set forth in clauses (i) and (ii) above which fund may also hold immaterial amounts of cash pending investment or distribution, and (iv) corresponding instruments in countries other than the United States customarily utilized for high quality investments.

"Investments" shall have the meaning provided in Section 10.05.

"Issuing Lender" shall mean each of (i) Deutsche Bank Trust Company Americas (except as otherwise provided in Section 12.09), (ii) JPMorgan Chase Bank, N.A., and (iii) any other Lender reasonably acceptable to the Administrative Agent which agrees to issue Letters of Credit hereunder; provided that, if the Extension is effected in accordance with Section 2.16, then on the occurrence of the Initial Revolving Commitment Termination Date, each Issuing Lender shall have the right to resign as such on, or on any date within twenty (20) Business Days after, the Initial Revolving Commitment Termination Date, upon not less than ten (10) days' prior written notice thereof to the Company and the Administrative Agent and, in the event of any such resignation and upon the effectiveness thereof, the resigning Issuing Lender shall retain all of its rights hereunder and under the other Credit Documents as Issuing Lender with respect to all Letters of Credit theretofore issued by it (which Letters of Credit shall remain outstanding in accordance with the terms hereof until their respective expirations) but shall not be required to issue any further Letters of Credit hereunder. If at any time and for any reason (including as a result of resignations as contemplated by the last proviso to the preceding sentence), an Issuing Lender has resigned in such capacity in accordance with the preceding sentence and no Issuing Lenders exist at such time, then no Person shall be an Issuing Lender hereunder obligated to issue Letters of Credit unless and until (and only for so long as) a Lender (or Affiliate of a Lender) reasonably satisfactory to the Administrative Agent and the Company agrees to act as Issuing Lender hereunder. Any Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by one or more Affiliates of such Issuing Lender (and such Affiliate shall be deemed to be an "Issuing Lender" for all purposes of the Credit Documents).

"Issuing Lender Sublimit" shall mean (x) with respect to Deutsche Bank Trust Company Americas (and its Affiliates), Letter of Credit Outstandings at any time not to exceed in the aggregate $125,000,000 (as such amount may be adjusted as provided below), (y) with respect to JPMorgan Chase Bank, N.A. (and its Affiliates), Letter of Credit Outstandings at any time not to exceed in the aggregate $100,000,000 (as such amount may be adjusted as provided below) and (z) with respect to each other Issuing Lender party hereto from time to time, Letter of Credit Outstandings at any time not to exceed in the aggregate an amount to be agreed between the Company and such Issuing Lender (upon notice to the Administrative Agent) (as such amount may be adjusted as provided below) and, in any case of clause (x), (y) or (z), such other amount to be

agreed in writing between the Company and such Issuing Lender (in its sole discretion).

"Joinder Agreement" shall mean, collectively, (i) a Joinder Agreement substantially in the form of Exhibit M, (ii) a joinder or counterpart agreement in the form attached to the Pledge and Security Agreement and (iii) a joinder or counterpart agreement in the form attached to the Intercreditor Agreement (in each case, appropriately completed).

"Landlord Personal Property Collateral Access Agreement" shall mean a Landlord Waiver and Consent Agreement substantially in the form of Exhibit L, with such amendments, modifications or supplements thereto as may be approved by the Administrative Agent.

"L/C Supportable Obligations" shall mean (i) obligations of the Company or any of its Subsidiaries with respect to workers compensation, surety bonds and other similar statutory obligations and (ii) such other obligations of the Company or any of its Subsidiaries as are reasonably acceptable to the respective Issuing Lender and otherwise permitted to exist pursuant to the terms of this Agreement (other than obligations in respect of (s) the First Lien Notes, (t) the Refinancing First Lien Notes, (u) the Second Lien Notes, (v) the Refinancing Second Lien Notes, (w) any Qualified Debt, (x) obligations in respect of Indebtedness permitted under Section 10.04(p), (y) any Indebtedness or other obligations that are subordinated in right of payment to the Obligations and (z) any Equity Interests).

"Lead Arranger" shall mean each of Deutsche Bank Securities Inc. and J.P. Morgan Securities LLC, each in its capacity as a Joint Lead Arranger and Joint Book Runner for the credit facilities hereunder, and any successors thereto.

"Leaseholds" of any Person shall mean all the right, title and interest of such Person as lessee or licensee in, to and under leases or licenses of land, improvements and/or fixtures.

"Lender" shall mean each financial institution listed on Schedule 1.01(a), as well as any Person that becomes a "Lender" hereunder pursuant to Section 2.13, Section 2.15 or Section 13.04(b).

"Lender Default" shall mean, as to any Lender, (i) the wrongful refusal (which has not been retracted) of such Lender or the failure of such Lender (which has not been cured) to make available its portion of any Borrowing (including any Mandatory Borrowing) or to fund its portion of any unreimbursed payment with respect to a Letter of Credit pursuant to Section 3.04(c), which refusal or failure is not cured within two Business Days after the date of such refusal or failure unless subject to a good faith dispute, (ii) such Lender having been deemed insolvent or having become the subject of a bankruptcy or insolvency proceeding or a takeover by a regulatory authority, or (iii) such Lender having notified the Administrative Agent, the Swingline Lender, any Issuing Lender and/or any Credit Party (x) that it does not intend to comply with its obligations under Section 2.01(a) or (c), Section 2.04 or Section 3, as the case may be, in circumstances where such non-compliance would constitute a breach of such Lender's obligations under the respective Section (unless such notice, in the case of this sub-clause (x), has been retracted by such Lender) or (y) of the events described in preceding clause (ii), provided that, for purposes of (and only for purposes of) Sections 2.01(b), 3.03(b) and 5.02(g) and any documentation entered into pursuant to the Back Stop Arrangements (and the term "Defaulting Lender" as used therein), the term "Lender Default" shall also include, as to any Lender, (i) any Affiliate of such Lender that has "control" (within the meaning provided in the definition of "Affiliate") of such Lender having been deemed insolvent or having become the subject of a bankruptcy or insolvency proceeding or a takeover by a regulatory authority, (ii) any previously cured "Lender Default" of such Lender under this Agreement, unless such Lender Default has ceased to exist for a period of at least 90 consecutive days, (iii) any default by such Lender with respect to its funding obligations under any other credit facility to which it is a party and which the Swingline Lender, any Issuing Lender or the Administrative Agent believes in good faith has occurred and is continuing after notice thereof to such Lender, unless subject to a good faith dispute, and (iv) the failure of such Lender to make available its portion of any Borrowing (including any Mandatory Borrowing) or to fund its portion of any unreimbursed payment with respect to a Letter of Credit pursuant to Section 3.04(c) within two Business Days of the date (x) the Administrative Agent (in its capacity as a Lender) or (y) Lenders constituting the Required Lenders with Revolving Loan Commitments has or have, as applicable, funded its or their portion thereof; provided, however, a Lender shall not be deemed in Lender Default solely as a result of the acquisition or maintenance of an ownership in such Lender or any Person controlling such Lender or the exercise of control over such Lender or any Person controlling such Lender by a Governmental Authority or an instrumentality thereof.

"Letter of Credit" shall have the meaning provided in Section 3.01(a).

"Letter of Credit Back-Stop Arrangements" shall have the meaning provided in Section 3.03(b).

"Letter of Credit Fee" shall have the meaning provided in Section 4.01(b).

"Letter of Credit Outstandings" shall mean, at any time, the sum of (i) the Stated Amount of all outstanding Letters of Credit at such time and (ii) the aggregate amount of all Unpaid Drawings in respect of all Letters of Credit at such time.

"Letter of Credit Request" shall have the meaning provided in Section 3.03(a).

"LIBO Rate" shall mean, with respect to any Borrowing of LIBOR Loans for any Interest Period, (a) the rate per annum determined by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the commencement of such Interest Period by reference to the Reuters Screen LIBOR01 for deposits in Dollars (or such other comparable page as may, in the opinion of the Administrative Agent, replace such page for the purpose of displaying such rates) for a period equal to such Interest Period; provided that to the extent that an interest rate is not ascertainable pursuant to the foregoing provisions of this definition, the "LIBO Rate" shall be the interest rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits in Dollars are offered for such relevant Interest Period to major banks in the London interbank market in London, England by the Administrative Agent at approximately 11:00 a.m. (London time) on the date that is two Business Days prior to the beginning of such Interest Period, divided by (b) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including any marginal, emergency, supplemental, special or other reserves required by applicable law) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency funding or liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D).

"LIBOR Loan" shall mean each Loan (other than a Swingline Loan) designated as such by the applicable Borrower at the time of the incurrence thereof or conversion thereto.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the UCC, PPSA or any other similar recording or notice statute, and any lease having substantially the same effect as any of the foregoing).

"Loan" shall mean each Revolving Loan and each Swingline Loan.

"Major Scheduled Turnaround" shall mean (i) with respect to the Coffeyville Refinery, a scheduled shutdown of refinery process units primarily for purposes of conducting maintenance of at least twenty (20) consecutive days, which shutdown shall occur no more than two times prior to the Initial Revolving Commitment Termination Date and (ii) prior to the Permitted Fertilizer Event, with respect to the Coffeyville Nitrogen Plant, a scheduled shutdown primarily for purposes of conducting maintenance of at least seven (7) consecutive days, which shutdown shall not occur more than two times in any twenty-four (24) month period.

"Major Scheduled Turnaround Expenses" shall mean expenses which have been incurred by the Company or its Subsidiaries to complete a Major Scheduled Turnaround but only to the extent such amounts are included in determining Consolidated Net Income for the respective period.

"Management Agreements" shall have the meaning provided in Section 6.05(b).

"Mandatory Borrowing" shall have the meaning provided in Section 2.01(c).

"Margin Stock" shall have the meaning provided in Regulation U.

"Material Adverse Effect" shall mean (a) a material adverse change in, or a material adverse effect on, the business, operations, property, assets, liabilities (actual or contingent) or condition (financial or otherwise) of the Credit Parties taken as a whole or (b) a material impairment of the rights and remedies of the Lenders, the Administrative Agent or the Collateral Agent hereunder or under any other Credit Document or of the ability of any Credit Party to perform its obligations hereunder or under any other Credit Document to which it is a party or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Credit Party of any Credit Document to which it is a party. The Permitted Fertilizer Event (in and of itself) is not a Material Adverse Effect.

"Material Contract" shall mean (i) any contract or other arrangement to which any Holding Company or any of their respective Subsidiaries is a party (other than the Credit Documents) for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect and (ii) for purposes of Section 4.5 of the Pledge and Security Agreement, any contract or agreement relating to ABL Priority Collateral.

"Material Real Property" shall mean (i) (a) all Real Property set forth in Schedule 1.01(e), (ii) any other fee-owned Real Property having a fair market value in excess of $10,000,000 as of the date of the acquisition thereof (other than the Real Property set forth on Schedule 1.01(f)) and (b) all other Leaseholds other than those with respect to which the aggregate annual payments under the term of the lease are less than $10,000,000 per annum, (iii) any Real Property that the Collateral Agent has determined in its reasonable judgment after consultation with the Company is material to the properties,

assets, liabilities, condition (financial or otherwise) or results of operation of the Holding Companies and each of their Subsidiaries, including the Company, or (iv) any Real Property in which any Lien is granted (or required to be granted) in respect of any other Indebtedness subject to the Intercreditor Agreement.

"Maximum Letter of Credit Amount" shall mean, at any time, an amount equal to 90% of the Total Revolving Loan Commitment at such time.

"Maximum Rate" shall have the meaning provided in Section 13.20.

"Maximum Swingline Amount" shall mean, at any time, an amount equal to the lesser of (i) $25,000,000 and (ii) 10% of the Total Revolving Loan Commitment at such time.

"Minimum Borrowing Amount" shall mean (i) for Revolving Loans, $500,000, and (ii) for Swingline Loans (x) at all times when a Dominion Period is not in existence, $100,000, and (y) at all other times, there shall be no Minimum Borrowing Amount.

"Minimum Extension Condition" shall have the meaning provided in Section 2.16(d).

"MLP" shall mean CVR Partners, LP, a Delaware limited partnership.

"MLP IPO" shall mean the initial public offering of MLP contemplated by the form S-1, filed with the SEC on December 20, 2010, as amended from time to time.

"Monthly Payment Date" shall mean the last Business Day of each calendar month occurring after the Effective Date.

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgage" shall mean a mortgage, leasehold mortgage, deed of trust, leasehold deed of trust, deed to secure debt, leasehold deed to secure debt, debenture or similar security instrument.

"Mortgage Policy" shall mean a Lender's title insurance policy (Form 1992).

"Mortgaged Property" shall mean any Real Property owned or leased by any Credit Party which is encumbered (or required to be encumbered) by a Mortgage pursuant to the terms of this Agreement or any Security Document.

"Multiemployer Plan" shall mean any Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"NAIC" shall mean the National Association of Insurance Commissioners.

"Net Insurance Proceeds" shall mean, with respect to any Recovery Event, the cash proceeds received by the respective Person in connection with such Recovery Event (net of (a) reasonable costs and taxes incurred in connection with such Recovery Event and (b) required payments of any Indebtedness (other than Indebtedness secured pursuant to the Security Documents and Indebtedness secured by a junior Lien on the ABL Priority Collateral) which is secured by the respective assets which are the subject of such Recovery Event).

"Net Orderly Liquidation Value" shall mean, for any Eligible Fertilizer Inventory, the "net orderly liquidation value" determined by an unaffiliated valuation company reasonably acceptable to the Co-ABL Collateral Agents after performance of an Inventory valuation to be done at the Borrowers' request and expense, which shall be net of the amount of sales costs and expenses of such Inventory.

"Net Sale Proceeds" shall mean, for any sale or other disposition of assets, the gross cash proceeds (including any cash received by way of deferred payment pursuant to a promissory note, receivable or otherwise, but only as and when received) received from such sale or other disposition of assets, net of (i) reasonable transaction costs (including any underwriting, brokerage or other customary selling commissions, reasonable legal, advisory and other fees and expenses (including title and recording expenses), associated therewith and sales, VAT and transfer taxes arising therefrom), (ii) payments of unassumed liabilities relating to the assets sold or otherwise disposed of, (iii) the amount of such gross cash proceeds required to be used to permanently repay any Indebtedness (other than Indebtedness secured pursuant to the Security Documents and Indebtedness secured by a junior Lien on the ABL Priority Collateral), which is secured by the respective assets which were sold or otherwise disposed of, and (iv) the estimated net marginal increase in income taxes which will be payable by the Holding Companies' consolidated group or any Subsidiary of any Holding Company with respect to the Fiscal

Year of the Company in which the sale or other disposition occurs as a result of such sale or other disposition; provided, however, that such gross proceeds shall not include any portion of such gross cash proceeds which the Company determines in good faith should be reserved for post-closing adjustments (to the extent the Company delivers to the Administrative Agent a certificate signed by an Authorized Officer of the Company as to such determination), it being understood and agreed that on the day that all such post-closing adjustments have been determined, the amount (if any) by which the reserved amount in respect of such sale or disposition exceeds the actual post-closing adjustments payable by any Holding Company or any of their respective Subsidiaries shall constitute Net Sale Proceeds on such date received by any Holding Company and/or any of their respective Subsidiaries from such sale or other disposition.

"Non-Defaulting Lender" shall mean and include each Lender, other than a Defaulting Lender.

"Non-Wholly-Owned Subsidiary" shall mean, as to any Person, each Subsidiary of such Person which is not a Wholly-Owned Subsidiary of such Person.

"Note" shall mean each Revolving Note and the Swingline Note.

"Note Indenture Borrowing Base" shall have the meaning given to the term "Borrowing Base" in the First Lien Notes Indenture and the Second Lien Notes Indenture, as such term is amended from time to time under (and in accordance with the terms of) the First Lien Notes Indenture and the Second Lien Notes Indenture.

"Notes Priority Collateral" shall mean any and all Collateral other than the ABL Priority Collateral.

"Notice Date" shall have the meaning provided in Section 2.16(a).

"Notice of Borrowing" shall have the meaning provided in Section 2.03(a).

"Notice of Conversion/Continuation" shall have the meaning provided in Section 2.06.

"Notice Office" shall mean (i) for credit notices, the office of the Administrative Agent located at 700 Louisiana Street, Suite 1500, Houston, Texas 77002, Attention: David E. Sisler, Telephone No.: (832) 239-4627, and Telecopier No.: (832)-239-4693, and (ii) for operational notices, the office of the Administrative Agent located at 5022 Gate Parkway #200, Jacksonville, Florida 32256, Attention: Pam Wedenfeller, Telephone No.: (904) 527-6516, and Telecopier No.: (732) 380-3355, or (in either case) such other office or person as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

"Obligations" shall mean (x) the principal of, premium, if any, and interest on the Notes issued by, and the Loans made to, the Borrowers under this Agreement, and all reimbursement obligations and Unpaid Drawings with respect to Letters of Credit and (y) all other payment obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities owing by the Borrowers and the other Credit Parties to the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender, the Swingline Lender or any Lender under this Agreement and each other Credit Document to which any Borrower or other Credit Party is a party (including indemnities, expenses (including Expenses), Fees and interest thereon (including in each case any interest, Fees or expenses (including Expenses) accruing after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the rate provided for in this Agreement, whether or not such interest, Fees or expenses (including Expenses) are an allowed claim in any such proceeding)), whether now existing or hereafter incurred under, arising out of or in connection with each such Credit Document and including all guaranties of the foregoing obligations, indebtedness and liabilities (but shall in any event exclude any Secured Hedging Obligations and Secured Cash Management Obligations).

"OFAC" shall have the meaning provided in Section 8.24(a).

"Off-Balance Sheet Liabilities" of any Person shall mean (i) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (ii) any liability of such Person under any sale and leaseback transactions that does not create a liability on the balance sheet of such Person, (iii) any obligation under a Synthetic Lease or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person (but excluding, for the avoidance of doubt, any operating leases).

"Other Hedging Agreements" shall mean any foreign exchange contracts, currency swap agreements, commodity agreements (including Commodity Agreements) or other similar arrangements, or arrangements designed to protect against fluctuations in currency values or commodity prices.

"Paid but Unexpired Standby Letters of Credit" shall mean, during a Post Supplier Payment Period, the

amount available for drawing under an outstanding standby Letter of Credit issued to support the purchase of Petroleum Inventory of the Borrowers as of such date of determination where the supplier of such Petroleum Inventory in connection with which such standby Letter of Credit was specifically issued has been paid in full and therefore is not otherwise entitled to draw on such standby Letter of Credit, in whole or in part.

"Parent" shall mean CVR Energy, Inc., a Delaware corporation.

"Participant" shall have the meaning provided in Section 3.04(a).

"Participant Register" shall have the meaning provided in Section 13.04(a).

"Partnership Agreement" shall mean the Limited Partnership Agreement of MLP, dated as of October 24, 2007, together with the Contribution, Conveyance and Assumption Agreement, dated as of October 24, 2007, among the Company, MLP, and the other parties thereto, as each may be amended, restated, modified, supplemented and/or replaced from time to time in accordance with the terms thereof and hereof.

"Patriot Act" shall have the meaning provided in Section 13.17.

"Payment Conditions" shall mean that each of the following conditions are satisfied at the time of each action or proposed action and immediately after giving effect thereto: (i) there is no Default or Event of Default existing immediately before or after the action or proposed action, (ii) Excess Availability on the date of the action or proposed action (calculated after giving effect to the Borrowing of any Loans or issuance of any Letters of Credit in connection with the action or proposed action) and Projected Excess Availability at all times during the 12-month period following the date of the action or proposed action shall exceed (A) in the case of Sections 9.13(a), 10.02(e) and 10.05(u), 17.5%, and (B) in the case of Sections 10.03(h) and 10.08(a), 20.0%, in each case of Availability as then in effect, (iii) the Company shall be in compliance with a Fixed Charge Coverage Ratio of not less than (A) in the case of Sections 9.13(a), 10.02(e) and 10.05(u), 1.00:1.00, (B) in the case of Section 10.03(h), 1.15:1.00, and (C) in the case of Section 10.08(a), 1.10:1.00, in each case for the Test Period then most recently ended on a Pro Forma Basis as if such action or proposed action had occurred on the first day of such Test Period, and (iv) the Company shall have delivered to the Administrative Agent a certificate of an Authorized Officer of the Company certifying as to compliance with preceding clauses (i) through (iii) and demonstrating (in reasonable detail) the calculations required by preceding clauses (ii) and (iii).

"Payment Office" shall mean the office of the Administrative Agent located at 60 Wall Street, New York, New York 10005 or such other office as the Administrative Agent may hereafter designate in writing as such to the other parties hereto.

"PBGC" shall mean the U.S. Pension Benefit Guaranty Corporation.

"Permitted Acquisition" shall mean the acquisition by a Qualified Credit Party of an Acquired Entity or Business; provided that (in each case) (a) the consideration paid or to be paid by the Qualified Credit Party consists solely of cash (including proceeds of Loans), Equity Interests of Parent, Equity Interests of MLP (but only following the MLP IPO), the issuance or incurrence of Indebtedness otherwise permitted by Section 10.04 and the assumption/acquisition of any Indebtedness (calculated at face value) which is permitted to remain outstanding in accordance with the requirements of Section 10.04, (b) the Acquired Entity or Business acquired pursuant to the respective Permitted Acquisition is in a business permitted by Section 10.11, (c) the Acquired Entity or Business acquired pursuant to the respective Permitted Acquisition is acquired in a "non-hostile" transaction approved by the board of directors (or similar body) of such Acquired Entity or Business and (d) all requirements of Sections 9.13, 10.02 and 10.12 applicable to Permitted Acquisitions are satisfied. Notwithstanding anything to the contrary contained in the immediately preceding sentence, an acquisition which does not otherwise meet the requirements set forth above in the definition of "Permitted Acquisition" shall constitute a Permitted Acquisition if, and to the extent, the Required Lenders agree in writing, prior to the consummation thereof, that such acquisition shall constitute a Permitted Acquisition for purposes of this Agreement.

"Permitted Discretion" shall mean the commercially reasonable exercise of the Co-ABL Collateral Agents' good faith credit judgment exercised in accordance with customary business practices for comparable asset-based lending transactions in consideration of any factor which is reasonably likely to (i) adversely affect the value of any Collateral, the enforceability or priority of the Liens thereon or the amount that the Administrative Agent, the Collateral Agent, the Issuing Lenders and the Lenders would be likely to receive (after giving consideration to delays in payment and costs of enforcement) in the liquidation thereof, (ii) suggest that any collateral report or financial information delivered to the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent or the Lender, by any Person on behalf of any Credit Party is incomplete, inaccurate or misleading in any material respect, or (iii) materially increase the likelihood that the Administrative Agent, the Collateral Agent, any Co- ABL Collateral Agent, the Issuing Lenders and the Lenders would not receive payment in full in cash for all of the Obligations. Subject to the proviso in the definition of "Reserves", in exercising such judgment, the

Co-ABL Collateral Agents may consider such factors already included in or tested by the definition of Eligible Accounts or Eligible Inventory, as well as any of the following: (i) material changes in collection history and dilution or collectability with respect to the Accounts; (ii) material changes in demand for, pricing of, or product mix of, Inventory; and (iii) any other factors that materially change the credit risk of lending to any Borrower on the security of any Borrower's Accounts or Inventory.

"Permitted Encumbrance" shall mean, with respect to any Mortgaged Property, such exceptions to title as are set forth in the Mortgage Policy delivered with respect thereto, all of which exceptions must be acceptable to the Administrative Agent in its reasonable discretion.

"Permitted Fertilizer Event" shall mean the sale, transfer, spin-off, conveyance or other disposition of the nitrogen fertilizer business of the Fertilizer Entities and all transactions related thereto (whether effectuated through the sale, assignment, transfer, conveyance or other disposition of MLP or its existing Subsidiaries, or any Equity Interests thereof, in whole or in part, or whether through an initial public offering or spin-off thereof or otherwise). The MLP IPO is a Permitted Fertilizer Event. The Permitted Fertilizer Event may only occur if the requirements of Section 10.14 have been satisfied.

"Permitted Liens" shall have the meaning provided in Section 10.01.

"Person" shall mean any individual, partnership, joint venture, firm, corporation, association, limited liability company, trust or other enterprise or any Governmental Authority.

"Petroleum Inventory" shall mean Inventory consisting of refined petroleum products, crude oil, condensate, natural gas liquids, liquefied petroleum gases, asphalt or any blend thereof.

"Plan" shall mean an "employee benefit plan" as defined in Section 3 of ERISA (other than a Multiemployer Plan) maintained or contributed to by any Holding Company, any of their respective Subsidiaries or any of their respective ERISA Affiliates or any Unrestricted Subsidiaries that are ERISA Affiliates or with respect to which any Holding Company, any of their respective Subsidiaries or any of their respective ERISA Affiliates or any Unrestricted Subsidiaries that are ERISA Affiliates has any obligation to contribute or any liability.

"Pledge and Security Agreement" shall have the meaning provided in Section 6.10.

"Pledge and Security Agreement Collateral" shall mean all "Collateral" as defined in the Pledge and Security Agreement.

"Post Supplier Payment Period" shall mean the period commencing on the date on which a Borrower shall have paid in full all amounts owed for the purchase of Petroleum Inventory (the "Full Payment Date"), the payment for which was supported by a standby Letter of Credit issued specifically for such purpose and ending on the earlier of (a) three Business Days after the Full Payment Date and (b) the date the original of such standby Letter of Credit is returned to the applicable Issuing Lender for cancellation with such instructions for cancellation as such Issuing Lender may require.

"PPSA" shall mean the *Personal Property Security Act* (Alberta) (or any successor statute) and similar legislation of any other Canadian jurisdiction, including the Civil Code of Québec, the laws of which are required by such legislation to be applied in connection with the grant, perfection, enforcement, opposability, priority, validity or effect of security interests in the Pledge and Security Agreement Collateral.

"Preferred Equity", as applied to the Equity Interests of any Person, means Equity Interests of such Person (other than common Equity Interests of such Person) of any class or classes (however designed) that ranks prior, as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation, dissolution or winding up of such Person, to shares of Equity Interests of any other class of such Person, and shall include any Qualified Preferred Stock.

"Prime Lending Rate" shall mean the rate which the Administrative Agent announces from time to time as its prime lending rate, the Prime Lending Rate to change when and as such prime lending rate changes. The Prime Lending Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer by the Administrative Agent, which may make commercial loans or other loans at rates of interest at, above or below the Prime Lending Rate.

"Pro Forma Basis" shall mean, in connection with any calculation of compliance with any financial covenant or financial term, the calculation thereof after giving effect on a pro forma basis to (x) the incurrence of any Indebtedness (other than revolving Indebtedness, except to the extent same is incurred to refinance other outstanding Indebtedness, to finance a Permitted Acquisition or other Investment or to finance a Dividend) after the first day of the relevant Calculation

Period or Test Period, as the case may be, as if such Indebtedness had been incurred (and the proceeds thereof applied) on the first day of such Test Period or Calculation Period, as the case may be, (y) the permanent repayment of any Indebtedness (other than revolving Indebtedness, except to the extent accompanied by a corresponding permanent commitment reduction) after the first day of the relevant Test Period or Calculation Period, as the case may be, as if such Indebtedness had been retired or repaid on the first day of such Test Period or Calculation Period, as the case may be, and (z) any Permitted Acquisition or any Significant Asset Sale then being consummated as well as any other Permitted Acquisition or any other Significant Asset Sale if consummated after the first day of the relevant Test Period or Calculation Period, as the case may be, and on or prior to the date of the respective Permitted Acquisition or Significant Asset Sale, as the case may be, then being effected, with the following rules to apply in connection therewith:

(i) all Indebtedness (x) (other than revolving Indebtedness, except to the extent same is incurred to refinance other outstanding Indebtedness, to finance Permitted Acquisitions or other Investments or to finance a Dividend) incurred or issued after the first day of the relevant Test Period or Calculation Period (whether incurred to finance a Permitted Acquisition, to refinance Indebtedness or otherwise) shall be deemed to have been incurred or issued (and the proceeds thereof applied) on the first day of such Test Period or Calculation Period, as the case may be, and remain outstanding through the date of determination and (y) (other than revolving Indebtedness, except to the extent accompanied by a corresponding permanent commitment reduction) permanently retired or redeemed after the first day of the relevant Test Period or Calculation Period, as the case may be, shall be deemed to have been retired or redeemed on the first day of such Test Period or Calculation Period, as the case may be, and remain retired through the date of determination;

(ii) all Indebtedness assumed to be outstanding pursuant to preceding clause (i) shall be deemed to have borne interest at (x) the rate applicable thereto, in the case of fixed rate indebtedness, or (y) the rates which would have been applicable thereto during the respective period when same was deemed outstanding, in the case of floating rate Indebtedness (although interest expense with respect to any Indebtedness for periods while same was actually outstanding during the respective period shall be calculated using the actual rates applicable thereto while same was actually outstanding); provided that all Indebtedness (whether actually outstanding or deemed outstanding) bearing interest at a floating rate of interest shall be tested on the basis of the rates applicable at the time the determination is made pursuant to said provisions; and

(iii) in making any determination of Consolidated EBITDA on a Pro Forma Basis, pro forma effect shall be given to any Permitted Acquisition or any Significant Asset Sale if effected during the respective Calculation Period or Test Period as if same had occurred on the first day of the respective Calculation Period or Test Period, as the case may be, and taking into account, in the case of any Permitted Acquisition, any Pro Forma Cost Savings, as if such cost savings or expenses were realized on the first day of the respective period.

"Pro Forma Cost Savings" shall mean, with respect to any period, the reduction in net costs, integration and other synergies (including improvements to gross margins) and related adjustments that (i) are directly attributable to an acquisition that occurred during the four-quarter period or after the end of the four-quarter period and on or prior to the respective Calculation Period and calculated on a basis that is consistent with Regulation S-X under the Securities Act, (ii) were actually implemented with respect to any acquisition within 12 months after the date of the acquisition and prior to the respective Calculation Period that are supportable and quantifiable by underlying accounting records or (iii) the Company reasonably determines are expected to be realized within 12 months of the respective Calculation Period and, in each case are set forth, as provided below, in an officer's certificate of an Authorized Officer of the Company, as if all such reductions in costs and integration and other synergies had been effected as of the beginning of such period. "Pro Forma Cost Savings" set forth above shall be established by a certificate delivered to the Administrative Agent from an Authorized Officer of the Company that outlines the specific actions taken or to be taken and the benefit achieved or to be achieved from each such action and, in the case of clause (iii) above, that states such benefits have been determined to be probable.

"Projected Excess Availability" shall mean, with respect to the 12-month period following the date of the respective action or proposed action, Excess Availability at all times during such 12-month period based on good faith and reasonable projections prepared by or on behalf of the Company for the relevant 12-month period at the time that such projections are prepared and at the time such projections are delivered to the Administrative Agent.

"Projections" shall mean the projections that were prepared by or on behalf of the Company in connection with the Transaction and delivered to the Administrative Agent and the Lenders prior to the Effective Date.

"Qualified Cash Equivalents" shall mean, as to any Person, (i) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than six months from the date of acquisition, (ii) commercial paper rated at least P-1 by Moody's or at least A-1 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency) and in each case maturing within six

months after the date of acquisition, (iii) marketable short-term money market and similar securities having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively, or liquidity funds or other similar money market mutual funds, with a rating of at least Aaa by Moody's or AAAm by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency), (iv) money market funds at least 95% of the assets of which constitute Qualified Cash Equivalents of the kinds set forth in clauses (i), (ii), (iii), (v) and (vi) of this definition, (v) Dollar denominated time deposits, demand deposits, money market deposits, certificates of deposit and eurodollar time deposits in each case with maturities of six months or less from the date of acquisition and Dollar denominated overnight bank deposits, in each case maintained with any domestic commercial bank (including domestic commercial banks that are Subsidiaries of non-U.S. banks) having capital and surplus in excess of $250,000,000, (vi) securities issued by any state of the United States or any political subdivision or taxing authority of any such state, or any public instrumentality thereof, maturing within six months from the date of acquisition thereof and having one of the three highest ratings obtainable from Moody's or S&P and (vii) repurchase obligations for underlying securities of the types set forth in clauses (i) and (v) of this definition entered into with any financial institution meeting the qualifications specified in clause (v) above and having a term of no more than seven days.

"Qualified Credit Party" shall mean each Borrower and each Subsidiary Guarantor.

"Qualified Debt" shall mean Indebtedness permitted to be incurred pursuant to Sections 10.04(g) (but, in the case of such clause (g), only to the extent such Indebtedness is in excess of $25,000,000 in the aggregate), (o), (q) and (r).

"Qualified Debt Conditions" shall mean that each of the following conditions are satisfied: (i) such Indebtedness is not a working capital facility; (ii) except as provided in clause (v) below, such Indebtedness does not have any maturity, redemption, mandatory repayment or prepayment or similar requirements earlier than six months after the Revolving Commitment Termination Date (other than customary mandatory prepayments or offers to prepay pursuant to customary asset sale and insurance or condemnation recovery event provisions (other than with respect to ABL Priority Collateral) and change of control provisions; (iii) such Indebtedness is either (x) not secured by a Lien on any ABL Priority Collateral or (y) if secured by a Lien on ABL Priority Collateral, such Lien is junior and subordinate to any Liens purported to be created on any ABL Priority Collateral pursuant to the Security Documents and the Collateral Agent (on behalf of the Secured Parties) has been granted a Lien on any collateral (that is not otherwise Collateral) securing (or purporting to secure) such Indebtedness; (iv) if such Indebtedness is secured, the holders of such Indebtedness (or the collateral (or similar) agent for such holders), each Credit Party that is an obligor under such Indebtedness and the Collateral Agent shall have entered into the Intercreditor Agreement establishing the relative rights and priorities (and related creditor rights) with respect to the ABL Priority Collateral and such other Collateral; (v) such Indebtedness does not have any interim annual scheduled amortization, redemption, maturity, repayment or similar requirement in excess of 2.00% of the aggregate principal amount of such Indebtedness unless the Company shall be in compliance with a Fixed Charge Coverage Ratio at the time of the incurrence of such Indebtedness of not less than 1.00:1.00 for the Test Period then most recently ended on a Pro Forma Basis as if such Indebtedness had been incurred on the first day of such Test Period; (vi) no Default or Event of Default then exists or would result therefrom; and (vii) prior to the date of the incurrence of such Indebtedness, the Company shall have delivered to the Administrative Agent a certificate of an Authorized Officer of the Company certifying as to compliance with preceding clauses (i) through (vi) and demonstrating (in reasonable detail) the calculations required by preceding clause (v).

"Qualified Debt Documents" shall mean any indenture, purchase agreement, credit agreement, loan agreement or similar agreement or arrangement evidencing or governing any Qualified Debt, and also shall include all guarantee agreements and other documents, agreements or instruments from time to time relating thereto.

"Qualified Preferred Stock" shall mean any Preferred Equity of any Holding Company so long as the terms of any such Preferred Equity (and the terms of any Equity Interests into which such Preferred Equity is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof) (x) do not contain any mandatory put, redemption, repayment, sinking fund or other similar provision, (y) do not require the cash payment of dividends or distributions that would otherwise be prohibited by the terms of this Agreement or any other agreement or contract of any Holding Company or any of their respective Subsidiaries, and (z) are otherwise reasonably satisfactory to the Administrative Agent.

"Qualified Secured Debt" shall mean any Qualified Debt that is secured by a Lien on any asset or property of any Holding Company or any of their respective Subsidiaries.

"Qualified Secured Debt Agent" shall mean any collateral agent, collateral trustee or similar representative for any issue of Qualified Secured Debt.

"Qualified Secured Debt Documents" shall mean any Qualified Debt Documents evidencing or governing any Qualified Secured Debt, and also shall include all pledge agreements, security agreements, mortgages, deeds of trust, collateral documents and other documents, agreements or instruments from time to time creating (or purporting to create)

Liens on any assets or properties of any Holding Company or any of their respective Subsidiaries to secure any obligations under any Qualified Secured Debt Documents.

"Qualified Secured Debt Secured Parties" shall mean and include any Qualified Secured Debt Agent, any other agent, trustee, representative or similar Person for the holders of any Qualified Secured Debt and the holders from time to time of any Qualified Secured Debt.

"Quarterly Payment Date" shall mean the last Business Day of each Fiscal Quarter occurring after the Effective Date.

"Quarterly Pricing Certificate" shall have the meaning provided in the definition of Applicable Margin.

"RCRA Administrative Orders" shall mean (a) the Administrative Order on Consent between the Coffeyville Group Holdings, LLC and the EPA dated October 21, 1994 pursuant to RCRA Docket No. VII-94-H-0020; and (b) the Administrative Order on Consent between the Coffeyville Group Holdings, LLC and the EPA dated January 12, 1996 pursuant to RCRA Docket No. VII-95-H-0011, in each case including any subsequent amendments thereto.

"Real Property" of any Person shall mean all the right, title and interest of such Person in and to land, improvements and fixtures, including Leaseholds.

"Recovery Event" shall mean any event that gives rise to the receipt by any Holding Company or any of their respective Subsidiaries of any cash insurance proceeds or condemnation awards payable (i) by reason of theft, loss, physical destruction, damage, taking or any other similar event with respect to any property or assets of any Holding Company or any of their respective Subsidiaries or (ii) under any policy of insurance maintained by any of them.

"Refinancing" shall mean the refinancing transactions described in Section 6.06, and "Refinanced" shall have a corresponding meaning.

"Refinancing First Lien Notes" shall mean any Indebtedness of the Company and FinCo (which may be guaranteed by the other Borrowers and Guarantors) the net cash proceeds of which are used to refinance, replace, defease, discharge or refund all then outstanding First Lien Notes so long as (a) such Indebtedness does not have any maturity, amortization, mandatory redemption, mandatory repayment or prepayment, mandatory sinking fund or similar requirement earlier than six months after the Revolving Commitment Termination Date (other than customary mandatory offers to prepay pursuant to customary asset sale and insurance or condemnation recovery event provisions (other than with respect to ABL Priority Collateral) and change of control provisions), (b) such Indebtedness has a weighted average life to maturity greater than the weighted average life to maturity of the First Lien Notes, (c) such Indebtedness does not (i) exceed the aggregate principal amount of the First Lien Notes being refinanced, replaced, defeased, discharged or refunded other than as a result of the refinancing of accrued and unpaid interest and premiums (including applicable prepayment premiums) and the fees and the costs of issuing such refinancing Indebtedness or (ii) add guarantors, obligors (unless they are Borrowers or Guarantors) or security from that which applied to the First Lien Notes, (d) if such Indebtedness is secured, such Indebtedness shall be subject to the terms and conditions of the Intercreditor Agreement on the same basis (or on less favorable terms to the holders of such Refinancing First Lien Notes) than the First Lien Notes, and (e) the terms of such Indebtedness are on market terms (or more favorable terms to the Company and its Subsidiaries) for first lien senior secured debt securities or loans for similar issuers, provided that a certificate of an Authorized Officer of the Company delivered to the Administrative Agent in good faith prior to the incurrence of such Indebtedness certifying that the Company has determined in good faith that such terms satisfy the requirements of this clause (e) shall be conclusive evidence that such terms satisfy such requirements.

"Refinancing First Lien Notes Agent" shall mean the respective collateral agent, collateral trustee or similar Person for the holders of the Refinancing First Lien Notes.

"Refinancing First Lien Notes Documents" shall mean the Refinancing First Lien Notes Indenture, the Refinancing First Lien Security Documents, all guarantee agreements relating to the Refinancing First Lien Notes and all other documents, agreements or instruments from time to time relating thereto.

"Refinancing First Lien Notes Indenture" shall mean any indenture, purchase agreement, credit agreement, loan agreement or similar agreement or arrangement evidencing or governing the Refinancing First Lien Notes.

"Refinancing Fist Lien Notes Secured Parties" shall mean the Refinancing First Lien Notes Agent and any other agent, trustee, representative or similar Person for the holders of any Refinancing First Lien Notes and the holders from time to time of any Refinancing First Lien Notes.

"Refinancing First Lien Notes Security Documents" shall mean all pledge agreements, security agreements,

mortgages, deeds of trust, collateral documents and other documents, agreements or instruments from time to time that create (or purport to create) Liens on any assets or properties of any Credit Party to secure any obligations under the Refinancing First Lien Notes Documents.

"Refinancing Second Lien Notes" shall mean any Indebtedness of the Company and FinCo (which may be guaranteed by the other Borrowers and Guarantors) the net cash proceeds of which are used to refinance, replace, defease, discharge or refund all then outstanding Second Lien Notes and/or First Lien Notes so long as (a) such Indebtedness does not have any maturity, amortization, mandatory redemption, mandatory repayment or prepayment, mandatory sinking fund or similar requirement earlier than six months after the Revolving Commitment Termination Date (other than customary mandatory offers to prepay pursuant to customary asset sale and insurance or condemnation recovery event provisions (other than with respect to ABL Priority Collateral) and change of control provisions), (b) such Indebtedness has a weighted average life to maturity greater than the weighted average life to maturity of the Second Lien Notes, (c) such Indebtedness does not (i) exceed the aggregate principal amount of the Second Lien Notes and/or First Lien Notes being refinanced, replaced, defeased, discharged or refunded other than as a result of the refinancing of accrued and unpaid interest and premiums (including applicable prepayment premiums) and the fees and the costs of issuing such refinancing Indebtedness or (ii) add guarantors, obligors (unless they are Borrowers or Guarantors) or security from that which applied to the Second Lien Notes, (d) if such Indebtedness is secured, such Indebtedness shall be subject to the terms and conditions of the Intercreditor Agreement on the same basis (or on less favorable terms to the holders of such Refinancing Second Lien Notes) than the Second Lien Notes, and (e) the terms of such Indebtedness are on market terms (or more favorable terms to the Company and its Subsidiaries) for second lien senior secured debt securities or loans for similar issuers, provided that a certificate of an Authorized Officer of the Company delivered to the Administrative Agent in good faith prior to the incurrence of such Indebtedness certifying that the Company has determined in good faith that such terms satisfy the requirements of this clause (e) shall be conclusive evidence that such terms satisfy such requirements.

"Refinancing Second Lien Notes Agent" shall mean the respective collateral agent, collateral trustee or similar Person for the holders of the Refinancing Second Lien Notes.

"Refinancing Second Lien Notes Documents" shall mean the Refinancing Second Lien Notes Indenture, the Refinancing Second Lien Security Documents, all guarantee agreements relating to the Refinancing Second Lien Notes and all other documents, agreements or instruments from time to time relating thereto.

"Refinancing Second Lien Notes Indenture" shall mean any indenture, purchase agreement, credit agreement, loan agreement or similar agreement or arrangement evidencing or governing the Refinancing Second Lien Notes.

"Refinancing Fist Lien Notes Secured Parties" shall mean the Refinancing Second Lien Notes Agent and any other agent, trustee, representative or similar Person for the holders of any Refinancing Second Lien Notes and the holders from time to time of any Refinancing Second Lien Notes.

"Refinancing Second Lien Notes Security Documents" shall mean all pledge agreements, security agreements, mortgages, deeds of trust, collateral documents and other documents, agreements or instruments from time to time that create (or purport to create) Liens on any assets or properties of any Credit Party to secure any obligations under the Refinancing Second Lien Notes Documents.

"Refinery Revenue Bonds" shall have the meaning provided in Section 9.16.

"Register" shall have the meaning provided in Section 13.15.

"Regulation D" shall mean Regulation D of the Board as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

"Regulation T" shall mean Regulation T of the Board as from time to time in effect and any successor to all or a portion thereof.

"Regulation U" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof.

"Release" shall mean actively or passively disposing, discharging, injecting, spilling, pumping, leaking, leaching, dumping, emitting, escaping, emptying, pouring, seeping, migrating or the like, into or upon any land or water or air, or otherwise entering into the environment.

"Rent and Costs Reserve" shall mean a reserve established by the Co-ABL Collateral Agents in respect of (a) all past due rent and other amounts owing by a Borrower to any landlord, warehouseman, processor, repairman, mechanic, freight forwarder,

shipper, pipeline or barge owner or operator, or other Person who possesses or handles any ABL Priority Collateral or could assert a Lien on any ABL Priority Collateral and (b) rent payments (not to exceed three months rent) made by a Borrower for each location at which Inventory of a Borrower is located that is not subject to a Landlord Personal Property Collateral Access Agreement (as reported to the Co-ABL Collateral Agents by the Company from time to time as requested by the Co-ABL Collateral Agents), in each case as adjusted from time to time by the Co-ABL Collateral Agents in their Permitted Discretion.

"Replaced Lender" shall have the meaning provided in Section 2.13.

"Replacement Lender" shall have the meaning provided in Section 2.13.

"Reportable Event" shall mean an event described in Section 4043(c) of ERISA with respect to a Plan that is subject to Title IV of ERISA other than those events as to which the 30-day notice period is waived under applicable regulations.

"Required Lenders" shall mean, at any time, Non-Defaulting Lenders the sum of whose outstanding Revolving Loan Commitments at such time (or, after the termination thereof, outstanding Revolving Loans and RL Percentages of (x) outstanding Swingline Loans at such time and (y) Letter of Credit Outstandings at such time) represents at least a majority of the sum of the Total Revolving Loan Commitment in effect at such time less the Revolving Loan Commitments of all Defaulting Lenders at such time (or, after the termination thereof, the sum of then total outstanding Revolving Loans of Non-Defaulting Lenders and the aggregate RL Percentages of all Non-Defaulting Lenders of the total outstanding Swingline Loans and Letter of Credit Outstandings at such time).

"Reserves" shall mean reserves, if any, established by the Co-ABL Collateral Agents from time to time hereunder in their Permitted Discretion against the Borrowing Base, including (i) Bank Product Reserves, (ii) Rent and Costs Reserves, (iii) potential dilution related to Accounts, (iv) Inventory Reserves, (v) sums that the Borrowers are or will be required to pay (such as taxes, assessments and insurance premiums) and have not yet paid, (vi) amounts owing by any Borrower to any Person to the extent secured by a Lien on, or trust over, any Collateral (including Canadian Priority Payables), (vii) amounts which pursuant to applicable insolvency legislation must be paid in priority to or *pari passu* with any obligations (such as Canadian Priority Payables), (viii) the First Purchaser Reserve, (ix) the First Lien Notes Reserve, (x) the Second Lien Notes Reserves and (xi) such other events, conditions or contingencies as to which the Co-ABL Collateral Agents, in their Permitted Discretion, determine reserves should be established from time to time hereunder; provided, however, that (i) the Co-ABL Collateral Agents may not implement reserves with respect to matters which are already specifically reflected as ineligible Accounts or Inventory and (ii) the establishment of any new reserve category by the Co-ABL Collateral Agents shall only become effective three Business Days after the date of written notice by any of the Co-ABL Collateral Agents to the Company of such establishment.

"Restricted" shall mean, when referring to cash, Cash Equivalents or Qualified Cash Equivalents of any Holding Company or any of their respective Subsidiaries, that such cash, Cash Equivalents or Qualified Cash Equivalents (i) appears (or would be required to appear) as "restricted" on a consolidated balance sheet of any such Holding Company or of any such Subsidiary (unless such appearance is related to the Liens permitted under Section 10.01(d)), (ii) are subject to any Lien in favor of any Person other than (x) the Collateral Agent for the benefit of the Secured Parties and (y) the other Liens permitted in Section 10.01(d) or (iii) are not otherwise generally available for use by such Holding Company or such Subsidiary.

"Returns" shall have the meaning provided in Section 8.09.

"Revolving Commitment Termination Date" shall mean the Initial Revolving Commitment Termination Date; provided that, with respect to any Extended Loans and any Extended Revolving Loan Commitments, the Revolving Commitment Termination Date with respect thereto instead shall be the Extended Revolving Commitment Termination Date.

"Revolving Loan" shall have the meaning provided in Section 2.01(a).

"Revolving Loan Commitment" shall mean, for each Lender, the amount set forth opposite such Lender's name in Schedule 1.01(a) directly below the column entitled "Revolving Loan Commitment," as same may be (x) reduced from time to time or terminated pursuant to Sections 4.02, 4.03 and/or 11, as applicable, (y) adjusted from time to time as a result of assignments to or from such Lender pursuant to Section 2.13 or Section 13.04(b) or (z) increased from time to time pursuant to Section 2.15. In addition, the Revolving Loan Commitment of each Lender shall include, subject to the consent of such Lender, any Extended Revolving Loan Commitment of such Lender.

"Revolving Note" shall have the meaning provided in Section 2.05(a).

"RL Percentage" of any Lender at any time shall mean a fraction (expressed as a percentage) the numerator of which is the Revolving Loan Commitment of such Lender at such time and the denominator of which is the Total Revolving Loan Commitment at such time, provided that if the RL Percentage of any Lender is to be determined after the Total Revolving Loan Commitment has been terminated, then the RL Percentages of such Lender shall be determined immediately prior (and without giving effect) to such termination.

"S&P" shall mean Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"Sale Leaseback" shall mean any transaction or series of related transactions consummated pursuant to which the Company or any of its Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"SEC" shall have the meaning provided in Section 9.01(h).

"Second Lien Notes" shall mean the 10 7/8% Second Lien notes due 2017, issued by the Company and FinCo pursuant to the Second Lien Notes Indenture, as in effect on the Effective Date and as the same may be amended, modified and/or supplemented from time to time in accordance with the terms hereof and thereof.

"Second Lien Notes Agent" shall mean Wells Fargo Bank, National Association, together with its successors and assigns in such capacity.

"Second Lien Notes Documents" shall mean the Second Lien Notes, the Second Lien Notes Indenture, the Second Lien Notes Security Documents and all other documents executed and delivered with respect to the Second Lien Notes or Second Lien Notes Indenture, as in effect on the Effective Date and as the same may be amended, modified and/or supplemented from time to time in accordance with the terms hereof and thereof.

"Second Lien Notes Indenture" shall mean the Indenture, dated as of April 6, 2010, among the Company and FinCo, as issuers, and Wells Fargo Bank, National Association, as trustee thereunder, as in effect on the Effective Date and as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

"Second Lien Notes Reserve" shall mean, from and after December 31, 2016, a reserve in an amount equal to the aggregate outstanding principal amount of all Second Lien Notes which have any maturity, mandatory redemption, mandatory repayment or prepayment or similar requirement on or prior to the date that is 90 days after the Revolving Commitment Termination Date, plus any accrued and unpaid interest payable under the Second Lien Notes Documents in respect of such outstanding principal amount.

"Second Lien Notes Secured Parties" shall mean the "Secured Parties" as defined in the Second Lien Security Documents.

"Second Lien Notes Security Documents" shall mean the Second Lien Pledge and Security Agreement, dated as of April 6, 2010, among the Grantors (as defined therein) and the Second Lien Notes Agent and as it may be further amended, restated or modified from time to time, and any other documents, agreements or instruments now existing or entered into after the date hereof that create (or purport to create) Liens on any assets or properties of any Grantor (as defined therein) to secure any obligations under the Second Lien Notes Documents.

"Second Priority" shall mean, with respect to any Lien purported to be created on any Collateral pursuant to the Security Documents, that such Lien is prior in right to any other Lien thereon, other than (x) Specified Permitted Liens and (y) Permitted Liens permitted to be prior to the Liens on the Collateral in accordance with the definition "First Priority" contained herein; provided that in no event shall any such Permitted Lien be permitted (on a consensual basis) to be junior and subordinate to any Permitted Liens as described in clause (x) above and senior in priority to the relevant Liens created pursuant to the Security Documents.

"Section 5.04(b)(ii) Certificate" shall have the meaning provided in Section 5.04(b)(ii).

"Secured Cash Management Agreement" shall mean each written agreement among one or more Credit Parties and a Secured Cash Management Creditor evidencing arrangements to provide Cash Management Services to the Company and its Subsidiaries (where such Secured Cash Management Agreements may be evidenced by standard account terms of such Secured Cash Management Creditor).

"Secured Cash Management Creditor" shall mean the Administrative Agent and/or any Lender (and/or one or more of banking affiliates of the Administrative Agent or any Lender) that provides Cash Management Services to the Company or any of its Subsidiaries.

"Secured Cash Management Obligations" shall mean all payment obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities (including any interest, fees and expenses accruing after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the rate provided for in the respective Secured Cash Management Agreements, whether or not such interest, fees or expenses is an allowed claim in any such proceeding) owing by a Credit Party under each Secured Cash Management Agreement to which any Secured Cash Management Creditor is a party, whether now in existence or hereafter arising in each case under any Secured Cash Management Agreement.

"Secured Hedging Agreement" shall mean each Interest Rate Protection Agreement and/or Other Hedging Agreements entered into by a Credit Party with a Secured Hedging Creditor provided that (i) such Interest Rate Protection Agreement and/or Other Hedging Agreement expressly states that (x) it constitutes a "Secured Hedging Agreement" for purposes of this Agreement and the other Credit Documents and (y) does not constitute a "Secured Hedging Agreement" (or substantially similar definition) for purposes of any other Indebtedness subject to the Intercreditor Agreement, (ii) the Company and the other parties thereto shall have delivered to the Administrative Agent a written notice specifying that such Interest Rate Protection Agreement and/or Other Hedging Agreement (x) constitutes a "Secured Hedging Agreement" for purposes of this Agreement and the other Credit Documents, (y) does not constitute a "Secured Hedging Agreement" (or substantially similar definition) for purposes of any other Indebtedness subject to the Intercreditor Agreement and (z) in the case of the Company, that such Interest Rate Protection Agreement and/or Other Hedging Agreement and the obligations of the Company and its Subsidiaries thereunder have been, and will be, incurred in compliance with this Agreement and (iii) on the effective date of such Interest Rate Protection Agreement and/or Other Hedging Agreement and from time to time thereafter, at the request of the Administrative Agent, the Company and the other parties thereto shall have notified the Administrative Agent in writing of the aggregate amount of exposure under such Interest Rate Protection Agreement and/or Other Hedging Agreement.

"Secured Hedging Creditor" shall mean any counterparty to an Interest Rate Protection Agreement and/or Other Hedging Agreement that is the Administrative Agent, a Lender or an affiliate of the Administrative Agent or a Lender, in each case at the time such Person enters into such Interest Rate Protection Agreement and/or Other Hedging Agreement (even if the Administrative Agent or such Lender subsequently ceases to be the Administrative Agent or a Lender, as the case may be, under this Agreement for any reason), so long as the Administrative Agent, such Lender or such affiliate participates in such Interest Rate Protection Agreement and/or Other Hedging Agreement.

"Secured Hedging Obligations" shall mean all payment obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due), indebtedness and liabilities (including any interest, fees and expenses accruing after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the rate provided for in the respective Secured Hedging Agreements, whether or not such interest, fees or expenses is an allowed claim in any such proceeding) owing by a Credit Party under each Secured Hedging Agreement to which any Secured Hedging Creditor is a party, whether now in existence or hereafter arising in each case under any Secured Hedging Agreement.

"Secured Parties" shall have the meaning assigned that term in the respective Security Documents.

"Securities Account" shall mean a securities account (as that term is defined in the UCC).

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Security Document" shall mean and include each of the Pledge and Security Agreement, each Mortgage, after the execution and delivery thereof, each Additional Security Document and each Incremental Security Document and any other related document, agreement or grant pursuant to which any Holding Company or any of their respective Subsidiaries grants, perfects or continues a security interest in favor of the Collateral Agent for the benefit of the Secured Parties; provided that any cash collateral or other agreements entered into pursuant to the Back-Stop Arrangements shall constitute "Security Documents" solely for purposes of (x) Sections 8.03 and 10.01(d) and (y) the term "Credit Documents" as used in Sections 10.04(a), 10.12 and 13.01.

"Settlement Date" shall have the meaning provided in Section 2.04(b)(i).

"Shareholder Subordinated Note" shall mean an unsecured junior subordinated note issued by any Holding Company and not guaranteed by any Subsidiary of any Holding Company in the form of Exhibit E and issued pursuant to Section 10.03(e), as the same may be modified, amended or supplemented from time to time pursuant to the terms hereof and thereof.

"Shareholders' Agreements" shall have the meaning provided in Section 6.05(a).

"Significant Asset Sale" shall mean any Asset Sale or series of related Assets Sales (i.e., separate assets being sold, transferred or otherwise disposed of as part of an identifiable group of assets and within a reasonably limited time period) where the aggregate consideration therefor is equal to, or in excess of, $25,000,000.

"Specified Permitted Liens" shall mean Liens permitted pursuant to clauses (w), (x), (y) and (z) of Section 10.01.

"Sponsors" shall mean each of (i) GS Capital Partners V Fund, L.P. and its Affiliates and (ii) Kelso & Company, L.P. and its Affiliates, and "Sponsors" shall refer collectively to the Persons referred to in clauses (i) and (ii).

"Start Date" shall have the meaning provided in the definition of Applicable Margin.

"Stated Amount" of each Letter of Credit shall mean, at any time, the maximum amount available to be drawn thereunder in each case determined (x) as if any future automatic increases in the maximum amount available that are provided for in any such Letter of Credit had in fact occurred at such time and (y) without regard to whether any conditions to drawing could then be met but after giving effect to all previous drawings made thereunder.

"Subsidiary" shall mean, as to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person and/or one or more Subsidiaries of such Person or (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a 50% equity interest at the time. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of any Holding Company. Notwithstanding the foregoing (except for the purposes of Sections8.09, 8.10, 8.15, 9.05, 9.06, 9.07, 9.10 and 11.06 and the definition of Unrestricted Subsidiary contained herein), no Unrestricted Subsidiary shall be deemed to be a Subsidiary of any Holding Company or any of their other Subsidiaries for the purposes of this Agreement and the other Credit Documents. It is agreed and understood that notwithstanding any provision in this Agreement to the contrary (but subject to Section 15(a)), as of the Effective Date (but prior to the Permitted Fertilizer Event), the Fertilizer Entities shall each be deemed to be Domestic Subsidiaries of the Company for so long as their financial results are consolidated with the Company's financial results but will cease to be deemed Subsidiaries of the Company upon the occurrence of the Permitted Fertilizer Event.

"Subsidiary Guarantor" shall mean each direct and indirect Domestic Subsidiary of any Holding Company (other than a Borrower), whether existing on the Effective Date or established, created or acquired after the Effective Date, unless and until such time as such Domestic Subsidiary is released from all of its obligations under the Guaranty in accordance with the terms and provisions thereof.

"Supermajority Lenders" shall mean those Non-Defaulting Lenders which would constitute the Required Lenders under, and as defined in, this Agreement, if the reference to "a majority" contained therein were changed to "75%."

"Swingline Back-Stop Arrangements" shall have the meaning provided in Section 2.01(b).

"Swingline Expiry Date" shall mean that date which is five Business Days prior to the Revolving Commitment Termination Date.

"Swingline Lender" shall mean the Administrative Agent, in its capacity as Swingline Lender hereunder; provided that, if the Extension is effected in accordance with Section 2.16, then on the occurrence of the Initial Revolving Commitment Termination Date, the Swingline Lender at such time shall have the right to resign as the Swingline Lender on, or on any date within twenty (20) Business Days after, the Initial Revolving Commitment Termination Date, upon not less than ten (10) days' prior written notice thereof to the Company and the Administrative Agent and, in the event of any such resignation and upon the effectiveness thereof, the applicable Borrowers shall repay any outstanding Swingline Loans made by the respective entity so resigning and such entity shall not be required to make any further Swingline Loans hereunder. If at any time and for any reason (including as a result of resignations as contemplated by the proviso to the preceding sentence), the Swingline Lender has resigned in such capacity in accordance with the preceding sentence, then no Person shall be the Swingline Lender hereunder obligated to make Swingline Loans unless and until (and only for so long as) a Lender reasonably satisfactory to the Administrative Agent and the Company agrees to act as the Swingline Lender hereunder.

"Swingline Loan" shall have the meaning provided in Section 2.01(b).

"Swingline Note" shall have the meaning provided in Section 2.05(a).

"Synthetic Lease" shall mean a lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"Tax Benefit" shall have the meaning provided in Section 5.04(c).

"Tax Sharing Agreements" shall have the meaning provided in Section 6.05(c).

"Taxes" shall have the meaning provided in Section 5.04(a).

"Test Period" shall mean each period of twelve consecutive fiscal months of the Company then last ended, in each case taken as one accounting period.

"Total Leverage Ratio" shall mean, on any date of determination, the ratio of (x) Consolidated Indebtedness on such date to (y) Consolidated EBITDA for the Test Period most recently ended on or prior to such date; provided that for purposes of any calculation of the Total Leverage Ratio pursuant to this Agreement, Consolidated EBITDA and Indebtedness shall be determined on a Pro Forma Basis in accordance with the requirements of the definition of "Pro Forma Basis" contained herein.

"Total Revolving Loan Commitment" shall mean, at any time, the sum of the Revolving Loan Commitments of each of the Lenders at such time.

"Total Unutilized Revolving Loan Commitment" shall mean, at any time, an amount equal to the remainder of (x) the Total Revolving Loan Commitment in effect at such time less (y) the sum of (i) the aggregate principal amount of all Revolving Loans and Swingline Loans outstanding at such time plus (ii) the aggregate amount of all Letter of Credit Outstandings at such time.

"Transaction" shall mean, collectively, (a) the consummation of the Refinancing, (b) the execution, delivery and performance by each Credit Party of the Credit Documents to which it is a party, and (c) the payment of all Transaction Costs.

"Transaction Costs" shall have the meaning provided such term in the recitals to this Agreement.

"Type" shall mean the type of Loan determined with regard to the interest option applicable thereto, i.e., whether a Base Rate Loan or a LIBOR Loan.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"Unfunded Pension Liability" of any Plan subject to Title IV of ERISA shall mean the amount, if any, by which the value of the accumulated plan benefits under such Plan determined on a plan termination basis in accordance with actuarial assumptions at such time consistent with those prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds the Fair Market Value of all plan assets allocable to such liabilities under Title IV of ERISA (excluding any accrued but unpaid contributions).

"United States" and "U.S." shall each mean the United States of America.

"Unpaid Drawing" shall have the meaning provided in Section 3.05(a).

"Unrestricted" shall mean, when referring to cash, Cash Equivalents or Qualified Cash Equivalents of any Holding Company or any of their respective Subsidiaries, that such cash, Cash Equivalents or Qualified Cash Equivalents are not Restricted.

"Unrestricted Subsidiary" shall mean any Subsidiary of the Company (other than a Subsidiary of the Company that is a Qualified Credit Party as of the Effective Date) that is designated by the Company at the time of the acquisition or creation thereof as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent and shall include any Subsidiary of such Unrestricted Subsidiary; provided that the Company shall only be permitted to designate a Subsidiary as an Unrestricted Subsidiary so long as (a) no Default or Event of Default then exists or would result therefrom and the other Payment Conditions exist both immediately before and after giving effect to such designation, (b) such Unrestricted Subsidiary does not own any Equity Interests in, or have any Lien on any property of, any Holding Company or

any Subsidiary of any Holding Company, other than a Subsidiary of the Unrestricted Subsidiary, (c) any Indebtedness and other obligations of such Unrestricted Subsidiary are not recourse to any Holding Company and their other Subsidiaries (other than Unrestricted Subsidiaries) and to any of their respective assets, (d) each Holding Company's and its other Subsidiaries' aggregate Investments in all Unrestricted Subsidiaries made after the Effective Date have been made pursuant to Section 10.05(t) or (u) and (e) the Company has designated such Subsidiary as an Unrestricted Subsidiary also for purposes of the First Lien Notes, the Second Lien Notes, the Refinancing First Lien Notes, the Refinancing Second Lien Notes and any Qualified Debt to the extent that such concept is applicable to any such Indebtedness and such Indebtedness is outstanding.

"Unutilized Revolving Loan Commitment" shall mean, with respect to any Lender at any time, such Lender's Revolving Loan Commitment at such time less the sum of (a) the aggregate outstanding principal amount of all Revolving Loans made by such Lender at such time and (b) such Lender's RL Percentage of the Letter of Credit Outstandings at such time.

"Vitol" shall mean Vitol Inc., a Delaware corporation, and its successors and assigns.

"Weekly Borrowing Base Period" shall mean any period (a) commencing on the date on which (i) a Default or an Event of Default has occurred and is continuing or (ii) Excess Availability is less than 25.0% of Availability and (b) ending on the first date thereafter on which (i) no Default or Event of Default exists and (ii) Excess Availability has been equal to or greater than 25.0% of Availability for 30 consecutive days.

"Wholly-Owned Domestic Subsidiary" shall mean, as to any Person, any Domestic Subsidiary of such Person that is a Wholly-Owned Subsidiary.

"Wholly-Owned Subsidiary" shall mean, as to any Person, (i) any corporation 100% of whose capital stock is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person has a 100% equity interest at such time (other than, in the case of a Foreign Subsidiary of the Company with respect to the preceding clauses (i) and (ii), directors' qualifying shares and/or other nominal amounts of shares required to be held by Persons other than the Company and its Subsidiaries under applicable law).

1.02. Other Definitional Provisions. (a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Credit Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Credit Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms not defined in Section 1.01 shall have the respective meanings given to them under GAAP, (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) unless the context otherwise requires, the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Equity Interests, securities, revenues, accounts, leasehold interests and contract rights, (v) the word "will" shall be construed to have the same meaning and effect as the word "shall", and (vi) unless the context otherwise requires, any reference herein (A) to any Person shall be construed to include such Person's successors and assigns and (B) to any Holding Company, the Company or any other Credit Party shall be construed to include such Holding Company, the Company or such Credit Party as debtor and debtor-in-possession and any receiver or trustee for any Holding Company, the Company or any other Credit Party, as the case may be, in any insolvency or liquidation proceeding.

(c) The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. Amount and Terms of Credit.

2.01. The Commitments. (a) Subject to and upon the terms and conditions set forth herein, each Lender severally agrees to make, at any time and from time to time on or after the Effective Date and prior to the Revolving Commitment Termination Date, a revolving loan or revolving loans (each, a "Revolving Loan" and, collectively, the "Revolving Loans") to the Borrowers (on a joint and several basis), which Revolving Loans (i) shall be denominated in

Dollars, (ii) shall, at the option of the respective Borrower, be incurred and maintained as, and/or converted into, Base Rate Loans or LIBOR Loans; provided that, except as otherwise specifically provided in Section 2.10(b), all Revolving Loans comprising the same Borrowing shall at all times be of the same Type, (iii) may be repaid and reborrowed in accordance with the provisions hereof, (iv) shall not be made (and shall not be required to be made) by any Lender in any instance where the incurrence thereof (after giving effect to the use of the proceeds thereof on the date of the incurrence thereof to repay any amounts theretofore outstanding pursuant to this Agreement) would cause the Individual Exposure of such Lender to exceed the amount of its Revolving Loan Commitment at such time and (v) shall not be made (and shall not be required to be made) by any Lender in any instance where the incurrence thereof (after giving effect to the use of the proceeds thereof on the date of the incurrence thereof to repay any amounts theretofore outstanding pursuant to this Agreement) would cause (A) the Aggregate Exposure to exceed the Total Revolving Loan Commitment as then in effect or (B) the Aggregate Exposure to exceed the Borrowing Base at such time.

(b) Subject to and upon the terms and conditions set forth herein, the Swingline Lender agrees to make, at any time and from time to time on or after the Effective Date and prior to the Swingline Expiry Date, a revolving loan or revolving loans (each, a "Swingline Loan" and, collectively, the "Swingline Loans") to the Borrowers (on a joint and several basis), which Swingline Loans (i) shall be denominated in Dollars, (ii) shall be incurred and maintained as Base Rate Loans; (iii) may be repaid and reborrowed in accordance with the provisions hereof, (iv) shall not be made (and shall not be required to be made) by the Swingline Lender in any instance where the incurrence thereof (after giving effect to the use of the proceeds thereof on the date of the incurrence thereof to repay any amounts theretofore outstanding pursuant to this Agreement) would cause (A) the Aggregate Exposure to exceed the Total Revolving Loan Commitment as then in effect or (B) the Aggregate Exposure to exceed the Borrowing Base at such time, and (v) shall not exceed in aggregate principal amount at any time outstanding the Maximum Swingline Amount. Notwithstanding anything to the contrary contained in this Section 2.01(b), (i) the Swingline Lender shall not be obligated to make any Swingline Loans at a time when a Lender Default exists unless the Swingline Lender has entered into arrangements satisfactory to it and the Company to eliminate the Swingline Lender's risk with respect to the Defaulting Lender's or Defaulting Lenders' participation in such Swingline Loans (which arrangements are hereby consented to by the Lenders), including by cash collateralizing such Defaulting Lender's or Defaulting Lenders' RL Percentage of the outstanding Swingline Loans (such arrangements, the "Swingline Back-Stop Arrangements") and (ii) the Swingline Lender shall not make any Swingline Loan after it has received written notice from any Borrower, any other Credit Party or the Required Lenders stating that a Default or an Event of Default exists and is continuing until such time as the Swingline Lender shall have received written notice (A) of rescission of all such notices from the party or parties originally delivering such notice or notices or (B) of the waiver of such Default or Event of Default by the Required Lenders.

(c) On any Business Day, the Swingline Lender may, in its sole discretion give notice to the Lenders that the Swingline Lender's outstanding Swingline Loans shall be funded with one or more Borrowings of Revolving Loans (provided that such notice shall be deemed to have been automatically given upon the occurrence of a Default or an Event of Default under Section 11.05 or upon the exercise of any of the remedies provided in the last paragraph of Section 11), in which case one or more Borrowings of Revolving Loans constituting Base Rate Loans (each such Borrowing, a "Mandatory Borrowing") shall be made on the immediately succeeding Business Day by all Lenders pro rata based on each such Lender's RL Percentage (determined before giving effect to any termination of the Revolving Loan Commitments pursuant to the last paragraph of Section 11) and the proceeds thereof shall be applied directly by the Swingline Lender to repay the Swingline Lender for such outstanding Swingline Loans. Each Lender hereby irrevocably agrees to make Revolving Loans upon one Business Day's notice pursuant to each Mandatory Borrowing in the amount and in the manner specified in the preceding sentence and on the date specified in writing by the Swingline Lender notwithstanding (i) the amount of the Mandatory Borrowing may not comply with the Minimum Borrowing Amount otherwise required hereunder, (ii) whether any conditions specified in Section 7 are then satisfied, (iii) whether a Default or an Event of Default then exists, (iv) the date of such Mandatory Borrowing, and (v) the amount of the Borrowing Base or the Total Revolving Loan Commitment at such time. In the event that any Mandatory Borrowing cannot for any reason be made on the date otherwise required above (including as a result of the commencement of a proceeding under the Bankruptcy Code with respect to any Borrower), then each Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Borrowing would otherwise have occurred, but adjusted for any payments received from any Borrower on or after such date and prior to such purchase) from the Swingline Lender such participations in the outstanding Swingline Loans as shall be necessary to cause the Lenders to share in such Swingline Loans ratably based upon their respective RL Percentages (determined before giving effect to any termination of the Revolving Loan Commitments pursuant to the last paragraph of Section 11), provided that (x) all interest payable on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the respective participation is required to be purchased and, to the extent attributable to the purchased participation, shall be payable to the participant from and after such date and (y) at the time any purchase of participations pursuant to this sentence is actually made, the purchasing Lender shall be required to pay the Swingline Lender interest on the principal amount of participation purchased for each day from and including the day upon which the Mandatory Borrowing would otherwise have occurred to but excluding the date of payment for such participation, at the overnight Federal Funds Rate for the first three days and at the interest rate otherwise applicable to Revolving Loans maintained as Base Rate Loans hereunder for each day thereafter.

(d) Notwithstanding anything to the contrary in Section 2.01(a) or elsewhere in this Agreement, the Co-ABL Collateral Agents shall have the right to establish Reserves, subject to the proviso in the definition thereof, in such amounts, and with respect to such matters, as the Co-ABL Collateral Agents in their Permitted Discretion shall deem necessary or appropriate, against the Borrowing Base (which reserves shall reduce the then existing Borrowing Base in an amount equal to such reserves).

(e) (i) In the event that the Borrowers are unable to comply with the Borrowing Base limitations set forth in Section 2.01(a) or (ii) the Borrowers are unable to comply with the conditions precedent to the making of Revolving Loans set forth in Section 7, in either case, the Lenders, subject to the immediately succeeding proviso, hereby authorize the Administrative Agent, for the account of the Lenders, to make Revolving Loans to the Borrowers (on a joint and several basis), in either case solely in the event that the Co-ABL Collateral Agents in their Permitted Discretion deem necessary or desirable (A) to preserve or protect the Collateral, or any portion thereof, (B) to enhance the likelihood of repayment of the Obligations, or (C) to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including Expenses and Fees, which Revolving Loans may only be made as Base Rate Loans (each, an "Agent Advance") for a period commencing on the date the Administrative Agent first receives a Notice of Borrowing requesting an Agent Advance until the earliest of (x) the twentieth (20th) Business Day after such date, (y) the date the respective Borrowers are again able to comply with the Borrowing Base limitations and the conditions precedent to the making of Revolving Loans, or obtain an amendment or waiver with respect thereto, and (z) the date the Required Lenders instruct the Administrative Agent to cease making Agent Advances (in each case, the "Agent Advance Period"); provided that the Administrative Agent shall not make any Agent Advance to the extent that at the time of the making of such Agent Advance, the amount of such Agent Advance (I) when added to the aggregate outstanding amount of all other Agent Advances made to the Borrowers at such time, would exceed 5.0% of the Borrowing Base at such time (the "Agent Advance Amount") or (II) when added to the Aggregate Exposure as then in effect (immediately prior to the incurrence of such Agent Advance), would exceed the Total Revolving Loan Commitment at such time. Agent Advances may be made by the Administrative Agent in its sole discretion and the Borrowers shall have no right whatsoever to require that any Agent Advances be made. Agent Advances will be subject to periodic settlement with the Lenders pursuant to Section 2.04(b).

(f) If the Initial Revolving Commitment Termination Date shall have occurred at a time when Extended Revolving Loan Commitments are in effect, then on the Initial Revolving Commitment Termination Date all then outstanding Swingline Loans shall be repaid in full on such date (and there shall be no adjustment to the participations in such Swingline Loans as a result of the occurrence of such Initial Revolving Commitment Termination Date); provided that, if on the occurrence of the Initial Revolving Commitment Termination Date (after giving effect to any repayments of Revolving Loans and any reallocation of Letter of Credit participations as contemplated in Section 3.07), there shall exist sufficient unutilized Extended Revolving Loan Commitments so that the respective outstanding Swingline Loans could be incurred pursuant the Extended Revolving Loan Commitments which will remain in effect after the occurrence of the Initial Revolving Commitment Termination Date, then there shall be an automatic adjustment on such date of the participations in such Swingline Loans and same shall be deemed to have been incurred solely pursuant to the Extended Revolving Loan Commitments and such Swingline Loans shall not be so required to be repaid in full on the Initial Revolving Commitment Termination Date.

2.02. Minimum Amount of Each Borrowing. The aggregate principal amount of each Borrowing of Loans of a specific Type shall not be less than the Minimum Borrowing Amount applicable thereto. More than one Borrowing may occur on the same date, but at no time shall there be outstanding more than ten Borrowings of LIBOR Loans (or such greater number of Borrowings of LIBOR Loans as may be agreed to from time to time by the Administrative Agent).

2.03. Notice of Borrowing. (a) Whenever a Borrower desires to incur (x) LIBOR Loans hereunder, such Borrower shall give the Administrative Agent at the Notice Office notice thereof, which notice must be received by the Administrative Agent prior to 1:00 P.M. (New York City time) at least three Business Days' prior to the date that such LIBOR Loan is to be incurred hereunder (otherwise such notice shall be deemed to have been given on the immediately succeeding Business Day) and (y) Base Rate Loans hereunder (including Agent Advances, but excluding Swingline Loans and Revolving Loans made pursuant to a Mandatory Borrowing), such Borrower shall give the Administrative Agent at the Notice Office notice thereof, which notice must be received by the Administrative Agent prior to 11:00 A.M. (New York City time) on the Business Day that such Base Rate Loan is to be incurred hereunder (otherwise such notice shall be deemed to have been given on the immediately succeeding Business Day). Each such notice (each, a "Notice of Borrowing"), except as otherwise expressly provided in Section 2.10, shall be irrevocable and shall be in writing, or by telephone promptly confirmed in writing, in the form of Exhibit A-1, appropriately completed to specify: (i) the aggregate principal amount of the Revolving Loans to be incurred pursuant to such Borrowing, (ii) the date of such Borrowing (which shall be a Business Day), (iii) whether the Revolving Loans made pursuant to such Borrowing constitute Agent Advances (it being understood that the Administrative Agent shall be under no obligation to make such Agent Advances) and (iv) whether the Revolving Loans being incurred pursuant to such Borrowing are to be initially maintained as Base Rate Loans or, to the extent permitted hereunder, LIBOR Loans and, if LIBOR Loans, the initial Interest Period to be applicable thereto. Except as provided in Section 2.04(b), the Administrative Agent shall promptly give each Lender notice of such proposed Borrowing, of such Lender's proportionate

share thereof and of the other matters required by the immediately preceding sentence to be specified in the Notice of Borrowing.

(b) (i) Whenever a Borrower desires to incur Swingline Loans hereunder, such Borrower shall give the Swingline Lender no later than 1:00 P.M. (New York City time) on the date that a Swingline Loan is to be incurred, written notice or telephonic notice promptly confirmed in writing of each Swingline Loan to be incurred hereunder. Each such notice shall be irrevocable and specify in each case (A) the date of Borrowing (which shall be a Business Day) and (B) the aggregate principal amount of the Swingline Loans to be incurred pursuant to such Borrowing.

(ii) Mandatory Borrowings shall be made upon the notice specified in Section 2.01(c), with the respective Borrower irrevocably agreeing, by its incurrence of any Swingline Loan, to the making of the Mandatory Borrowings as set forth in Section 2.01(c).

(c) Without in any way limiting the obligation of any Borrower to confirm in writing any telephonic notice of any Borrowing or prepayment of Loans, the Administrative Agent or the Swingline Lender, as the case may be, may act without liability upon the basis of telephonic notice of such Borrowing or prepayment, as the case may be, believed by the Administrative Agent or the Swingline Lender, as the case may be, in good faith to be from an Authorized Officer of such Borrower, prior to receipt of written confirmation. In each such case, such Borrower hereby waives the right to dispute the Administrative Agent's or the Swingline Lender's record of the terms of such telephonic notice of such Borrowing or prepayment of Loans, as the case may be, absent manifest error.

2.04. Disbursement of Funds. (a) No later than 1:00 P.M. (New York City time) on the date specified in each Notice of Borrowing (or (x) in the case of Revolving Loans that are Base Rate Loans that are to be made on same day notice, no later than 3:00 P.M. (New York City time) on the date specified pursuant to Section 2.03(a), (y) in the case of Swingline Loans, no later than 4:00 P.M. (New York City time) on the date specified in Section 2.03(b) or (z) in the case of Mandatory Borrowings, no later than 1:00 P.M. (New York City time) on the date specified in Section 2.01(c)), each Lender will make available its pro rata portion (determined in accordance with Section 2.07) of each such Borrowing requested to be made on such date (or in the case of Swingline Loans, the Swingline Lender will make available the full amount thereof). All such amounts will be made available in Dollars and in immediately available funds at the Payment Office, and the Administrative Agent will make available to the relevant Borrower at the Payment Office, or to such other account at the relevant Borrower may specify in writing prior to the Initial Borrowing Date, the aggregate of the amounts so made available by the Lenders; provided that, if, on the date of a Borrowing of Revolving Loans (other than a Mandatory Borrowing), there are Unpaid Drawings or Swingline Loans then outstanding, then the proceeds of such Borrowing shall be applied, first, to the payment in full of any such Unpaid Drawings with respect to Letters of Credit, second, to the payment in full of any such Swingline Loans, and third, to the relevant Borrower as otherwise provided above. Unless the Administrative Agent shall have been notified by any Lender prior to the date of Borrowing that such Lender does not intend to make available to the Administrative Agent such Lender's portion of any Borrowing to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing and the Administrative Agent may (but shall not be obligated to), in reliance upon such assumption, make available to the relevant Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the relevant Borrower, and the relevant Borrower shall immediately pay such corresponding amount to the Administrative Agent. The Administrative Agent also shall be entitled to recover on demand from such Lender or the relevant Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the relevant Borrower until the date such corresponding amount is recovered by the Administrative Agent, at a rate per annum equal to (i) if recovered from such Lender, the overnight Federal Funds Rate for the first three days and at the interest rate otherwise applicable to such Loans for each day thereafter and (ii) if recovered from the relevant Borrower or Borrowers, the rate of interest applicable to the respective Borrowing, as determined pursuant to Section 2.08. Nothing in this Section 2.04 shall be deemed to relieve any Lender from its obligation to make Loans hereunder or to prejudice any rights which any Borrower may have against any Lender as a result of any failure by such Lender to make Loans hereunder.

(b) Unless the Required Lenders have instructed the Administrative Agent to the contrary, the Administrative Agent on behalf of the Lenders may, but shall not be obligated to, make Revolving Loans to the Borrower that are maintained as Base Rate Loans under Section 2.01(a) without prior notice of the proposed Borrowing to the Lenders as follows:

(i) The amount of each Lender's RL Percentage of Revolving Loans shall be computed weekly (or more frequently in the Administrative Agent's sole discretion) and shall be adjusted upward or downward on the basis of the amount of outstanding Revolving Loans as of 5:00 P.M. (New York time) on the last Business Day of each week, or such other period specified by the Administrative Agent (each such date, a "Settlement Date"). The

Lenders shall transfer to the Administrative Agent, or the Administrative Agent shall transfer to the Lenders, such amounts as are necessary so that (after giving effect to all such transfers) the amount of Revolving Loans made by each Lender shall be equal to such Lender's RL Percentage of the aggregate amount of Revolving Loans outstanding as of such Settlement Date. If a notice from the Administrative Agent of any such necessary transfer is received by a Lender on or prior to 12:00 Noon (New York time) on any Business Day, then such Lender shall make transfers described above in immediately available funds no later than 3:00 P.M. (New York time) on the day such notice was received; and if such notice is received by a Lender after 12:00 Noon (New York time) on any Business Day, such Lender shall make such transfers no later than 1:00 P.M. (New York time) on the next succeeding Business Day. The obligation of each of the Lenders to transfer such funds shall be irrevocable and unconditional and without recourse to, or without representation or warranty by, the Administrative Agent. Each of the Administrative Agent and each Lender agrees and the Lenders agree to mark their respective books and records on each Settlement Date to show at all times the dollar amount of their respective RL Percentage of the outstanding Revolving Loans on such date.

(ii) To the extent that the settlement described in preceding clause (i) shall not yet have occurred with respect to any particular Settlement Date, upon any repayment of Revolving Loans by any Borrower prior to such settlement, the Administrative Agent may apply such amounts repaid directly to the amounts that would otherwise be made available by the Administrative Agent pursuant to this Section 2.04(b).

(iii) Because the Administrative Agent on behalf of the Lenders may be advancing and/or may be repaid Revolving Loans prior to the time when the Lenders will actually advance and/or be repaid Revolving Loans, interest with respect to Revolving Loans shall be allocated by the Administrative Agent to each Lender and the Administrative Agent in accordance with the amount of Revolving Loans actually advanced by and repaid to each Lender and the Administrative Agent and shall accrue from and including the date such Revolving Loans are so advanced to but excluding the date such Revolving Loans are either repaid by the Borrower in accordance with the terms of this Agreement or actually settled by the Administrative Agent or the applicable Lender as described in this Section 2.04(b).

2.05. Notes. (a) Each Borrower's joint and several obligation to pay the principal of, and interest on, the Loans made by each Lender shall be evidenced in the Register maintained by the Administrative Agent pursuant to Section 13.15 and shall, if requested by such Lender, also be evidenced (i) in the case of Revolving Loans, by a promissory note duly executed and delivered by each Borrower substantially in the form of Exhibit B-1, with blanks appropriately completed in conformity herewith (each, a "Revolving Note" and, collectively, the "Revolving Notes"), and (ii) in the case of Swingline Loans, by a promissory note duly executed and delivered by each Borrower substantially in the form of Exhibit B-2, with blanks appropriately completed in conformity herewith (the "Swingline Note").

(b) Each Lender will note on its internal records the amount of each Loan made by it and each payment in respect thereof and prior to any transfer of any of its Notes will endorse on the reverse side thereof the outstanding principal amount of Loans evidenced thereby. Failure to make any such notation or any error in such notation shall not affect any Borrower's obligations in respect of such Loans.

(c) Notwithstanding anything to the contrary contained above in this Section 2.05 or elsewhere in this Agreement, Notes shall only be delivered to Lenders which at any time specifically request the delivery of such Notes. No failure of any Lender to request, obtain, maintain or produce a Note evidencing its Loans to any Borrower shall affect, or in any manner impair, the obligations of any Borrower to pay the Loans (and all related Obligations) incurred by such Borrower which would otherwise be evidenced thereby in accordance with the requirements of this Agreement, and shall not in any way affect the security or guaranties therefor provided pursuant to any Credit Document. Any Lender which does not have a Note evidencing its outstanding Loans shall in no event be required to make the notations otherwise described in preceding clause (b). At any time when any Lender requests the delivery of a Note to evidence any of its Loans, the respective Borrower shall promptly execute and deliver to the respective Lender the requested Note in the appropriate amount or amounts to evidence such Loans.

2.06. Conversions. Each Borrower shall have the option to convert, on any Business Day, all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of Revolving Loans made pursuant to one or more Borrowings of one or more Types of Revolving Loans into a Borrowing of another Type of Revolving Loan; provided that, (a) except as otherwise provided in Section 2.10(b), LIBOR Loans may be converted into Base Rate Loans only on the last day of an Interest Period applicable to the Revolving Loans being converted and no such partial conversion of LIBOR Loans shall reduce the outstanding principal amount of such LIBOR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount applicable thereto, (b) unless the Required Lenders otherwise agree, Base Rate Loans may only be converted into LIBOR Loans if no Event of Default is in existence on the date of the conversion, and (c) no conversion pursuant to this Section 2.06 shall result in a greater number of Borrowings of LIBOR Loans than is permitted under Section 2.02. Each such conversion shall be effected by the respective Borrower by giving the Administrative Agent at

the Notice Office notice thereof, which notice must be received by the Administrative Agent prior to 1:00 P.M. (New York City time) at least (i) in the case of conversions of Base Rate Loans into LIBOR Loans, three Business Days' prior notice and (ii) in the case of conversions of LIBOR Loans into Base Rate Loans, one Business Day's prior notice (each, a "Notice of Conversion/Continuation"), in each case in the form of Exhibit A-2, appropriately completed to specify the Revolving Loans to be so converted, the Borrowing or Borrowings pursuant to which such Revolving Loans were incurred and, if to be converted into LIBOR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall give each Lender prompt notice of any such proposed conversion affecting any of its Revolving Loans.

2.07. Pro Rata Borrowings. All Borrowings of Revolving Loans under this Agreement shall be incurred from the Lenders pro rata on the basis of their Revolving Loan Commitments, provided that all Mandatory Borrowings shall be incurred from the Lenders pro rata on the basis of their RL Percentages. It is understood that no Lender shall be responsible for any default by any other Lender of its obligation to make Loans hereunder and that each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder.

2.08. Interest. (a) Each Borrower jointly and severally agrees to pay interest in respect of the unpaid principal amount of each Base Rate Loan from the date of Borrowing thereof until the earlier of (i) the maturity thereof (whether by acceleration or otherwise) and (ii) the conversion of such Base Rate Loan to a LIBOR Loan pursuant to Section 2.06 or 2.09, as applicable, at a rate per annum which shall be equal to the sum of the relevant Applicable Margin plus the Base Rate, each as in effect from time to time.

(b) Each Borrower jointly and severally agrees to pay interest in respect of the unpaid principal amount of each LIBOR Loan from the date of Borrowing thereof until the earlier of (i) the maturity thereof (whether by acceleration or otherwise) and (ii) the conversion of such LIBOR Loan to a Base Rate Loan pursuant to Section 2.06, 2.09 or 2.10, as applicable, at a rate per annum which shall, during each Interest Period applicable thereto, be equal to the sum of the relevant Applicable Margin as in effect from time to time during such Interest Period plus the LIBO Rate for such Interest Period.

(c) (i) Overdue principal and, to the extent permitted by law, overdue interest in respect of each Loan shall, in each case, bear interest at a rate per annum equal to the rate which is 2% in excess of the rate then borne by such Loans, and (ii) all other overdue amounts payable hereunder and under any other Credit Document shall bear interest at a rate per annum equal to the rate which is 2% in excess of the rate applicable to Base Rate Loans from time to time. Interest that accrues under this Section 2.08(c) shall be payable on demand.

(d) Accrued (and theretofore unpaid) interest shall be payable (i) in respect of each Base Rate Loan, (x) monthly in arrears on each Monthly Payment Date, (y) on the date of any repayment or prepayment in full of all outstanding Base Rate Loans, and (z) at maturity (whether by acceleration or otherwise) and, after such maturity, on demand, and (ii) in respect of each LIBOR Loan, (x) on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of one month, on each date occurring at one month intervals after the first day of such Interest Period, and (y) on the date of any repayment or prepayment (on the amount repaid or prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(e)Upon each Interest Determination Date, the Administrative Agent shall determine the LIBO Rate for each Interest Period applicable to the respective LIBOR Loans and shall promptly notify the Company and the Lenders thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

2.09. Interest Periods. At the time any Borrower gives any Notice of Borrowing or Notice of Conversion/Continuation in respect of the making of, or conversion into, any LIBOR Loan (in the case of the initial Interest Period applicable thereto) or prior to 1:00 P.M. (New York City time) on the third Business Day prior to the expiration of an Interest Period applicable to such LIBOR Loan (in the case of any subsequent Interest Period), such Borrower shall have the right to elect the interest period (each, an "Interest Period") applicable to such LIBOR Loan, which Interest Period shall, at the option of the Borrower, be a one, two, three or six month period; provided that (in each case):

(a) all LIBOR Loans comprising a Borrowing shall at all times have the same Interest Period;

(b) the initial Interest Period for any LIBOR Loan shall commence on the date of Borrowing of such LIBOR Loan (including the date of any conversion thereto from a Base Rate Loan) and each Interest Period occurring thereafter in respect of such LIBOR Loan shall commence on the day on which the next preceding Interest Period applicable thereto expires;

(c) if any Interest Period for a LIBOR Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month;

(d) if any Interest Period for a LIBOR Loan would otherwise expire on a day which is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, however, that if any Interest Period for a LIBOR Loan would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(e) unless the Required Lenders otherwise agree, no Interest Period may be selected at any time when an Event of Default is then in existence; and

(f) no Interest Period in respect of any Borrowing shall be selected which extends beyond the Revolving Commitment Termination Date.

If by 1:00 P.M. (New York City time) on the third Business Day prior to the expiration of any Interest Period applicable to a Borrowing of LIBOR Loans, any Borrower has failed to elect, or is not permitted to elect, a new Interest Period to be applicable to such LIBOR Loans as provided above, such Borrower shall be deemed to have elected to convert such LIBOR Loans into Base Rate Loans effective as of the expiration date of such current Interest Period.

2.10. Increased Costs, Illegality, etc. (a) In the event that any Lender shall have determined (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto but, with respect to clause (i) below, may be made only by the Administrative Agent):

(i) on any Interest Determination Date that, by reason of any changes arising after the date of this Agreement affecting the London interbank market, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in the definition of LIBO Rate; or

(ii) at any time, that such Lender shall incur increased costs or reductions in the amounts received or receivable hereunder with respect to any LIBOR Loan because of (A) any change since the Effective Date in any applicable law or governmental rule, regulation, order, guideline or request (whether or not having the force of law) or in the interpretation or administration thereof and including the introduction of any new law or governmental rule, regulation, order, guideline or request, such as, but not limited to: (1) a change in the basis of taxation of payment to any Lender of the principal of or interest on the Loans or the Notes or any other amounts payable hereunder (but excluding, for these purposes, any Taxes payable or subject to indemnification or reimbursement under Section 5.04 and the imposition of or change in the rate of Excluded Taxes) or (2) a change in official reserve requirements, but, in all events, excluding reserves required under Regulation D to the extent included in the computation of the LIBO Rate and/or (B) other circumstances arising since the Effective Date affecting such Lender, the London interbank market or the position of such Lender in such market (including that the LIBO Rate with respect to such LIBOR Loan does not adequately and fairly reflect the cost to such Lender of funding such LIBOR Loan); or

(iii) at any time, that the making or continuance of any LIBOR Loan has been made (A) unlawful by any law or governmental rule, regulation or order, (B) impossible by compliance by any Lender in good faith with any governmental request (whether or not having force of law) or (C) impracticable as a result of a contingency occurring after the Effective Date which materially and adversely affects the London interbank market;

then, and in any such event, such Lender (or the Administrative Agent, in the case of clause (i) above) shall promptly give notice (by telephone promptly confirmed in writing) to the Company and, except in the case of clause (i) above, to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (x) in the case of clause (i) above, LIBOR Loans shall no longer be available until such time as the Administrative Agent notifies the Company and the Lenders that the circumstances giving rise to such notice by the Administrative Agent no longer exist, and any Notice of Borrowing or Notice of Conversion/Continuation given by any Borrower with respect to LIBOR Loans which have not yet been incurred (including by way of conversion) shall be deemed rescinded by such Borrower, (y) in the case of clause (ii) above, the Borrowers jointly and severally agree to pay to such Lender, upon such Lender's written request therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender in its sole discretion shall determine) as shall be required to compensate such Lender for such increased costs or reductions in amounts received or receivable hereunder (a written notice as to the additional amounts owed to such Lender, showing in reasonable detail the basis for the calculation thereof, submitted to the Company by such Lender shall, absent manifest error, be final and conclusive and binding on all the parties hereto) and (z) in the case of clause (iii) above, the respective Borrower or Borrowers shall take one of the actions specified in Section 2.10(b) as promptly as possible and, in any event, within the time period required by law.

(b) At any time that any LIBOR Loan is affected by the circumstances described in Section 2.10(a)(ii), the affected Borrower may, and in the case of a LIBOR Loan affected by the circumstances described in Section 2.10(a)(iii), the affected Borrower shall, either (i) if the affected LIBOR Loan is then being made initially or pursuant to a conversion, cancel such

Borrowing by giving the Administrative Agent telephonic notice (confirmed in writing) on the same date that such Borrower was notified by the affected Lender or the Administrative Agent pursuant to Section 2.10(a)(ii) or (iii) or (ii) if the affected LIBOR Loan is then outstanding, upon at least three Business Days' written notice to the Administrative Agent, require the affected Lender to convert such LIBOR Loan into a Base Rate Loan; provided that, if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 2.10(b).

(c) If any Lender determines that after the Effective Date the introduction of or any change in any applicable law or governmental rule, regulation, order, guideline, directive or request (whether or not having the force of law) concerning capital adequacy, or any change in interpretation or administration thereof by the NAIC or any Governmental Authority, central bank or comparable agency, will have the effect of increasing the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender based on the existence of such Lender's Revolving Loan Commitment hereunder or its obligations hereunder, then the Borrowers jointly and severally agree to pay to such Lender, upon its written demand therefor, such additional amounts as shall be required to compensate such Lender or such other corporation for the increased cost to such Lender or such other corporation or the reduction in the rate of return to such Lender or such other corporation as a result of such increase of capital. In determining such additional amounts, each Lender will act reasonably and in good faith and will use averaging and attribution methods which are reasonable; provided that such Lender's determination of compensation owing under this Section 2.10(c) shall, absent manifest error, be final and conclusive and binding on all the parties hereto. Each Lender, upon determining that any additional amounts will be payable pursuant to this Section 2.10(c), will give prompt written notice thereof to the Company, which notice shall show in reasonable detail the basis for calculation of such additional amounts.

(d) Notwithstanding anything herein to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, shall be deemed to be a change after the date hereof in a requirement of law or governmental rule, regulation or order, regardless of the date enacted, adopted, issued or implemented for all purposes under or in connection with this Agreement (including this Section 2.10 and Section 3.06).

2.11. Compensation. Each Borrower jointly and severally agrees to compensate each Lender, upon its written request (which request shall set forth in reasonable detail the basis for requesting such compensation), for all losses, expenses and liabilities (including any loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its LIBOR Loans but excluding loss of anticipated profits) which such Lender may sustain: (a) if for any reason (other than a default by such Lender or the Administrative Agent) a Borrowing of, or conversion from or into, LIBOR Loans does not occur on a date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation (whether or not withdrawn by the respective Borrower or Borrowers or deemed withdrawn pursuant to Section 2.10(a)); (b) if any prepayment or repayment (including any prepayment or repayment made pursuant to Section 5.01, Section 5.02 or as a result of an acceleration of the Loans pursuant to Section 11) or conversion of any of its LIBOR Loans occurs on a date which is not the last day of an Interest Period with respect thereto; (c) if any prepayment of any of its LIBOR Loans is not made on any date specified in a notice of prepayment given by any Borrower; or (d) as a consequence of (i) any other default by any Borrower to repay LIBOR Loans when required by the terms of this Agreement or any Note held by such Lender or (ii) any election made pursuant to Section 2.10(b).

2.12. Change of Lending Office. Each Lender and each Issuing Lender agrees that on the occurrence of any event giving rise to the operation of Section 2.10(a)(ii) or (iii), Section 2.10(c), Section 3.06 or Section 5.04 with respect to such Lender or such Issuing Lender, it will, if requested by the Company, use reasonable efforts (subject to overall policy considerations of such Lender or such Issuing Lender) to designate another lending office for any Loans or Letters of Credit affected by such event; provided that such designation is made on such terms that such Lender or such Issuing Lender and its lending office suffer no legal, regulatory or unreimbursed economic disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of any Borrower or the right of any Lender provided in Sections 2.10, 3.06 and 5.04.

2.13. Replacement of Lenders. (a) If any Lender becomes a Defaulting Lender, (b) if any Lender or Issuing Lender requests payment of additional amounts under Section 2.10(a)(ii) or (iii), Section 2.10(c), Section 3.06 or Section 5.04 or if any Borrower is required to pay any additional amount to any Lender, any Issuing Lender or any Governmental Authority for the account of any Lender or any Issuing Lender pursuant to such Sections, (c) in the case of a refusal by a Lender to consent to a proposed change, waiver, discharge or termination with respect to this Agreement which has been approved by the Required Lenders as (and to the extent) provided in Section 13.12(b) or (d) in the case of rejection (or deemed rejection) by a Lender of the Extension under Section 2.16(a) which Extension has been accepted under Section 2.16(a) by the Required Lenders, the Company shall have the right, in accordance with Section 13.04(b), if no Default or Event of Default would exist after giving effect to such replacement, to replace such Lender or Issuing Lender (the "Replaced Lender") with one or more other Eligible Transferees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") and each of which shall be reasonably acceptable to the Administrative Agent and each Issuing Lender; provided that:

(i) at the time of any replacement pursuant to this Section 2.13, the Replacement Lender shall enter into one or more Assignment and Assumption Agreements pursuant to Section 13.04(b) (and with all fees payable pursuant to said Section 13.04(b) to be paid by the Borrowers) pursuant to which the Replacement Lender shall acquire the entire Revolving Loan Commitment and all outstanding Revolving Loans of, and all participations in Letters of Credit by, the Replaced Lender and, in connection therewith, shall pay to (i) the Replaced Lender in respect thereof an amount equal to the sum of (A) an amount equal to the principal of, and all accrued interest on, all outstanding Revolving Loans of the respective Replaced Lender, (B) an amount equal to all Unpaid Drawings that have been funded by (and not reimbursed to) such Replaced Lender, together with all then unpaid interest with respect thereto at such time and (C) an amount equal to all accrued, but theretofore unpaid, Fees owing to the Replaced Lender pursuant to Section 4.01, (ii) each Issuing Lender an amount equal to such Replaced Lender's RL Percentage of any Unpaid Drawing relating to Letters of Credit issued by such Issuing Lender (which at such time remains an Unpaid Drawing) to the extent such amount was not theretofore funded by such Replaced Lender and (iii) the Swingline Lender an amount equal to such Replaced Lender's RL Percentage of any Mandatory Borrowing to the extent such amount was not theretofore funded by such Replaced Lender to the Swingline Lender; and

(ii) all obligations of the Borrowers then owing to the Replaced Lender (other than those specifically described in clause (i) above in respect of which the assignment purchase price has been, or is concurrently being, paid, but including all amounts, if any, owing under Section 2.11) shall be paid in full to such Replaced Lender concurrently with such replacement.

(b) Upon receipt by the Replaced Lender of all amounts required to be paid to it pursuant to this Section 2.13, the Administrative Agent shall be entitled (but not obligated) and is authorized (which authorization is coupled with an interest) to execute an Assignment and Assumption Agreement on behalf of such Replaced Lender, and any such Assignment and Assumption Agreement so executed by the Administrative Agent and the Replacement Lender shall be effective for purposes of this Section 2.13 and Section 13.04. Upon the execution of the respective Assignment and Assumption Agreement, the payment of amounts referred to in clauses (i) and (ii) above, recordation of the assignment on the Register by the Administrative Agent pursuant to Section 13.15 and, if so requested by the Replacement Lender, delivery to the Replacement Lender of the appropriate Note or Notes executed by the relevant Borrowers, (x) the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (including Sections 2.10, 2.11, 3.06, 5.04, 12.06, 13.01 and 13.06), which shall survive as to such Replaced Lender and (y) the RL Percentages of the Lenders shall be automatically adjusted at such time to give effect to such replacement.

2.14. Company as Agent for Borrowers. Each Borrower hereby irrevocably appoints the Company as its agent and attorney-in-fact for all purposes under this Agreement and each other Credit Document, which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by the respective appointing Borrower that such appointment has been revoked. Each Borrower hereby irrevocably appoints and authorizes the Company (i) to provide the Administrative Agent with all notices with respect to Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement or any other Credit Document and (ii) to take such action as the Company deems appropriate on its behalf to obtain Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement and the other Credit Documents. It is understood that the handling of the Credit Account and the Collateral of the Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that the Administrative Agent, each Issuing Lender and each Lender shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Credit Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the consolidated group. To induce the Administrative Agent, each Issuing Lender and each Lender to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify and hold harmless the Administrative Agent, each Issuing Lender and each Lender against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses, or disbursements of whatsoever kind or nature made against the Administrative Agent, any Issuing Lender or any Lender by any Borrower or by any third party whosoever, arising from or incurred by reason of (a) the handling of the Credit Account and Collateral of the Borrowers as herein provided, (b) the Administrative Agent's, the Issuing Lenders' or the Lenders' relying on any instructions of the Company, or (c) any other action taken by the Lenders hereunder or under the other Credit Documents; provided that no Borrower shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses, or disbursements resulting from (i) the gross negligence or willful misconduct of the Administrative Agent, such Issuing Lender, such Lender or the Collateral Agent, as the case may be (as determined by a court of competent jurisdiction in a final and non-appealable decision), and (ii) any disputes solely among the Administrative Agent, any Issuing Lender and/or any Lender (other than (A) any disputes relating to any act or omission of any Holding Company or its Affiliates and (B) any claim against the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent or any Issuing Lender in its capacity or in fulfilling such roles under or pursuant to this Agreement and the other Credit Documents).

2.15. Incremental Commitments. (a) The Borrowers shall have the right, without requiring the consent of the Administrative Agent (except as otherwise provided in this Section 2.15) or the Lenders (except for the Issuing Lenders as provided below), to request at any time and from time to time after the Effective Date and prior to the Revolving Commitment Termination Date that one or more Lenders (and/or one or more other Persons which are Eligible Transferees and which will become Lenders) provide Incremental Commitments and, subject to the applicable terms and conditions contained in this Agreement and the relevant Incremental Commitment Agreement, make Revolving Loans and participate in Letters of Credit and Swingline Loans pursuant thereto; provided that (i) no Lender shall be obligated to provide an Incremental Commitment, and until such time, if any, as such Lender has agreed in its sole discretion to provide an Incremental Commitment and has executed and delivered to the Administrative Agent, the Company and the other Borrowers an Incremental Commitment Agreement as provided in clause (b) of this Section 2.15, such Lender shall not be obligated to fund any Revolving Loans in excess of its Revolving Loan Commitment (if any) or participate in any Letters of Credit or Swingline Loans in excess of its RL Percentage, in each case, as in effect prior to giving effect to such Incremental Commitment provided pursuant to this Section 2.15; provided that the Lenders shall have at least 10 Business Days following the Borrowers' request for Incremental Commitments to decide whether or not to provide any such Incremental Commitments (and, to the extent that any such Lender fails to respond within such 10 Business Day period, such Lender shall be deemed to have rejected to provide an Incremental Commitment), (ii) any Lender (including any Person which is an Eligible Transferee who will become a Lender) may so provide an Incremental Commitment without the consent of the Administrative Agent or any other Lender; provided that any Person that is not a Lender prior to the effectiveness of its Incremental Commitment shall require the consent of the Administrative Agent and each Issuing Lender (each of which consents shall not be unreasonably withheld) to provide an Incremental Commitment pursuant to this Section 2.15, (iii) the aggregate amount of each request (and provision therefor) for Incremental Commitments shall be in a minimum aggregate amount for all Lenders which provide an Incremental Commitment pursuant to a given Incremental Commitment Agreement pursuant to this Section 2.15 (including Persons who are Eligible Transferees and will become Lenders) of at least $25,000,000 (or such lesser amount that is acceptable to the Administrative Agent), (iv) the aggregate amount of all Incremental Commitments permitted to be provided pursuant to this Section 2.15 shall not exceed in the aggregate $250,000,000, (v) the Borrowers shall not increase the Total Revolving Loan Commitment pursuant to this Section 2.15 more than five times, (vi) if the Applicable Margins with respect to Revolving Loans to be incurred pursuant to an Incremental Commitment shall be higher in any respect than those applicable to any other Revolving Loans, the Applicable Margins for such other Revolving Loans and extension of credit hereunder shall be automatically increased as and to the extent needed to eliminate any deficiencies in accordance with the definition of "Applicable Margin" contained herein (such increase, the "Additional Margin"), (vii) all Revolving Loans incurred pursuant to an Incremental Commitment (and all interest, fees and other amounts payable thereon) shall be Obligations under this Agreement and the other applicable Credit Documents and shall be secured by the relevant Security Documents, and guaranteed under the Guaranty, on a pari passu basis with all other Obligations secured by each relevant Security Document and guaranteed under the Guaranty, and (viii) each Lender (including any Person which is an Eligible Transferee who will become a Lender) agreeing to provide an Incremental Commitment pursuant to an Incremental Commitment Agreement shall, subject to the satisfaction of the relevant conditions set forth in this Agreement, participate in Swingline Loans and Letters of Credit pursuant to Sections 2.01(b) and 3.04, respectively, and make Revolving Loans as provided in Section 2.01(a) and such Revolving Loans shall constitute Revolving Loans for all purposes of this Agreement and the other applicable Credit Documents.

(b) At the time of the provision of Incremental Commitments pursuant to this Section 2.15, (I) the Holding Companies, the Company, each other Borrower, each Subsidiary Guarantor, the Administrative Agent and each such Lender or other Eligible Transferee which agrees to provide an Incremental Commitment (each, an "Incremental Lender") shall execute and deliver to the Borrowers and the Administrative Agent an Incremental Commitment Agreement, appropriately completed (with the effectiveness of the Incremental Commitment provided therein to occur on the date set forth in such Incremental Commitment Agreement, which date in any event shall be no earlier than the date on which (i) all fees required to be paid in connection therewith at the time of such effectiveness shall have been paid, (ii) all Incremental Commitment Requirements have been satisfied, (iii) all conditions set forth in this Section 2.15 shall have been satisfied and (iv) all other conditions precedent that may be set forth in such Incremental Commitment Agreement shall have been satisfied) and (II) the Holding Companies, the Company, each other Borrower, each Subsidiary Guarantor and the Collateral Agent and each Incremental Lender (as applicable) shall execute and deliver to the Administrative Agent such additional Security Documents and/or amendments to the Security Documents which are necessary to ensure that all Loans incurred pursuant to the Incremental Commitments and any Additional Margin are secured by each relevant Security Document (the "Incremental Security Documents"). The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Commitment Agreement and, at such time, Schedule 1.01(a) shall be deemed modified to reflect the Incremental Commitments of such Incremental Lenders.

(c) It is understood and agreed that the Incremental Commitments provided by an Incremental Lender or Incremental Lenders, as the case may be, pursuant to each Incremental Commitment Agreement shall constitute part of, and be added to, the Total Revolving Loan Commitment and each Incremental Lender shall constitute a Lender for all purposes of this Agreement and each other applicable Credit Document.

(d) At the time of any provision of Incremental Commitments pursuant to this Section 2.15, each Borrower shall, in coordination with the Administrative Agent, repay outstanding Revolving Loans of certain of the Lenders, and incur additional Revolving Loans from certain other Lenders (including the Incremental Lenders), in each case to the extent necessary so that all of the Lenders participate in each outstanding Borrowing of Revolving Loans pro rata on the basis of their respective Revolving Loan Commitments (after giving effect to any increase in the Total Revolving Loan Commitment pursuant to this Section 2.15) and with the Borrowers being obligated to pay to the respective Lenders any costs of the type referred to in Section 2.11 in connection with any such repayment and/or Borrowing.

(e) At the time of any provision of Incremental Commitments pursuant to this Section 2.15, all dollar thresholds included in any determination made with respect to Excess Availability shall be increased automatically in an amount equal to the percentage by which the Incremental Commitments increase the Total Revolving Loan Commitments.

2.16. Extensions of Loans and Commitments.(a) Notwithstanding anything to the contrary in this Agreement, subject to the terms of this Section 2.16, the Borrowers may extend the maturity date, and otherwise modify the terms of the Total Revolving Loan Commitment, or any portion thereof (including by increasing the interest rate or fees payable in respect of any Loans and/or Revolving Loan Commitments or any portion thereof (and related outstandings) (the "Extension") pursuant to a written offer (the "Extension Offer") made by the Company to all Lenders, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective outstanding Revolving Loans and unfunded Revolving Loan Commitments) and on the same terms to each such Lender. In connection with the Extension, the Company will provide notification to the Administrative Agent (for distribution to the Lenders). In connection with the Extension, each Lender, acting in its sole and individual discretion, wishing to participate in the Extension shall, prior to the date (the "Notice Date") that is 30 days after delivery of notice by the Administrative Agent to such Lender, provide the Administrative Agent with a written notice thereof in a form reasonably satisfactory to the Administrative Agent. Any Lender that does not respond to the Extension Offer by the Notice Date shall be deemed to have rejected such Extension. The Administrative Agent shall promptly notify the Company of each Lender's determination under this Section 2.16(a). The election of any Lender to agree to the Extension shall not obligate any other Lender to so agree. After giving effect to the Extension, the Revolving Loan Commitments so extended shall cease to be a part of the tranche of the Revolving Loan Commitments they were a part of immediately prior to the Extension and shall be a new tranche of Extended Revolving Loan Commitments hereunder.

(b) The Company shall have the right to replace each Lender that shall have rejected (or be deemed to have rejected) the Extension under Section 2.16(a) with, and add as "Lenders" under this Agreement in place thereof, one or more Replacement Lenders as provided in Section 2.13; provided that each of such Replacement Lenders shall enter into an Assignment and Assumption Agreement pursuant to which such Replacement Lender shall, effective as of a closing date selected by the Administrative Agent in consultation with the Company (which shall occur no later than 30 days following the Notice Date and shall occur on the same date as the effectiveness of the Extension as to the Lenders which have consented thereto pursuant to Section 2.16(a)), undertake the Revolving Loan Commitment of such Replaced Lender (and, if any such Replacement Lender is already a Lender, its Revolving Loan Commitment shall be in addition to such Lender's Revolving Loan Commitment hereunder on such date).

(c) The Extension shall be subject to the following:

(i) no Default or Event of Default shall have occurred and be continuing at the time any offering document in respect of the Extension Offer is delivered to the Lenders and at the time of the Extension;

(ii) except as to interest rates, utilization fees, unused fees and final maturity, the Revolving Loan Commitment of any Lender extended pursuant to the Extension (the "Extended Revolving Loan Commitment"), and the related outstandings, shall be a Revolving Loan Commitment (or related outstandings, as the case may be) with the same terms as the original Revolving Loan Commitments (and related outstandings); provided that, subject to the provisions of Sections 3.07 and 2.01(f) to the extent dealing with Swingline Loans and Letters of Credit which mature or expire after the Initial Revolving Commitment Termination Date, all Swingline Loans and Letters of Credit shall be participated in on a pro rata basis by all Lenders with Revolving Loan Commitments and/or Extended Revolving Loan Commitments in accordance with their RL Percentages (and except as provided in Sections 3.07 and 2.01(f), without giving effect to changes thereto on the Initial Revolving Commitment Termination Date with respect to Swingline Loans and Letters of Credit theretofore incurred or issued) and all borrowings under Revolving Loan Commitments and Extended Revolving Loan Commitments and repayments thereunder shall be made on a pro rata basis (except for (x) payments of interest and fees at different rates on Extended Revolving Loan Commitments (and related outstandings) and (y) repayments required upon any Revolving Commitment Termination Date of any tranche of Revolving Loan Commitments or Extended Revolving Loan Commitments);

(iii) if the aggregate principal amount of Revolving Loan Commitments in respect of which Lenders shall have accepted the Extension Offer shall exceed the maximum aggregate principal amount of Revolving Loan

Commitments offered to be extended by the Company pursuant to the Extension Offer, then the Revolving Loan Commitments of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted the Extension Offer;

(iv) all documentation in respect of the Extension shall be consistent with the foregoing, and all written communications by the Borrowers generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and otherwise reasonably satisfactory to the Administrative Agent;

(v) the Minimum Extension Condition shall be satisfied; and

(vi) the Extension shall not become effective unless, on the proposed effective date of the Extension, (x) the Company shall deliver to the Administrative Agent a certificate of an Authorized Officer of each Credit Party dated the applicable date of the Extension and executed by an Authorized Officer of such Credit Party certifying and attaching the resolutions adopted by such Credit Party approving or consenting to such Extension and (y) the conditions set forth in Section 7 shall be satisfied (with all references in such Section to any Credit Event being deemed to be references to the Extension on the applicable date of the Extension) and the Administrative Agent shall have received a certificate to that effect dated the applicable date of the Extension and executed by an Authorized Officer of the Company.

(d) With respect to the Extension consummated by the Borrowers pursuant to this Section 2.16, (i) the Extension shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 5.01, 5.02, 5.03, 13.02 or 13.06, (ii) the Extension Offer shall contain a condition (a "Minimum Extension Condition") to consummating the Extension that at least 50% of the aggregate amount of the Revolving Loan Commitments in effect immediately prior to the Initial Revolving Commitment Termination Date (unless another amount is agreed to by the Administrative Agent) shall be in effect immediately following the Initial Revolving Commitment Termination Date, (iii) if the amount extended is less than the Maximum Letter of Credit Amount, the Maximum Letter of Credit Amount shall be reduced upon the date that is five (5) Business Days prior to the Initial Revolving Commitment Termination Date (to the extent needed so that the Maximum Letter of Credit Amount does not exceed the aggregate Revolving Loan Commitments which would be in effect after the Initial Revolving Commitment Termination Date), and, if applicable, the Borrowers shall cash collateralize obligations under any issued Letters of Credit in an amount equal to 105% of the Stated Amount of such Letters of Credit, and (iv) if the amount extended is less than the Maximum Swingline Amount, the Maximum Swingline Amount shall be reduced upon the date that is five (5) Business Days prior to the Initial Revolving Commitment Termination Date (to the extent needed so that the Maximum Swingline Amount does not exceed the aggregate Revolving Loan Commitments which would be in effect after the Initial Revolving Commitment Termination Date), and, if applicable, the Borrowers shall prepay any outstanding Swingline Loans. The Administrative Agent and the Lenders hereby consent to the Extension and the other transactions contemplated by this Section 2.16 (including, for the avoidance of doubt, payment of any interest or fees in respect of any Extended Revolving Loan Commitments on such terms as may be set forth in the Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Sections 5.01, 5.02, 5.03, 13.02 or 13.06) or any other Credit Document that may otherwise prohibit the Extension or any other transaction contemplated by this Section 2.16, provided that such consent shall not be deemed to be an acceptance of the Extension Offer.

(e) The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Credit Documents with the Credit Parties as may be necessary in order establish new tranches in respect of Revolving Loan Commitments so extended and such technical amendments as may be necessary in connection with the establishment of such new tranches, in each case on terms consistent with this Section 2.16. Without limiting the foregoing, in connection with the Extension, the respective parties shall (at the expense of the Credit Parties) amend (and the Administrative Agent is hereby authorized to amend) any Mortgage that has a maturity date prior to the Extended Revolving Commitment Termination Date so that such maturity date is extended to the Extended Revolving Commitment Termination Date (or such later date as may be advised by local counsel to the Administrative Agent).

(f) In connection with the Extension, the Company shall provide the Administrative Agent at least ten (10) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures, if any, as may be reasonably established by, or reasonably acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.16.

SECTION 3. Letters of Credit.

3.01. Letters of Credit. (a) Subject to and upon the terms and conditions set forth herein, any Borrower may request that an Issuing Lender issue, at any time and from time to time on and after the Effective Date and prior to the 10th day prior to the Revolving Commitment Termination Date, for the joint and several account of the Borrowers and for the benefit of (x) any holder (or any trustee, agent or other similar representative for any such holders) of L/C Supportable Obligations, an

irrevocable standby letter of credit, in a form customarily used by such Issuing Lender or in such other form as is reasonably acceptable to such Issuing Lender, and (y) sellers of goods to the Company or any of its Subsidiaries, an irrevocable trade letter of credit, in a form customarily used by such Issuing Lender or in such other form as has been approved by such Issuing Lender (each such letter of credit, a "Letter of Credit" and, collectively, the "Letters of Credit") (although without limiting the joint and several nature of the Borrowers' obligations in respect of the Letters of Credit, any particular Letter of Credit may name only one or more Borrowers as the account party therein). All Letters of Credit shall be issued on a sight basis only.

(b) Subject to and upon the terms and conditions set forth herein, each Issuing Lender agrees that it will, at any time and from time to time on and after the Effective Date and prior to the 10th day prior to the Revolving Commitment Termination Date, following its receipt of the respective Letter of Credit Request, issue for the joint and several account of the Borrowers, one or more Letters of Credit as are permitted to remain outstanding hereunder without giving rise to a Default or an Event of Default; provided that no Issuing Lender shall be under any obligation to issue any Letter of Credit of the types described above if at the time of such issuance:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall purport by its terms to enjoin or restrain such Issuing Lender from issuing such Letter of Credit or any requirement of law applicable to such Issuing Lender or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Lender shall prohibit, or request that such Issuing Lender refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Lender with respect to such Letter of Credit any restriction or reserve or capital requirement (for which such Issuing Lender is not otherwise compensated hereunder) not in effect with respect to such Issuing Lender on the date hereof, or any unreimbursed loss, cost or expense which was not applicable or in effect with respect to such Issuing Lender as of the date hereof and which such Issuing Lender reasonably and in good faith deems material to it; or

(ii) such Issuing Lender shall have received from such Borrower, any other Credit Party or the Required Lenders prior to the issuance of such Letter of Credit notice of the type described in the second sentence of Section 3.03(b).

3.02. Maximum Letter of Credit Outstandings; Final Maturities. Notwithstanding anything to the contrary contained in this Agreement, (a) no Letter of Credit shall be issued (or required to be issued) if the Stated Amount of such Letter of Credit, when added to the Letter of Credit Outstandings (exclusive of Unpaid Drawings which are repaid on the date of, and prior to the issuance of, the respective Letter of Credit) at such time, would exceed the Maximum Letter of Credit Amount at such time, (b) no Letter of Credit shall be issued (or required to be issued) at any time when the Aggregate Exposure exceeds (or would after giving effect to such issuance exceed) either (i) the Total Revolving Loan Commitment at such time or (ii) the Borrowing Base at such time, (c) no Letter of Credit shall be issued (or required to be issued) by any particular Issuing Lender if the aggregate Letter of Credit Outstandings for such Issuing Lender (after giving effect to the requested Letter of Credit) would exceed the Issuing Lender Sublimit for such Issuing Lender, (d) each Letter of Credit shall be denominated in Dollars, (e) each standby Letter of Credit shall by its terms terminate on or before the earlier of (i) the date which occurs 12 months after the date of the issuance thereof (although any such standby Letter of Credit may be extendible for successive periods of up to 12 months, but, in each case, not beyond the fifth Business Day prior to the Revolving Commitment Termination Date, on terms acceptable to the respective Issuing Lender)) and (ii) five Business Days prior to the Revolving Commitment Termination Date and (f) each trade Letter of Credit shall by its terms terminate on or before the earlier of (i) the date which occurs 365 days after the date of issuance thereof and (ii) 20 days prior to the Revolving Commitment Termination Date.

3.03. Letter of Credit Requests. (a) Whenever any Borrower desires that a Letter of Credit be issued for its account, such Borrower shall give the Administrative Agent and the respective Issuing Lender at least two Business Days' (or such shorter period as is acceptable to such Issuing Lender) written notice thereof (including by way of facsimile); provided that any such notice shall be deemed to have been given on a certain day only if received by the Administrative Agent and the respective Issuing Lender before 11:00 A.M. (New York City time) on such day. Each notice shall be in the form of Exhibit C, appropriately completed (each, a "Letter of Credit Request").

(b) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by the respective Borrower to the Lenders that such Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 3.02. Unless the respective Issuing Lender has received notice from any Borrower, any other Credit Party or the Required Lenders before it issues a Letter of Credit that one or more of the conditions specified in Section 6 or 7 are not then satisfied, or that the issuance of such Letter of Credit would violate Section 3.02, then such Issuing Lender shall, subject to the terms and conditions of this Agreement, issue the requested Letter of Credit for the account of the respective Borrower in accordance with such Issuing Lender's usual and customary practices. Upon the issuance of or modification or amendment to any standby Letter of Credit, each Issuing Lender shall promptly notify the respective Borrower and the Administrative Agent, in writing of such issuance, modification or amendment and such notice shall be accompanied by a

copy of such Letter of Credit or the respective modification or amendment thereto, as the case may be. Promptly after receipt of such notice the Administrative Agent shall notify the Participants, in writing, of such issuance, modification or amendment. On the first Business Day of each week, each Issuing Lender shall furnish the Administrative Agent with a written (including via facsimile) report of the daily aggregate outstandings of trade Letters of Credit issued by such Issuing Lender for the immediately preceding week. Notwithstanding anything to the contrary contained in this Agreement, in the event that a Lender Default exists with respect to a Lender, no Issuing Lender shall be required to issue, renew, extend or amend any Letter of Credit unless such Issuing Lender has entered into arrangements satisfactory to it and the Company to eliminate such Issuing Lender's risk with respect to the participation in Letters of Credit by the Defaulting Lender (which arrangements are hereby consented to by the Lenders), including by cash collateralizing such Defaulting Lender's or Lenders' RL Percentage of the Letter of Credit Outstandings with respect to such Letters of Credit (such arrangements, the "Letter of Credit Back-Stop Arrangements").

3.04. Letter of Credit Participations. (a) Immediately upon the issuance by an Issuing Lender of any Letter of Credit, such Issuing Lender shall be deemed to have sold and transferred to each Lender, and each such Lender (in its capacity under this Section 3.04, a "Participant") shall be deemed irrevocably and unconditionally to have purchased and received from such Issuing Lender, without recourse or warranty, an undivided interest and participation, to the extent of such Participant's RL Percentage, in such Letter of Credit, each drawing or payment made thereunder and the obligations of the Borrowers under this Agreement with respect thereto, and any security therefor or guaranty pertaining thereto. Upon any change in the Revolving Loan Commitments or RL Percentages of the Lenders pursuant to Section 2.13, 2.15 or 13.04(b), it is hereby agreed that, with respect to all outstanding Letters of Credit and Unpaid Drawings relating thereto, there shall be an automatic adjustment to the participations pursuant to this Section 3.04 to reflect the new RL Percentages of the assignor and assignee Lender, as the case may be.

(b) In determining whether to pay under any Letter of Credit, no Issuing Lender shall have any obligation relative to the other Lenders other than to confirm that any documents required to be delivered under such Letter of Credit appear to have been delivered and that they appear to substantially comply on their face with the requirements of such Letter of Credit. Any action taken or omitted to be taken by an Issuing Lender under or in connection with any Letter of Credit issued by it shall not create for such Issuing Lender any resulting liability to any Borrower, any other Credit Party, any Lender or any other Person unless such action is taken or omitted to be taken with gross negligence or willful misconduct on the part of such Issuing Lender (as determined by a court of competent jurisdiction in a final and non-appealable decision).

(c) In the event that an Issuing Lender makes any payment under any Letter of Credit issued by it and the Borrowers shall not have reimbursed such amount in full to such Issuing Lender pursuant to Section 3.05(a), such Issuing Lender shall promptly notify the Administrative Agent, which shall promptly notify each Participant of such failure, and each Participant shall promptly and unconditionally pay to such Issuing Lender the amount of such Participant's RL Percentage of such unreimbursed payment in Dollars and in same day funds. If the Administrative Agent so notifies, on or prior to 12:00 Noon (New York City time) on any Business Day, any Participant required to fund a payment under a Letter of Credit, such Participant shall make available to the respective Issuing Lender in Dollars such Participant's Percentage of the amount of such payment on such Business Day in same day funds, provided that if any such notice is given to any Participant after 12:00 Noon (New York City time) on such Business Day, such payment will be made available by such Participant to such Issuing Lender on the immediately succeeding Business Day. If and to the extent such Participant shall not have so made its RL Percentage of the amount of such payment available to the respective Issuing Lender, such Participant agrees to pay to such Issuing Lender, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to such Issuing Lender at the overnight Federal Funds Rate for the first three days and at the interest rate applicable to Loans that are maintained as Base Rate Loans for each day thereafter. The failure of any Participant to make available to an Issuing Lender its RL Percentage of any payment under any Letter of Credit issued by such Issuing Lender shall not relieve any other Participant of its obligation hereunder to make available to such Issuing Lender its RL Percentage of any payment under any Letter of Credit on the date required, as specified above, but no Participant shall be responsible for the failure of any other Participant to make available to such Issuing Lender such other Participant's RL Percentage of any such payment.

(d) Whenever an Issuing Lender receives a payment of a reimbursement obligation as to which it has received any payments from the Participants pursuant to clause (c) above, such Issuing Lender shall pay to each such Participant which has paid its RL Percentage thereof, in Dollars and in same day funds, an amount equal to such Participant's share (based upon the proportionate aggregate amount originally funded by such Participant to the aggregate amount funded by all Participants) of the principal amount of such reimbursement obligation and interest thereon accruing after the purchase of the respective participations.

(e) Upon the request of any Participant, each Issuing Lender shall furnish to such Participant copies of any standby Letter of Credit issued by it and such other documentation as may reasonably be requested by such Participant.

(f) The obligations of the Participants to make payments to each Issuing Lender with respect to Letters

of Credit shall be irrevocable and not subject to any qualification or exception whatsoever and shall be made in accordance with the terms and conditions of this Agreement under all circumstances, including any of the following circumstances:

(i) any lack of validity or enforceability of this Agreement or any of the other Credit Documents;

(ii) the existence of any claim, setoff, defense or other right which any Holding Company or any of their respective Subsidiaries may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), the Administrative Agent, any Participant, or any other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between any Holding Company or any Subsidiary of any Holding Company and the beneficiary named in any such Letter of Credit);

(iii) any draft, certificate or any other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(iv) the surrender or impairment of any security for the performance or observance of any of the terms of any of the Credit Documents; or

(v) the occurrence of any Default or Event of Default.

3.05. Agreement to Repay Letter of Credit Drawings. (a) Each Borrower hereby jointly and severally agrees to reimburse each Issuing Lender, by making payment to the Administrative Agent in Dollars in immediately available funds at the Payment Office, for any payment or disbursement made by such Issuing Lender under any Letter of Credit issued by it (each such amount, so paid until reimbursed by the respective Borrower, an "Unpaid Drawing"), not later than one Business Day following receipt by the respective Borrower of notice of such payment or disbursement (provided that no such notice shall be required to be given if a Default or an Event of Default under Section 11.05 shall have occurred and be continuing, in which case the Unpaid Drawing shall be due and payable immediately without presentment, demand, protest or notice of any kind (all of which are hereby waived by the Borrowers)), with interest on the amount so paid or disbursed by such Issuing Lender, to the extent not reimbursed prior to 12:00 Noon (New York City time) on the date of such payment or disbursement from and including the date paid or disbursed to but excluding the date such Issuing Lender was reimbursed by the respective Borrower therefor at a rate per annum equal to the Base Rate as in effect from time to time plus the Applicable Margin as in effect from time to time for Loans that are maintained as Base Rate Loans; provided, however, to the extent such amounts are not reimbursed prior to 12:00 Noon (New York City time) on the third Business Day following the receipt by the respective Borrower of notice of such payment or disbursement or following the occurrence of a Default or an Event of Default under Section 11.05, interest shall thereafter accrue on the amounts so paid or disbursed by such Issuing Lender (and until reimbursed by the Borrowers) at a rate per annum equal to the Base Rate as in effect from time to time plus the Applicable Margin for Loans that are maintained as Base Rate Loans as in effect from time to time plus 2%, with such interest to be payable on demand. Each Issuing Lender shall give the respective Borrower prompt written notice of each Drawing under any Letter of Credit issued by it; provided that the failure to give any such notice shall in no way affect, impair or diminish the Borrowers' obligations hereunder.

(b) The joint and several obligations of the Borrowers under this Section 3.05 to reimburse each Issuing Lender with respect to drafts, demands and other presentations for payment under Letters of Credit issued by it (each, a "Drawing") (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which any Holding Company or any Subsidiary of any Holding Company may have or have had against any Lender (including in its capacity as an Issuing Lender or as a Participant), including any defense based upon the failure of any drawing under a Letter of Credit to conform to the terms of the Letter of Credit or any nonapplication or misapplication by the beneficiary of the proceeds of such Drawing; provided, however, that no Borrower shall be obligated to reimburse any Issuing Lender for any wrongful payment made by such Issuing Lender under a Letter of Credit issued by it as a result of acts or omissions constituting willful misconduct or gross negligence on the part of such Issuing Lender (as determined by a court of competent jurisdiction in a final and non-appealable decision).

3.06. Increased Costs. If at any time after the Effective Date, the introduction of or any change in any applicable law, rule, regulation, order, guideline or request or in the interpretation or administration thereof by the NAIC or any Governmental Authority charged with the interpretation or administration thereof, or compliance by any Issuing Lender or any Participant with any request or directive by the NAIC or by any such Governmental Authority (whether or not having the force of law), shall either (a) impose, modify or make applicable any reserve, deposit, capital adequacy or similar requirement against letters of credit issued by any Issuing Lender or participated in by any Participant, or (b) impose on any Issuing Lender or any Participant any other conditions relating, directly or indirectly, to this Agreement or any Letter of Credit; and the result of any of the foregoing is to increase the cost to any Issuing Lender or any Participant of issuing, maintaining or participating

in any Letter of Credit, or reduce the amount of any sum received or receivable by any Issuing Lender or any Participant hereunder or reduce the rate of return on its capital with respect to Letters of Credit (but excluding, for these purposes, any Taxes payable or subject to indemnification or reimbursement under Section 5.04 and the imposition of or a change in the rate of Excluded Taxes), then, upon the delivery of the certificate referred to below to the Company by any Issuing Lender or any Participant (a copy of which certificate shall be sent by such Issuing Lender or such Participant to the Administrative Agent), the Borrowers jointly and severally agree to pay to such Issuing Lender or such Participant such additional amount or amounts as will compensate such Issuing Lender or such Participant for such increased cost or reduction in the amount receivable or reduction on the rate of return on its capital. Any Issuing Lender or any Participant, upon determining that any additional amounts will be payable to it pursuant to this Section 3.06, will give prompt written notice thereof to the Company, which notice shall include a certificate submitted to the Company by such Issuing Lender or such Participant (a copy of which certificate shall be sent by such Issuing Lender or such Participant to the Administrative Agent), setting forth in reasonable detail the basis for the calculation of such additional amount or amounts necessary to compensate such Issuing Lender or such Participant. The certificate required to be delivered pursuant to this Section 3.06 shall, absent manifest error, be final and conclusive and binding on the Borrowers.

3.07. Extended Commitments. If the Initial Revolving Commitment Termination Date shall have occurred at a time when Extended Revolving Loan Commitments are in effect, then such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Lenders to purchase participations therein and to make payments in respect thereof pursuant to Sections 3.04 and 3.05) under (and ratably participated in by Lenders under the applicable tranche pursuant to) the Extended Revolving Loan Commitments up to an aggregate amount not to exceed the aggregate principal amount of the unutilized Extended Revolving Loan Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be so reallocated). Except to the extent of reallocations of participations pursuant to the prior sentence, the occurrence of the Initial Revolving Commitment Termination Date shall have no effect upon (and shall not diminish) the percentage participations of the Lenders in any Letter of Credit issued before the Initial Revolving Commitment Termination Date.

SECTION 4. Commitment Commission; Fees; Reductions of Commitment.

4.01. Fees. (a) The Borrowers jointly and severally agree to pay to the Administrative Agent for distribution to each Non-Defaulting Lender a commitment commission (the "Commitment Commission") for the period from and including the Effective Date to and including the Revolving Commitment Termination Date (or such earlier date on which the Total Revolving Loan Commitment has been terminated) computed at a rate per annum equal to the Applicable Commitment Commission Percentage of the Unutilized Revolving Loan Commitment of such Non-Defaulting Lender as in effect from time to time. Accrued Commitment Commission shall be due and payable monthly in arrears on each Monthly Payment Date and on the date upon which the Total Revolving Loan Commitment is terminated.

(b) The Borrowers jointly and severally agree to pay to the Administrative Agent for distribution to each Lender (based on each such Lender's respective RL Percentage) a fee in respect of each Letter of Credit (the "Letter of Credit Fee") for the period from and including the date of issuance of such Letter of Credit to and including the date of termination or expiration of such Letter of Credit, computed at a rate per annum equal to the Applicable Margin as in effect from time to time during such period with respect to Revolving Loans that are maintained as LIBOR Loans on the daily Stated Amount of each such Letter of Credit. Accrued Letter of Credit Fees shall be due and payable quarterly in arrears on each Quarterly Payment Date and on the first day on or after the termination of the Total Revolving Loan Commitment upon which no Letters of Credit remain outstanding.

(c) The Borrowers jointly and severally agree to pay to each Issuing Lender, for its own account, a facing fee in respect of each Letter of Credit issued by it (the "Facing Fee") for the period from and including the date of issuance of such Letter of Credit to and including the date of termination or expiration of such Letter of Credit, computed at a rate per annum equal to 1/8 of 1% on the daily Stated Amount of such Letter of Credit. Accrued Facing Fees shall be due and payable quarterly in arrears on each Quarterly Payment Date and upon the first day on or after the termination of the Total Revolving Loan Commitment, upon which no Letters of Credit remain outstanding.

(d) The Borrowers jointly and severally agree to pay to each Issuing Lender, for its own account, upon each payment under, issuance of, or amendment to, any Letter of Credit issued by it, such amount as shall at the time of such event be the administrative charge and the reasonable expenses which such Issuing Lender is generally imposing in connection with such occurrence with respect to letters of credit.

(e) The Borrowers jointly and severally agree to pay to the Administrative Agent such fees as may have been, or are hereafter, agreed to in writing from time to time by any Holding Company or any of their respective Subsidiaries and the Administrative Agent.

4.02. Voluntary Termination of Unutilized Commitments. (a) Upon at least three Business Day's prior written notice to the Administrative Agent at the Notice Office (which notice the Administrative Agent shall promptly transmit to each of the Lenders), the Company shall have the right, at any time or from time to time, without premium or penalty to terminate the Total Unutilized Revolving Loan Commitment in whole, or reduce it in part, pursuant to this Section 4.02(a), in an integral multiple of $1,000,000 in the case of partial reductions to the Total Unutilized Revolving Loan Commitment; provided that (i) each such reduction shall apply proportionately to permanently reduce the Revolving Loan Commitment of each Lender and (ii) after giving effect to such termination (x) the aggregate amount of the Letter of Credit Outstandings shall not exceed the Maximum Letter of Credit Amount and (y) the aggregate principal amount of Swingline Loans then outstanding shall not exceed the Maximum Swingline Amount.

(b) In the event of certain refusals by a Lender to consent to certain proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders as (and to the extent) provided in Section 13.12(b), the Company shall have the right, subject to obtaining the consents required by Section 13.12(b), upon five Business Days' prior written notice to the Administrative Agent at the Notice Office (which notice the Administrative Agent shall promptly transmit to each of the Lenders), to terminate the entire Revolving Loan Commitment of such Lender, so long as all Loans, together with accrued and unpaid interest, Fees and all other amounts, owing to such Lender (including all amounts, if any, owing pursuant to Section 2.11) are repaid concurrently with the effectiveness of such termination (at which time Schedule 1.01(a) shall be deemed modified to reflect such changed amounts) and such Lender's RL Percentage of all outstanding Letters of Credit is cash collateralized in a manner satisfactory to the Administrative Agent and the respective Issuing Lenders, and at such time such Lender shall no longer constitute a "Lender" for purposes of this Agreement, except with respect to indemnifications under this Agreement (including Sections 2.10, 2.11, 3.06, 5.04, 12.06, 13.01 and 13.06), which shall survive as to such repaid Lender.

4.03. Mandatory Reduction of Commitments. The Total Revolving Loan Commitment (and the Revolving Loan Commitment of each Lender) shall terminate in its entirety upon the Revolving Commitment Termination Date.

SECTION 5. Prepayments; Payments; Taxes.

5.01. Voluntary Prepayments. (a) Each Borrower shall have the right to prepay the Loans, without premium or penalty, in whole or in part at any time and from time to time on the following terms and conditions: (i) such Borrower shall give the Administrative Agent prior to 12:00 Noon (New York City time) (or 11:00 A.M. (New York City time) in the case of succeeding clause (A)) at the Notice Office (A) same day written notice (or telephonic notice promptly confirmed in writing) of its intent to prepay Base Rate Loans and (B) at least three Business Days' prior written notice (or telephonic notice promptly confirmed in writing) of its intent to prepay LIBOR Loans, which notice (in each case) shall specify whether Revolving Loans or Swingline Loans shall be prepaid, the amount of such prepayment and the Types of Loans to be prepaid and, in the case of LIBOR Loans, the specific Borrowing or Borrowings pursuant to which such LIBOR Loans were made, and which notice the Administrative Agent shall, except in the case of a prepayment of Swingline Loans, promptly transmit to each of the Lenders; (ii) (x) each partial prepayment of Revolving Loans pursuant to this Section 5.01(a) shall be in an aggregate principal amount of at least $250,000 (or such lesser amount as is acceptable to the Administrative Agent) and (y) each partial prepayment of Swingline Loans pursuant to this Section 5.01(a) shall be in an aggregate principal amount of at least $100,000 (or such lesser amount as is acceptable to the Administrative Agent in any given case); provided that if any partial prepayment of LIBOR Loans made pursuant to any Borrowing shall reduce the outstanding principal amount of LIBOR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount applicable thereto, then such Borrowing may not be continued as a Borrowing of LIBOR Loans (and same shall automatically be converted into a Borrowing of Base Rate Loans) and any election of an Interest Period with respect thereto given by such Borrower shall have no force or effect; and (iii) each prepayment pursuant to this Section 5.01(a) in respect of any Revolving Loans made pursuant to a Borrowing shall be applied pro rata among such Revolving Loans; provided that at such Borrower's election in connection with any prepayment of Revolving Loans pursuant to this Section 5.01(a), such prepayment shall not, so long as no Default or Event of Default then exists, be applied to any Revolving Loan of a Defaulting Lender (it being understood and agreed that, if at any time thereafter any such Defaulting Lender ceases to be a Defaulting Lender under this Agreement, each Borrower shall, in coordination with the Administrative Agent, repay outstanding Revolving Loans of certain of the Lenders, and incur additional Revolving Loans from certain other Lenders, in each case to the extent necessary so that all of the Lenders participate in each outstanding Borrowing of Revolving Loans pro rata on the basis of their respective Revolving Loan Commitments and with the Borrowers being obligated to pay to the respective Lenders any costs of the type referred to in Section 2.11 in connection with any such repayment and/or Borrowing).

(b) In the event of certain refusals by a Lender to consent to certain proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders as (and to the extent) provided in Section 13.12(b), the Borrowers may, upon five Business Days' prior written notice to the Administrative Agent at the Notice Office (which notice the Administrative Agent shall promptly transmit to each of the Lenders), repay all Revolving Loans of such Lender, together with accrued and unpaid interest, Fees and all other amounts then owing to such Lender (including all amounts, if any, owing pursuant to Section 2.11) in accordance with, and subject to the requirements of, Section 13.12(b), so long as (i) (A) the Revolving Loan Commitment of such Lender is terminated concurrently with such

repayment pursuant to Section 4.02(b) (at which time Schedule 1.01(a) shall be deemed modified to reflect the changed Revolving Loan Commitments) and (B) such Lender's RL Percentage of all outstanding Letters of Credit is cash collateralized in a manner satisfactory to the Administrative Agent and the respective Issuing Lenders and (ii) the consents, if any, required by Section 13.12(b) in connection with the repayment pursuant to this clause (b) shall have been obtained.

5.02. Mandatory Repayments; Cash Collateralization. (a) (i) On any day on which the Aggregate Exposure exceeds (A) 100% (or, during an Agent Advance Period, 105%) of the Borrowing Base at such time and/or (B) the Total Revolving Loan Commitment at such time, then in each case, the Borrowers jointly and severally shall repay on such day the principal of Swingline Loans and, after all Swingline Loans have been repaid in full or if no Swingline Loans are outstanding, Revolving Loans in an amount equal to such excess. If, after giving effect to the repayment of all outstanding Swingline Loans and Revolving Loans, the aggregate amount of the Letter of Credit Outstandings exceeds (A) the Borrowing Base at such time and/or (B) the Total Revolving Loan Commitment at such time, then in each case, the Borrowers jointly and severally shall pay to the Administrative Agent at the Payment Office on such day an amount of cash and/or Cash Equivalents equal to the amount of such excess (up to a maximum amount equal to the Letter of Credit Outstandings at such time), such cash and/or Cash Equivalents to be held as security for all Obligations of the Borrowers to each applicable Issuing Lender and the Lenders hereunder in a cash collateral account to be established by, and under the sole dominion and control of, the Administrative Agent.

(ii) On any day on which either (x) the aggregate amount of the Letter of Credit Outstandings exceeds the Maximum Letter of Credit Amount or (y) the aggregate amount of Letter of Credit Outstandings in respect of Letters of Credit issued by a particular Issuing Lender exceeds the Issuing Lender Sublimit for such Issuing Lender, the Borrowers jointly and severally shall pay to the Administrative Agent at the Payment Office on such day an amount of cash and/or Cash Equivalents equal to the amount of either such excess, such cash and/or Cash Equivalents to be held as security for all Obligations of the Borrowers to each applicable Issuing Lender and the Lenders hereunder in a cash collateral account to be established by, and under the sole dominion and control of, the Administrative Agent.

(iii) On any day on which the aggregate principal amount of Swingline Loans then outstanding exceeds the Maximum Swingline Amount, the Borrowers jointly and severally shall repay on such day the principal of Swingline Loans in an amount equal to such excess.

(b) In addition to any other mandatory repayments pursuant to this Section 5.02, on each date on or after the Effective Date upon which any Holding Company or any of its Subsidiaries receives any cash proceeds from any Asset Sale of ABL Priority Collateral (other than Assets Sales or series of related Asset Sales where the Net Sale Proceeds therefrom do not exceed $2,500,000 in any Fiscal Year), an amount equal to 100% of the Net Sale Proceeds therefrom shall be applied within three Business Days of receipt thereof as a mandatory repayment in accordance with the requirements of Sections 5.02(d) and (e).

(c) In addition to any other mandatory repayments pursuant to this Section 5.02, on each date on or after the Effective Date upon which any Holding Company or any of its Subsidiaries receives any cash proceeds from any Recovery Event in respect of ABL Priority Collateral (other than Recovery Events where the Net Insurance Proceeds therefrom do not exceed $2,500,000 in any Fiscal Year), an amount equal to 100% of the Net Insurance Proceeds from such Recovery Event shall be applied within three Business Days of receipt thereof as a mandatory repayment in accordance with the requirements of Sections 5.02(d) and (e).

(d) Each amount required to be applied pursuant to Sections 5.02 (b) and (c) in accordance with this Section 5.02(d) shall be applied (i) first, to repay the outstanding principal amount of Swingline Loans without any reduction in the Total Revolving Loan Commitment, (ii) second, if no Swingline Loans are or remain outstanding, to repay the outstanding principal amount of Revolving Loans without any reduction in the Total Revolving Loan Commitment and (iii) third, if no Swingline Loans or Revolving Loans are or remain outstanding and a Default or an Event of Default then exists, to cash collateralize Letters of Credit (such cash collateral to be held by the Administrative Agent in a cash collateral account to be established by, and under the sole dominion and control of, the Administrative Agent and applied to the Obligations of the applicable Borrowers to the Issuing Lenders and/or Lenders in respect of any Drawings made under any such Letters of Credit).

(e) With respect to each repayment of Loans required by this Section 5.02, the Borrowers may designate the Types of Loans which are to be repaid and, in the case of LIBOR Loans, the specific Borrowing or Borrowings pursuant to which such LIBOR Loans were made; provided that: (i) repayments of LIBOR Loans pursuant to this Section 5.02 made on a day other than the last day of an Interest Period applicable thereto shall be subject to Section 2.11; (ii) if any repayment of LIBOR Loans made

pursuant to a single Borrowing shall reduce the outstanding LIBOR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount applicable thereto, such Borrowing shall be automatically converted into a Borrowing of Base Rate Loans; and (iii) each repayment of any Revolving Loans made pursuant to a Borrowing shall be applied pro rata among the Lenders holding such Revolving Loans. In the absence of a designation by a Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its sole discretion.

(f) In addition to any other mandatory repayments pursuant to this Section 5.02, (i) all then outstanding Swingline Loans shall be repaid in full on the earlier of (x) the tenth Business Day following the date the incurrence of such Swingline Loans and (y) Swingline Expiry Date, and (ii) all then outstanding Revolving Loans shall be repaid in full on the Revolving Commitment Termination Date.

(g) If any Lender becomes a Defaulting Lender at any time that any Letter of Credit issued by any Issuing Lender is outstanding, the Borrower shall enter into the applicable Letter of Credit Back Stop Arrangements with such Issuing Lender no later than 10 Business Days after the date such Lender becomes a Defaulting Lender.

5.03. Method and Place of Payment. (a) Except as otherwise specifically provided herein, all payments under this Agreement and under any Note shall be made to the Administrative Agent for the account of the Lender or Lenders entitled thereto not later than 12:00 Noon (New York City time) on the date when due and shall be made in Dollars in immediately available funds at the Payment Office. Whenever any payment to be made hereunder or under any Note shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension.

(b) Each Borrower and each Guarantor shall, along with the Collateral Agent and certain financial institutions with which the Borrowers and Guarantors maintain Deposit Accounts (the "Collection Banks"), enter into on or prior to the 90th day following the Effective Date (as such date may be extended from time to time by the Administrative Agent in its sole discretion) and thereafter maintain separate Cash Management Control Agreements with respect to all Deposit Accounts (other than Excluded Accounts). Each Credit Party shall instruct all Account Debtors of the Credit Parties to remit all payments to the applicable "P.O. Boxes" or "Lockbox Addresses" of the applicable Collection Bank (or to remit such payments to the applicable Collection Bank by electronic settlement) with respect to all Accounts of such Account Debtor, which remittances shall be collected by the applicable Collection Bank and deposited in the applicable Collection Account. All amounts received by any Credit Party and any Collection Bank in respect of any Account, in addition to all other cash received from any other source, shall upon receipt be deposited into a Collection Account or directly into a Concentration Account or, to the extent permitted hereunder in the case of amounts not constituting payments in respect of Accounts of a Credit Party, an Excluded Account. Each Credit Party shall, along with the Collateral Agent and each of those banks or other Persons in which any other Deposit Accounts (other than Excluded Accounts) and Securities Accounts (other than Excluded Accounts) are maintained, enter into on or prior to the 90th day following the Effective Date (as such date may be extended from time to time by the Administrative Agent in its sole discretion) and thereafter maintain separate Cash Management Control Agreements.

(c) All amounts held in all of the Collection Accounts and Disbursement Accounts (but not Excluded Accounts) with respect to each Credit Party shall be wired by the close of business on each Business Day into one or more concentration accounts (each, a "Concentration Account") with the Collateral Agent, one or more Lenders and/or one or more other institutions reasonably acceptable to the Administrative Agent (it being understood that any institution with which the Company or any other Credit Party maintains a Deposit Account as of the Effective Date shall be reasonably satisfactory to the Administrative Agent) unless such amounts are otherwise required or permitted to be applied pursuant to Section 5.02. All of the Collection Accounts and Disbursement Accounts (other than an Excluded Account) shall be "zero" balance accounts. So long as no Dominion Period then exists, the Borrowers and the Subsidiary Guarantors shall be permitted to transfer cash from the Concentration Accounts to the Disbursement Accounts to be used for working capital and general corporate purposes, all subject to the requirements of this Section 5.03(c) and pursuant to procedures and arrangements to be determined by the Administrative Agent. If a Dominion Period exists, all collected amounts held in the Concentration Accounts shall be applied as provided in Section 5.03(d).

(d) Each Cash Management Control Agreement relating to a Concentration Account and each Securities Account shall (unless otherwise agreed by the Administrative Agent in its reasonable discretion) include provisions that allow, during any Dominion Period, for all collected and other amounts held in such Concentration Account and such Securities Account from and after the date requested by the Administrative Agent, to be sent by ACH or wire transfer or similar electronic transfer no less frequently than once per Business Day to one or more accounts maintained with the Administrative Agent (each, a "DB Account"). Subject to the terms of the respective Security Document, all amounts received in a DB Account shall be applied (and allocated) by the Administrative Agent on a daily basis in the following order (in each case, to the extent the Administrative Agent has actual knowledge of the amounts owing or outstanding as described below and after giving effect to the application of any such amounts otherwise required to be applied pursuant to Section 5.02(b) or (c) constituting proceeds from any Collateral otherwise required to be applied pursuant to the terms of the respective Security Document): (i) first, to the payment (on a ratable basis) of any outstanding Expenses actually due and payable to the Administrative Agent, the Collateral Agent or any Co-ABL Collateral Agent under any of the Credit Documents and to repay

or prepay outstanding Loans advanced by the Administrative Agent on behalf of the Lenders pursuant to Sections 2.01(e) and 2.04(b); (ii) second, to the extent all amounts referred to in preceding clause (i) have been paid in full, to pay (on a ratable basis) all outstanding Expenses actually due and payable to each Issuing Lender under any of the Credit Documents and to repay all outstanding Unpaid Drawings and all interest thereon; (iii) third, to the extent all amounts referred to in preceding clauses (i) and (ii) have been paid in full, to pay (on a ratable basis) all accrued and unpaid interest actually due and payable on the Loans and all accrued and unpaid Fees actually due and payable to the Administrative Agent, the Issuing Lenders and the Lenders under any of the Credit Documents; (iv) fourth, to the extent all amounts referred to in preceding clauses (i) through (iii), inclusive, have been paid in full, to repay (on a ratable basis) the outstanding principal of Revolving Loans (whether or not then due and payable); and (v) fifth, to the extent all amounts referred to in preceding clauses (i) through (iv), inclusive, have been paid in full, to pay (on a ratable basis) all other outstanding Obligations then due and payable to the Administrative Agent, the Collateral Agent, the Co-ABL Collateral Agents and the Lenders under any of the Credit Documents.

(e) Without limiting the provisions set forth in Section 13.15, the Administrative Agent shall maintain accounts on its books in the name of each Borrower (collectively, the "Credit Account") in which each Borrower will be charged with all loans and advances made by the Lenders to the respective Borrower for the respective Borrower's account, including the Loans, the Letter of Credit Outstandings, and the Fees, Expenses and any other Obligations relating thereto. Each Borrower will be credited, in accordance with this Section 5.03, with all amounts received by the Lenders from such Borrower or from others for its account, including, as set forth above, all amounts received by the Administrative Agent and applied to the Obligations. In no event shall prior recourse to any Accounts or other Collateral be a prerequisite to the Administrative Agent's right to demand payment of any Obligation upon its maturity. Further, the Administrative Agent shall have no obligation whatsoever to perform in any respect any of the Borrowers' or the Subsidiary Guarantors' contracts or obligations relating to the Accounts.

5.04. Net Payments. (a) All payments made by the Borrowers hereunder and under any Note will be made without setoff, counterclaim or other defense. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding, (i) any tax imposed on or measured by the net income or net profits of a Lender or Issuing Lender pursuant to the laws of the jurisdiction in which it is organized or the jurisdiction in which the principal office or applicable lending office of such Lender or such Issuing Lender is located or any subdivision thereof or therein, (ii) any United States federal withholding tax imposed under FATCA, (iii) any branch profits tax imposed by the United States or any comparable tax imposed by any foreign jurisdiction, and (iv) in the case of a Foreign Lender (as defined in Section 5.04(b)), any tax imposed, deducted or withheld on or from any payments made by the Borrowers hereunder and under any Note that are attributable to such Foreign Lender's failure, inability or ineligibility at any time during which such Foreign Lender is a party to this Agreement to deliver the Internal Revenue Service forms described in Section 5.04(b) and the Section 5.04(b)(ii) Certificate (as applicable), except to the extent such failure, inability or ineligibility is due to a Change in Tax Law occurring after the date on which such Foreign Lender became a party to this Agreement (except, in the case of an assignment, to the extent that such Foreign Lender's assignor was entitled, at the time of such assignment, to receive additional payments from a Borrower with respect to such tax) (all such excluded taxes being referred to collectively as "Excluded Taxes"), and all interest, penalties or similar liabilities with respect to such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges (all such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges being referred to collectively as "Taxes"), unless such withholding or deduction is required by applicable law. If any Taxes are so levied or imposed, the Borrowers jointly and severally agree to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement or under any Note, will not be less than the amount provided for herein or in such Note after withholding or deduction for or on account of any such Taxes The Borrowers will furnish to the Administrative Agent within 45 days after the date the payment of any Taxes is due pursuant to applicable law certified copies of tax receipts evidencing such payment by such Borrowers. The Borrowers jointly and severally agree to indemnify and hold harmless each Lender and each Issuing Lender and reimburse such Lender and such Issuing Lender upon its written request, for the amount of any Taxes so levied or imposed and paid by such Lender or such Issuing Lender, within 15 days of receipt of such written request.

(b) Each Lender and each Issuing Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) (a "Foreign Lender") agrees to deliver to the Company and the Administrative Agent on or prior to the date such Foreign Lender becomes a party to this Agreement, when a lapse in time or change in circumstances renders the previous certification obsolete or inaccurate in any material respect, and upon the request of a Borrower or the Administrative Agent, whichever of the following is applicable: (i) two accurate and complete original signed copies of Internal Revenue Service Form W-8ECI or Form W-8BEN (with respect to a complete exemption under an income tax treaty) (or successor forms) certifying to such Lender's or such Issuing Lender's entitlement as of such date to a complete exemption from United States withholding tax with respect to payments to be made under this Agreement and under any Note, or (ii) if the Lender or Issuing Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code and cannot deliver either Internal Revenue Service Form W-8ECI or Form W-8BEN (with respect to a complete exemption under an income tax treaty)

(or any successor forms) pursuant to clause (i) above, (x) a certificate substantially in the form of Exhibit D (any such certificate, a "Section 5.04(b)(ii) Certificate") and (y) two accurate and complete original signed copies of Internal Revenue Service Form W-8BEN (with respect to the portfolio interest exemption) (or successor form) certifying to such Lender's or such Issuing Lender's entitlement as of such date to a complete exemption from United States withholding tax with respect to payments of interest to be made under this Agreement and under any Note. In addition, each Foreign Lender shall, in the case of any payment made after December 31, 2012 in respect of any Loan, Letters of Credit, Note or Obligation that was not treated as outstanding for purposes of FATCA on March 18, 2012, provide any forms, documentation, or other information as shall be prescribed by the IRS to demonstrate that the relevant Lender or Issuing Lender has complied with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), so that such payments made to such Lender or such Issuing Lender hereunder would not be subject to U.S. federal withholding taxes imposed by FACTA. Each Lender or Issuing Lender that is a United States person (as defined in Section 7701(a)(30) of the Code) shall deliver to the Company and the Administrative Agent on or before the date on which it becomes a party to this Agreement two accurate and complete original signed copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender or Issuing Lender is exempt from U.S. federal backup withholding.

(c) If any Borrower pays any additional amounts or makes any indemnity payments pursuant to this Section 5.04 with respect to the Administrative Agent, any Lender or any Issuing Lender and the Administrative Agent, such Lender or such Issuing Lender, as the case may be, determines in its sole discretion that it has actually received in connection therewith any refund of its Tax liabilities in or with respect to the taxable year in which the additional amount is paid (a "Tax Benefit"), the Administrative Agent, such Lender or such Issuing Lender shall pay to such Borrower an amount that the Administrative Agent, such Lender or such Issuing Lender shall determine, in its sole discretion, is equal to the net benefit, after tax, which was obtained by the Administrative Agent, such Lender or such Issuing Lender in such year as a consequence of such Tax Benefit; provided, however, that (i) the Administrative Agent, such Lender or such Issuing Lender may determine, in its sole discretion consistent with its policies, whether to seek a Tax Benefit; (ii) any Taxes that are imposed on the Administrative Agent, such Lender or such Issuing Lender as a result of a disallowance or reduction of any Tax Benefit with respect to which the Administrative Agent, such Lender or such Issuing Lender has made a payment to such Borrower pursuant to this Section 5.04(c) shall be treated as a Tax for which such Borrower is obligated to indemnify the Administrative Agent, such Lender or such Issuing Lender pursuant to this Section 5.04 without any exclusions or defenses; (iii) nothing in this Section 5.04(c) shall require the Administrative Agent, such Lender or such Issuing Lender to disclose any confidential information to such Borrower (including its tax returns); and (iv) the Administrative Agent, such Lender or such Issuing Lender shall not be required to pay any amounts pursuant to this Section 5.04(c) at any time which an Event of Default exists or any Default under Section 11.01 or 11.05 exists.

SECTION 6. Conditions Precedent to Credit Events on the Effective Date. The occurrence of the Effective Date and the obligation of each Lender to make Loans, and the obligation of each Issuing Lender to issue Letters of Credit, on the Effective Date, are subject to the satisfaction of the following conditions:

6.01. Effective Date; Notes. On or prior to the Effective Date, (a) this Agreement shall have been executed and delivered as provided in Section 13.10 and (b) there shall have been delivered to the Administrative Agent for the account of each of the Lenders that has requested same the appropriate Revolving Notes executed by the Borrowers and if requested by the Swingline Lender, the appropriate Swingline Notes executed by the Borrowers, in each case, in the amount, maturity and as otherwise provided herein.

6.02. Officer's Certificate. On the Effective Date, the Administrative Agent shall have received a certificate, dated the Effective Date and signed on behalf of the Company by an Authorized Officer of the Company, certifying on behalf of the Company that all of the conditions in Sections 6.06 through 6.08, inclusive, and 7.01 have been satisfied on such date.

6.03. Opinions of Counsel. On the Effective Date, the Administrative Agent shall have received (a) from Fried, Frank, Harris, Shriver & Jacobson LLP, special counsel to the Credit Parties, an opinion, in form and substance reasonably satisfactory to the Administrative Agent, addressed to the Administrative Agent, the Collateral Agent and each of the Lenders and dated the Effective Date covering such matters incident to the transactions contemplated herein as the Administrative Agent may reasonably request, (b) from McCarthy Tetrault LLP, Canadian counsel to the Credit Parties, an opinion, in form and substance reasonably satisfactory to the Administrative Agent, addressed to the Administrative Agent, the Collateral Agent and each of the Lenders and dated the Effective Date covering such matters incident to the transactions contemplated herein as the Administrative Agent may reasonably request and (c) without duplication, from such local counsel, reasonably satisfactory to the Administrative Agent, in each jurisdiction where a Credit Party is "located" for purposes of Section 9-307 of the UCC and/or organized, in each case, an opinion in form and substance reasonably satisfactory to the Administrative Agent addressed to the Administrative Agent, the Collateral Agent and each of the Lenders and dated the Effective Date covering such matters incident to the transactions contemplated herein as the Administrative Agent may reasonably request.

6.04. Company Documents; Proceedings; etc. (a) On the Effective Date, the Administrative Agent shall have received a certificate from each Credit Party, dated the Effective Date, signed by the chairman of the board, the chief executive officer, the chief financial officer, the president or any vice president of such Credit Party, and attested to by the secretary or any assistant secretary of such Credit Party, in the form of Exhibit F with appropriate insertions, together with copies of the certificate or articles of incorporation and by-laws (or other equivalent organizational documents), as applicable, of such Credit Party and the resolutions of such Credit Party referred to in such certificate, and each of the foregoing shall be in form and substance reasonably acceptable to the Administrative Agent.

(b) On the Effective Date, the Administrative Agent shall have received all information and copies of all documents and papers, including board (or equivalent) resolutions, governmental approvals, good standing certificates and bring-down telegrams or facsimiles, if any, which the Administrative Agent reasonably may have requested in connection therewith, such documents and papers where appropriate to be certified by proper Business or Governmental Authorities.

6.05. Shareholders' Agreements; Management Agreements; Tax Sharing Agreements; Existing Indebtedness Agreements. On or prior to the Effective Date, there shall have been delivered to the Administrative Agent true and correct copies of the following documents, certified as such by an Authorized Officer of the Company:

(a) all agreements entered into by any Holding Company or any of their respective Subsidiaries governing the terms and relative rights of its equity interests and any agreements entered into by its shareholders relating to any such entity with respect to its equity interests (collectively, the "Shareholders' Agreements");

(b) all material agreements with members of, or with respect to, the management of any Holding Company or any of their respective Subsidiaries (other than employment agreements) (collectively, the "Management Agreements");

(c) all tax sharing, tax allocation and other similar agreements (if any) entered into by any Holding Company or any of their respective Subsidiaries (collectively, the "Tax Sharing Agreements"); and

(d) all agreements evidencing or relating to Existing Indebtedness in excess of $25,000,000 (other than (i) agreements relating to Capitalized Lease Obligations, purchase money Indebtedness and intercompany Indebtedness, (ii) the First Lien Notes Documents and (iii) the Second Lien Notes Documents) (the "Existing Indebtedness Agreements").

6.06. Consummation of the Refinancing. (a) On or prior to the Effective Date, all Indebtedness and other obligations in respect of the Existing Credit Agreement shall have been repaid in full, together with all fees and other amounts owing thereon, all commitments thereunder shall have been terminated and all letters of credit issued pursuant thereto shall have been terminated (or, to the extent provided herein, incorporated as an Existing Letter of Credit hereunder).

(b) On the Effective Date, all security interests in respect of, and Liens securing, the Existing Credit Agreement created pursuant to the security documentation relating thereto shall have been terminated and released in respect of the Existing Credit Agreement, and the Administrative Agent shall have received all such releases as may have been requested by the Administrative Agent, which releases shall be in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received evidence in form, scope and substance reasonably satisfactory to it that the matters set forth in this Section 6.06 have been satisfied on the Effective Date.

6.07. Material Adverse Change, Approvals. (a) Since December 31, 2009, nothing shall have occurred which has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) On or prior to the Effective Date, all necessary governmental (domestic and foreign) and material third party approvals and/or consents in connection with the Transaction, the other transactions contemplated hereby and the granting of Liens under the Credit Documents shall have been obtained and remain in effect, and all applicable waiting periods with respect thereto shall have expired without any action being taken by any competent authority which restrains, prevents or imposes materially adverse conditions upon the consummation of the Transaction or the other transactions contemplated by the Documents or otherwise referred to herein or therein. On the Effective Date, there shall not exist any judgment, order, injunction or other restraint issued or filed or a hearing seeking injunctive relief or other restraint pending or notified prohibiting or imposing materially adverse conditions upon the Transaction or the other transactions contemplated by the Documents or otherwise referred to herein or therein.

6.08. Litigation. On the Effective Date, there shall be no actions, suits or proceedings pending or threatened (i) with respect to the Transaction, this Agreement or any other Credit Document, or (ii) which has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

6.09. Intercreditor Agreement. On the Effective Date, each Credit Party, the Collateral Agent (for and on behalf of the Secured Parties), the First Lien Notes Agent (for and on behalf of the First Lien Notes Secured Parties) and the Second Lien Notes Agent (for and on behalf of the Second Lien Notes Secured Parties) shall have duly authorized, executed and delivered the Intercreditor Agreement in the form of Exhibit O (as amended, modified, restated and/or supplemented from time to time, the "Intercreditor Agreement"), and the Intercreditor Agreement shall be in full force and effect.

6.10. Pledge and Security Agreement. On the Effective Date, each Credit Party shall have duly authorized, executed and delivered the Pledge and Security Agreement in the form of Exhibit G (as amended, modified, restated and/or supplemented from time to time, the "Pledge and Security Agreement"), together with:

(a) proper financing statements (Form UCC-1 or the equivalent) fully authorized for filing under the UCC, the PPSA or other appropriate filing offices of each jurisdiction as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable, to perfect the security interests purported to be created by the Pledge and Security Agreement;

(b) subject to the Intercreditor Agreement, delivery of (x) all certificates or other instruments (to the extent issuable, including by amending any applicable governing documents, in certificate form) representing all such Equity Interests required to be delivered to the Collateral Agent pursuant to the Pledge and Security Agreement, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank and (y) all promissory notes required to be delivered to the Collateral Agent pursuant to the Pledge and Security Agreement, together with undated instruments of transfer with respect thereto endorsed in blank;

(c) delivery of a completed Collateral Questionnaire dated the Effective Date and executed by an Authorized Officer of each Credit Party, together with all attachments contemplated thereby, including the results of a recent search, by a Person reasonably satisfactory to the Collateral Agent, of all effective UCC and PPSA financing statements (or equivalent filings) made with respect to any personal or mixed property the creation of security interests in which is governed by the UCC or PPSA of any Credit Party or any of their respective Subsidiaries in the jurisdictions specified in the Collateral Questionnaire or, in the case of such Subsidiaries which are not Credit Parties as reasonably determined by the Administrative Agent, together with copies of all such filings disclosed by such search;

(d) evidence of the completion of all other recordings and filings of, or with respect to, the Pledge and Security Agreement as may be necessary to perfect and protect the security interests intended to be created by the Pledge and Security Agreement; and

(e) evidence that all other actions necessary to perfect and protect the security interests purported to be created by the Pledge and Security Agreement have been taken, and the Pledge and Security Agreement shall be in full force and effect.

6.11. First Lien Notes Documents and Second Lien Notes Documents. On or prior to the Effective Date, the Administrative Agent shall have received true and correct copies of all First Lien Notes Documents and Second Lien Notes Documents, in each case certified as such by an Authorized Officer of the Company.

6.12. Financial Statements; Pro Forma Balance Sheet; Projections. On or prior to the Effective Date, the Administrative Agent shall have received true and correct copies of the historical financial statements, the pro forma financial statements and the Projections referred to in Sections 8.05(a) and (d), which historical financial statements, pro forma financial statements and Projections shall be in form and substance reasonably satisfactory to the Administrative Agent.

6.13. Solvency Certificate; Insurance Certificates. On the Effective Date, the Administrative Agent shall have received:

(a) a solvency certificate from the chief financial officer of the Company in the form of Exhibit H; and

(b) certificates of insurance complying with the requirements of Section 9.03 for the business and properties of the Credit Parties, in form and substance reasonably satisfactory to the Administrative Agent and naming the Collateral Agent as an additional insured and/or as loss payee, as applicable, and stating that such insurance shall not be canceled without at least 30 days' prior written notice by the insurer to the Collateral Agent.

6.14. Fees, etc. On the Effective Date, the Borrowers shall have paid to the Administrative Agent, the Lead Arrangers, the Collateral Agent and each Lender all costs, fees and expenses (including reasonable legal fees and expenses) and other compensation contemplated hereby payable to the Administrative Agent, the Lead Arrangers, the Collateral Agent or such Lender to the extent then due.

6.15. Initial Borrowing Base Certificate; Excess Availability. (a) On the Effective Date, the Administrative Agent and the Co-ABL Collateral Agents shall have received the initial Borrowing Base Certificate meeting the requirements of Section 9.01(j).

(b) On the Effective Date and after giving effect to the Transaction (and the Credit Events hereunder on such date), Excess Availability shall equal or exceed $100,000,000 and the Company shall have delivered an officer's certificate from its chief financial officer demonstrating in reasonable detail such Excess Availability.

6.16. Field Examinations; etc. On or prior to the Effective Date, the Company shall have provided to the Administrative Agent and the Co-ABL Collateral Agents a collateral examination of the Accounts and Inventory and related accounts, in each case, in scope, and from a third-party consultant, reasonably satisfactory to the Administrative Agent and the Co-ABL Collateral Agents, and the results of such collateral examination shall be in form and substance reasonably satisfactory to the Administrative Agent and the Co-ABL Collateral Agents.

6.17. PATRIOT Act. On or prior to the Effective Date, the Administrative Agent and the Lenders shall have received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

6.18. Federal Reserve Board. All Loans and all other financings to the Borrowers (and all guaranties thereof and security therefor), as well as the Transaction and the consummation thereof, shall be in compliance with all applicable requirements of law, including Regulations T, U and X of the Federal Reserve Board.

SECTION 7. Conditions Precedent to All Credit Events. The obligation of each Lender to make Loans (including Loans made on the Effective Date), and the obligation of each Issuing Lender to issue Letters of Credit (including Letters of Credit issued on the Effective Date), are subject, at the time of each such Credit Event (except as hereinafter indicated), to the occurrence of the Effective Date and the satisfaction of the following conditions:

7.01. No Default; Representations and Warranties. At the time of each such Credit Event and also after giving effect thereto (a) there shall exist no Default or Event of Default and (b) all representations and warranties contained herein and in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on the date of such Credit Event (it being understood and agreed that (x) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (y) any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on any such date).

7.02. Notice of Borrowing; Letter of Credit Request. (a) Prior to the making of each Loan (other than a Swingline Loan or a Revolving Loan made pursuant to a Mandatory Borrowing), the Administrative Agent shall have received a Notice of Borrowing meeting the requirements of Section 2.03(a). Prior to the making of each Swingline Loan, the Swingline Lender shall have received the notice referred to in Section 2.03(b)(i).

(b) Prior to the issuance of each Letter of Credit, the Administrative Agent and the respective Issuing Lender shall have received a Letter of Credit Request meeting the requirements of Section 3.03(a).

7.03. Borrowing Base Limitations. Notwithstanding anything to the contrary set forth herein (but subject to Section 2.01(e)), it shall be a condition precedent to each Credit Event that after giving effect thereto (and the use of the proceeds thereof):

(i) the Aggregate Exposure would not exceed 100% (or, during an Agent Advance Period 105%) of the Borrowing Base at such time; and

(ii) the Aggregate Exposure at such time would not exceed the Total Revolving Loan Commitment at such time.

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by the Credit Parties to the Administrative Agent and each of the Lenders that all the conditions specified in Section 6 (with respect to the occurrence of the Effective Date and Credit Events on the Effective Date) and in this Section 7 (with respect to the occurrence of the Effective Date and Credit Events on or after the Effective Date) and applicable to the occurrence on the Effective Date and such Credit Event are satisfied as of that time. All of the Notes, certificates, legal opinions and other documents and papers referred to in Section 6 and in this Section 7, unless otherwise specified, shall be delivered to the Administrative Agent at the Notice Office for the account of each of the Lenders and, shall be in form and substance reasonably satisfactory to the Administrative Agent.

SECTION 8. Representations, Warranties and Agreements. In order to induce the Lenders to enter into this Agreement and to make the Loans, and issue (or participate in) the Letters of Credit as provided herein, each Credit Party makes the following representations, warranties and agreements, in each case after giving effect to the Transaction, all of which shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans and the issuance of the Letters of Credit, with the occurrence of the Effective Date and each Credit Event on or after the Effective Date being deemed to constitute a representation and warranty that the matters specified in this Section 8 are true and correct in all material respects on and as of the Effective Date and on the date of each Credit Event (it being understood and agreed that (x) any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date and (y) any representation or warranty that is qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects).

8.01. Company Status. Each of the Holding Companies and each of their respective Subsidiaries (i) is a duly organized and validly existing Business in good standing under the laws of the jurisdiction of its organization, (ii) has the Business power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except, in the case of this clause (iii), for failures to be so qualified or authorized which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

8.02. Power and Authority. Each Credit Party has the Business power and authority to execute, deliver and perform the terms and provisions of each of the Credit Documents to which it is party and has taken all necessary Business action to authorize the execution, delivery and performance by it of each of such Credit Documents. Each Credit Party has duly executed and delivered each of the Credit Documents to which it is party, and each of such Credit Documents constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

8.03. No Violation. Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (i) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Authority, except for contraventions which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (ii) will conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the Security Documents, the First Lien Notes Security Documents and the Second Lien Notes Security Documents) upon any of the property or assets of any Credit Party or any of their respective Subsidiaries pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other agreement, contract or instrument, in each case to which any Credit Party or any of their respective Subsidiaries is a party or by which it or any its property or assets is bound or to which it may be subject including the First Lien Notes Indenture or the Second Lien Notes Indenture, except for conflicts, breaches, defaults or impositions of Liens which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, or (iii) will violate any provision of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or by-laws (or equivalent organizational documents), as applicable, of any Credit Party or any of their respective Subsidiaries.

8.04. Approvals. No material order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except for (x) those that have otherwise been obtained or made on or prior to the Effective Date and which remain in full force and effect on the Effective Date and (y) filings which are necessary to perfect the security interests created or intended to be created under the Security Documents, which filings will be made within ten days following the Effective Date), or exemption by, any Governmental Authority is required to be obtained or made by, or on behalf of, any Credit Party to authorize, or is required to be obtained or made by, or on behalf of, any Credit Party in connection with, (i) the execution, delivery and performance of any Credit Document or (ii) the legality, validity, binding effect or enforceability of any such Credit Document.

8.05. Financial Statements; Financial Condition; Undisclosed Liabilities; Projections. (a) (i) (I) The audited consolidated balance sheet of the Company at December 31, 2009, December 31, 2008 and December 31, 2007 and the related consolidated statements of income and cash flows and changes in shareholders' equity of the Company for the Fiscal Years of December 31, 2009, December 31, 2008 and December 31, 2007 ended on such dates, in each case furnished to the Lenders prior to the Effective Date, present fairly in all material respects the consolidated financial position of the Company at the date of said financial statements and the results for the respective periods covered thereby and (II) the unaudited consolidated balance sheet of the Company at September 30, 2010 and the related consolidated statements of income and cash flows and changes in shareholders' equity of the Company for the nine-month period ended on such date, furnished to the Lenders prior to the Effective Date, present fairly in all material respects the consolidated financial condition of the Company at the date of said financial statements and the results for the period covered thereby, subject to normal year end adjustments. All such financial statements have been prepared in accordance with GAAP consistently applied except to the extent provided in the

notes to said financial statements and subject, in the case of the unaudited financial statements, to normal year-end audit adjustments (all of which are of a recurring nature and none of which, individually or in the aggregate, would be material) and the absence of footnotes.

(ii) The pro forma consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2010 (after giving effect to the Transaction and the financing therefor), a copy of which has been furnished to the Lenders prior to the Effective Date, presents a good faith estimate of the pro forma consolidated financial position of the Company and its Subsidiaries as of such date.

(b) (i) The sum of the fair value of the assets, at a fair valuation, of the Credit Parties (taken as a whole) will exceed its or their respective debts, (ii) the sum of the present fair saleable value of the assets of the Credit Parties (taken as a whole) will exceed its or their respective debts, (iii) the Credit Parties (taken as a whole) have not incurred and do not intend to incur, and do not believe that they will incur, debts beyond their respective ability to pay such debts as such debts mature, and (iv) the Credit Parties (taken as a whole) will have sufficient capital with which to conduct their respective businesses. For purposes of this Section 8.05(b), "debt" means any liability on a claim, and "claim" means (A) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (B) right to an equitable remedy for breach of performance if such breach gives rise to a payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(c) Except as fully disclosed in the financial statements delivered pursuant to Section 8.05(a), there were as of the Effective Date no liabilities or obligations with respect to the Holding Companies or any of their respective Subsidiaries of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether or not due) which, either individually or in the aggregate, could reasonably be expected to be material to the Holding Companies and their respective Subsidiaries taken as a whole. As of the Effective Date, no Credit Party knows of any basis for the assertion against it or any of its Subsidiaries of any liability or obligation of any nature whatsoever that is not fully disclosed in the financial statements delivered pursuant to Section 8.05(a) or referred to in the immediately preceding sentence which, either individually or in the aggregate, could reasonably be expected to be material to the Holding Companies and their respective Subsidiaries taken as a whole.

(d) The Projections delivered to the Administrative Agent and the Lenders prior to the Effective Date have been prepared in good faith and are based on reasonable assumptions, and there are no statements or conclusions in the Projections which are based upon or include information known to any Credit Party to be misleading in any material respect or which fail to take into account material information known to any Credit Party regarding the matters reported therein. On the Effective Date, the Credit Parties believe that the Projections are reasonable and attainable, it being recognized by the Lenders, however, that projections as to future events are not to be viewed as facts and that the actual results during the period or periods covered by the Projections may differ from the projected results included in such Projections and such differences may be material.

(e) After giving effect to the Transaction (but for this purpose assuming that the Transaction and the related financing had occurred prior to December 31, 2009), since December 31, 2009, nothing has occurred that has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

8.06. Litigation. Except as (and to the extent) disclosed in Schedule 8.06, there are no actions, suits or proceedings pending or, to the knowledge of any Credit Party, threatened (i) with respect to the Transaction or any Credit Document or (ii) that has had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

8.07. True and Complete Disclosure. All factual information (taken as a whole) furnished by or on behalf of any Credit Party in writing to the Administrative Agent or any Lender (including all information contained in the Credit Documents) for purposes of or in connection with this Agreement, the other Credit Documents or any transaction contemplated herein or therein is, and all other such factual information (taken as a whole) hereafter furnished by or on behalf of any Credit Party in writing to the Administrative Agent or any Lender will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided, it being understood and agreed that for purposes of this Section 8.07, such factual information shall not include the Projections or any pro forma financial information.

8.08. Use of Proceeds; Margin Regulations. (a) All proceeds of the Loans will be used for Capital Expenditures and the working capital and general corporate purposes of the Company and its Subsidiaries; provided that the proceeds of Swingline Loans shall not be used to refinance then outstanding Swingline Loans.

(b) No part of any Credit Event (or the proceeds thereof) will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying any Margin Stock. Neither the making of any Loan nor the use of the proceeds thereof nor the occurrence of any other Credit Event will violate or be inconsistent with the provisions of Regulation T, U or X.

8.09. Tax Returns and Payments. Except as (and to the extent) set forth on Schedule 8.09, (i) each of the Holding Companies and each of their respective Subsidiaries has timely filed or caused to be timely filed with the appropriate taxing authority all federal and other material returns, statements, forms and reports for taxes (the "Returns") required to be filed by, or with respect to the income, properties or operations of, any Holding Company and/or any of their respective Subsidiaries, (ii) the Returns accurately reflect in all material respects all liability for taxes of the Holding Companies and their respective Subsidiaries, as applicable, for the periods covered thereby, (iii) each of the Holding Companies and each of their respective Subsidiaries has paid or caused to be paid all taxes and assessments payable by it which have become due, other than those that are immaterial or those that are being contested in good faith and adequately disclosed and fully provided for on the financial statements of the Holding Companies and their respective Subsidiaries in accordance with GAAP, and (iv) there is no material action, suit, proceeding, investigation, audit or claim now pending or threatened in writing by any taxing authority regarding any material taxes relating to any Holding Company or any of their respective Subsidiaries. As of the Effective Date, no Credit Party nor any of their respective Subsidiaries has entered into an agreement or waiver or been requested to enter into an agreement or waiver extending any statute of limitations relating to the payment or collection of taxes of any Holding Company or any of their respective Subsidiaries.

8.10. Compliance with ERISA. (a) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect: (i) each Plan is in compliance in form and operation with its terms and with ERISA and the Code (including the Code provisions compliance with which is necessary for any intended favorable tax treatment) and all other applicable laws and regulations; (ii) each Plan (and each related trust, if any) which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that it meets the requirements of Sections 401(a) and 501(a) of the Code covering all applicable tax law changes or is comprised of a master or prototype plan that has received a favorable opinion letter from the IRS, and to the knowledge of any Holding Company or any of their respective Subsidiaries, nothing has occurred since the date of such determination that would reasonably be expected to adversely affect such determination (or, in the case of a Plan with no determination, to the knowledge of any Holding Company or any of their respective Subsidiaries, nothing has occurred that would reasonably be expected to adversely affect the issuance of a favorable determination letter or otherwise adversely affect such qualification); and (iii) no ERISA Event has occurred, or is reasonably expected to occur.

(b) There exists no Unfunded Pension Liability with respect to any Plan, which either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(c) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect: (i) no Multiemployer Plan is insolvent or in reorganization; (ii) none of the Holding Companies or any of their respective Subsidiaries or any ERISA Affiliate has incurred a complete or partial withdrawal from any Multiemployer Plan; and (iii) none of the Holding Companies, any of their respective Subsidiaries, or any of their respective ERISA Affiliates would incur any withdrawal liability if any of them were to withdraw in a complete withdrawal as of the date this assurance is given or deemed given.

(d) There are no actions, suits or claims pending against or involving a Plan (other than routine claims for benefits) or, to the knowledge of any Credit Party, which would reasonably be expected to be asserted successfully against any Plan and, if so asserted successfully, could reasonably be expected either singly or in the aggregate to result in material liability.

(e) The Holding Companies, their respective Subsidiaries and any ERISA Affiliate have made all material contributions to or under each Plan and Multiemployer Plan required by law within the applicable time limits prescribed thereby, the terms of such Plan or Multiemployer Plan, respectively, or any contract or agreement requiring contributions to a Plan or Multiemployer Plan save where any failure to comply, individually or in the aggregate, could not reasonably be expected to result in material liability.

(f) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect: (i) no Plan which is subject to Section 412 of the Code or Section 302 of ERISA has applied for or received an extension of any amortization period, within the meaning of Section 412 of the Code or Section 303 or 304 of ERISA; (ii) the Holding Companies, their respective Subsidiaries and any ERISA Affiliate have not ceased operations at a facility so as to become subject to the provisions of Section

4068(a) of ERISA, withdrawn as a substantial employer so as to become subject to the provisions of Section 4063 of ERISA or ceased making contributions to any Plan subject to Section 4064(a) of ERISA to which it made contributions; (iii) none of the Holding Companies, their respective Subsidiaries or any ERISA Affiliate have incurred or reasonably expect to incur liability to the PBGC; (iv) no lien imposed under the Code or ERISA on the assets of the Holding Companies, their respective Subsidiaries or any ERISA Affiliate exists or is likely to arise on account of any Plan; and (v) none of the Holding Companies, their respective Subsidiaries or any ERISA Affiliate has any liability under Section 4069 or 4212(c) of ERISA.

(g) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect: (i) each Foreign Pension Plan has been maintained in compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required, in good standing with applicable regulatory authorities; (ii) all contributions required to be made with respect to a Foreign Pension Plan have been timely made; (iii) neither any Holding Company nor any of their respective Subsidiaries has incurred any obligation in connection with the termination of, or withdrawal from, any Foreign Pension Plan; and (iv) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Pension Plan, determined as of the end of the Holding Companies' most recently ended fiscal year on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the assets of such Foreign Pension Plan allocable to such benefit liabilities.

8.11. Security Documents. (a) The provisions of the Pledge and Security Agreement are effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in all right, title and interest of the Credit Parties in all of the Pledge and Security Collateral described therein, and the Collateral Agent, for the benefit of the Secured Parties, has (or within 10 days following the Effective Date will have) a fully perfected security interest in all right, title and interest in all of the Pledge and Security Collateral described therein, subject to no Liens other than Permitted Liens (it being understood that the Permitted Liens described in Section 10.01(d) are subject to the terms of the Intercreditor Agreement).

(b) Each Mortgage creates, as security for the obligations purported to be secured thereby, a valid and enforceable perfected security interest in and mortgage lien on the respective Mortgaged Property in favor of the Collateral Agent (or such other trustee as may be required or desired under local law) for the benefit of the Secured Parties, subject to no Liens other than Permitted Liens (it being understood that the Permitted Liens described in Section 10.01(d) are subject to the terms of the Intercreditor Agreement).

8.12. Properties. (a) All Real Property owned or leased by any Holding Company or any of their respective Subsidiaries as of the Effective Date, and the nature of the interest therein, is correctly set forth in Schedule 8.12. Each of the Holding Companies and each of their respective Subsidiaries has good and indefeasible title to all material properties (and to all buildings, fixtures and improvements located thereon) owned by it, including all material property reflected in the most recent historical balance sheets referred to in Section 8.05(a) (except as sold or otherwise disposed of since the date of such balance sheet in the ordinary course of business or as permitted by the terms of this Agreement), free and clear of all Liens, other than Permitted Liens. Each of the Holding Companies and each of their respective Subsidiaries has a valid and indefeasible leasehold interest in the material properties leased by it free and clear of all Liens other than Permitted Liens.

(b) All pipelines, pipeline easements, utility lines, utility easements and other easements, servitudes and rights-of-way burdening or benefiting the Real Property will not, as of the Effective Date, materially interfere with or prevent any operations conducted at the Real Property by any Holding Company or any of their respective Subsidiaries in the manner operated on the date of this Agreement, except for any Permitted Liens. Except for Permitted Liens, with respect to any pipeline, utility, access or other easements, servitudes, and licenses located on or directly serving the Real Property and owned or used by any Holding Company or any of their respective Subsidiaries in connection with its operations at the Real Property, to Credit Party's knowledge, such agreements are in full force and effect other than agreements that, individually or in the aggregate are not material to the Holding Companies and their respective Subsidiaries, taken as a whole and no defaults exist thereunder and no events or conditions exist which, with or without notice or lapse of time or both, would constitute a default thereunder or result in a termination, except for such failures, defaults, terminations and other matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

8.13. Capitalization. (a) On the Effective Date, the authorized capital stock of the Holding Companies consists of the number of shares of common stock, at a par value per share, with the number of which shares are issued and outstanding, in each case as set forth on Schedule 8.13 (such authorized shares of common stock, together with any subsequently authorized shares of common stock of the Holding Companies, the "Holding Company Common Stock"). All such outstanding shares have been duly and validly issued, are fully paid and non-assessable and have been issued free of preemptive rights. As of the Effective Date, except as set forth on Schedule 8.13 hereto, no Holding Company has outstanding any capital stock or other securities convertible into or exchangeable for its capital stock or any rights to subscribe for or to purchase, or any options for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its capital stock or any stock appreciation or similar rights.

(b) On the Effective Date, the authorized capital stock of the Borrowers consists of the number of shares of common stock, at a par value per share, with the number of which shares are issued and outstanding, in each case as set forth on Schedule 8.13 and owned by the Holding Companies. All such outstanding Equity Interests of the Borrowers (i) have been duly and validly issued, (ii) are fully paid and non-assessable and (iii) have been issued free of preemptive rights. The Borrowers do not have outstanding any Equity Interests or other securities convertible into or exchangeable for its Equity Interests or any rights to subscribe for or to purchase, or any options for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its Equity Interests or any appreciation or similar rights.

8.14. Subsidiaries. On and as of the Effective Date, the Holding Companies have no Subsidiaries other than those Subsidiaries listed on Schedule 8.14. Schedule 8.14 sets forth, as of the Effective Date, the percentage ownership (direct and indirect) of the Holding Companies in each class of capital stock or other Equity Interests of each of their respective Subsidiaries and also identifies the direct owner thereof. All outstanding shares of Equity Interests of each Subsidiary of any Holding Company have been duly and validly issued, are fully paid and non-assessable and have been issued free of preemptive rights. No Subsidiary of any Holding Company has outstanding any securities convertible into or exchangeable for its Equity Interests or outstanding any right to subscribe for or to purchase, or any options or warrants for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of or any calls, commitments or claims of any character relating to, its Equity Interests or any stock appreciation or similar rights, except that (i) CVR GP has a right to require the Company to acquire the managing general partner interest of the MLP as, and to the extent, set forth in the Partnership Agreement (as in effect on the Effective Date), (ii) the Company and any of its Subsidiaries may acquire CVR GP or any Equity Interests thereof so long as the aggregate consideration for such purchase does not exceed $26,100,000 and (iii) the Company has a right to require CVR GP to sell the managing general partner interest of the MLP as, and to the extent, set forth in the Partnership Agreement (as in effect on the Effective Date).

8.15. Compliance with Statutes, etc. Except as (and to the extent) set forth on Schedule 8.15, each of the Holding Companies and each of their respective Subsidiaries is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities in respect of the conduct of its business and the ownership of its property, except such non-compliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.16. Governmental Regulation. No Holding Company nor any of its Subsidiaries is subject to regulation under the Federal Power Act or the Investment Company Act or under other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Holding Company nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

8.17. Borrowing Base Calculation. The calculation by the Company of the Borrowing Base and the valuation thereunder is complete and accurate.

8.18. Environmental Matters. (a) Except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect and except as (and to the extent) set forth on Schedule 8.18: (i) each of the Holding Companies and each of their respective Subsidiaries is in compliance with all applicable Environmental Laws (including the Consent Decree and the RCRA Administrative Orders) and has obtained and is in compliance with the terms of any permits required under such Environmental Laws ("Environmental Permits"); (ii) there are no Environmental Claims pending or to the knowledge of any Credit Party, threatened, against any Holding Company or any of their respective Subsidiaries; (iii) no Lien, other than a Permitted Lien, has been recorded or to the knowledge of any Credit Party, threatened under any Environmental Law with respect to any Real Property owned by any Holding Company or any Subsidiary of any Holding Company; (iv) no Holding Company nor any of their respective Subsidiaries has agreed in writing to assume or accept responsibility for any liability of any other Person under any Environmental Law; and (v) there are no facts, circumstances, conditions or occurrences with respect to the past or present business, operations, properties or facilities of any Holding Company or any of their respective Subsidiaries, or any of their respective predecessors, that could reasonably be expected to give rise to any Environmental Claim or any liability under any Environmental Law.

(b)No Holding Company nor any of their respective Subsidiaries has received any letter or request for information under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.) or any comparable state law with regard to any matter that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

8.19. Employment and Labor Relations. No Holding Company nor any of their respective Subsidiaries is engaged in any unfair labor practice that could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. There is (i) no unfair labor practice complaint pending against any Holding Company or any of their respective Subsidiaries or, to the knowledge of any Credit Party, threatened against any of them, before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so

pending against any Holding Company or any of their respective Subsidiaries or, to the knowledge of any Credit Party, threatened against any of them, (ii) no strike, labor dispute, slowdown or stoppage pending against any Holding Company or any of their respective Subsidiaries or, to the knowledge of any Credit Party, threatened against any Holding Company or any of their respective Subsidiaries, (iii) no union representation question exists with respect to the employees of any Holding Company or any of their respective Subsidiaries, (iv) no equal employment opportunity charges or other claims of employment discrimination are pending or, to any Credit Party's knowledge, threatened against any Holding Company or any of their respective Subsidiaries, and (v) no wage and hour department investigation has been made of any Holding Company or any of their respective Subsidiaries, except (with respect to any matter specified in clauses (i) — (v) above, either individually or in the aggregate) such as could not reasonably be expected to have a Material Adverse Effect.

8.20. Intellectual Property, etc. Each of the Holding Companies and each of their respective Subsidiaries owns or has the right to use all the patents, trademarks, permits, domain names, service marks, trade names, copyrights, licenses, franchises, inventions, trade secrets, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases) and formulas, or rights with respect to the foregoing, used in the conduct of its business, without any known conflict with the rights of others which, or the failure to own or have which, as the case may be, could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

8.21. Indebtedness. Schedule 8.21 sets forth a list of all Indebtedness of the Holding Companies and their respective Subsidiaries as of the Effective Date and which is to remain outstanding after giving effect to the Transaction (excluding (i) the Obligations, (ii) the First Lien Notes and (iii) the Second Lien Notes) (all such non-excluded Indebtedness, "Existing Indebtedness"), in each case showing the aggregate principal amount thereof and the name of the respective borrower and guarantors thereof.

8.22. Insurance. Schedule 8.22 sets forth a listing of all insurance maintained by the Company and its Subsidiaries as of the Effective Date, with the amounts insured (and any deductibles) set forth therein.

8.23. Anti-Terrorism Law. (a) No Holding Company nor any of its Subsidiaries is in violation (other than immaterial violations) of any legal requirement relating to any laws with respect to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 (the "Executive Order") and the Patriot Act. No Holding Company nor any of its Subsidiaries and, to the knowledge of any Credit Party, no agent of any Holding Company or any of their respective Subsidiaries acting on behalf of any Holding Company or any of their respective Subsidiaries, as the case may be, is any of the following:

(i) a Person that is listed in the annex to, or it otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") at its official website or any replacement website or other replacement official publication of such list.

(b) No Holding Company nor any of their respective Subsidiaries and, to the knowledge of any Credit Party, no agent of any Holding Company or any of their respective Subsidiaries acting on behalf of any Holding Company or any of their respective Subsidiaries, as the case may be, (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of a Person described in Section 8.23(a), (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

8.24. Material Contracts. All Material Contracts in effect on the Effective Date are in full force and effect and no defaults currently exist thereunder other than defaults the consequence of which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

8.25. No Defaults. No Holding Company nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists which, with the giving of notice or lapse of time or both, could constitute such default, except where the consequences, direct or indirect, of such default or defaults, if any, individually or in aggregate had not had, or could not be reasonably expected to have, a Material Adverse Effect.

8.26. Relevant States; etc. As of the Effective Date, (i) the only states in which any Credit Party is the first Person who takes, receives or purchases oil or gas from an interest owner at the time the oil or gas is severed from the applicable real estate are Oklahoma, Nebraska, Missouri and Kansas, and (ii) except as set forth on Schedule 8.26, there is no other Person from whom any Credit Party is the first Person who takes, receives or purchases oil or gas from an interest owner at the time the oil and gas is severed from the applicable real estate.

8.27. First Lien Notes and Second Lien Notes. All Obligations hereunder and under the other Credit Documents (including the Guaranty and the Security Documents) are expressly permitted under the First Lien Notes Documents, the Second Lien Notes Documents, Refinancing First Lien Notes Documents, if any, the Refinancing Second Lien Notes Documents, if any, and any Qualified Debt Documents.

SECTION 9. Affirmative Covenants. Each Credit Party hereby covenants and agrees that on and after the Effective Date and until the Total Revolving Loan Commitment and all Letters of Credit have terminated and the Loans, Notes and Unpaid Drawings (in each case together with interest thereon), Fees and all other Obligations (other than indemnities and expense reimbursement obligations which, in either case, are not then due and payable) incurred hereunder and thereunder, are paid in full:

9.01. Information Covenants. The Company will furnish to the Administrative Agent (for delivery to each Lender):

(a) Monthly Reports. Within 30 days after the end of each fiscal month (other than each fiscal month ending March 31st, June 30th, September 30th and December 31st) of the Company (commencing with the fiscal month ending January 31, 2011), the consolidated balance sheet of the Company and its Subsidiaries (which, for the purposes of this Section 9.01(a), may include the Fertilizer Entities after the Permitted Fertilizer Event and any Unrestricted Subsidiaries in each case to the extent that such Persons are required to be consolidated with the Company and its Subsidiaries in the Company's consolidated financial statements in accordance with GAAP) as at the end of such fiscal month and the related consolidated statements of income and stockholders' equity and statement of cash flows for such fiscal month and for the elapsed portion of the Fiscal Year ended with the last day of such fiscal month, in each case setting forth comparative figures for the corresponding fiscal month in the prior Fiscal Year and comparable budgeted figures for such fiscal month as set forth in the respective budget delivered pursuant to Section 9.01(e), all of which shall be certified by an Authorized Officer of the Company that they fairly present in all material respects in accordance with GAAP the financial condition of the Company and its Subsidiaries as of the dates indicated and the results of their operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes.

(b) Quarterly Financial Statements. Within 45 days after the close of each of the first three Fiscal Quarters in each Fiscal Year of the Company (commencing with the Fiscal Quarter ending March 31, 2011), (i) the consolidated balance sheet of the Company and its Subsidiaries (which, for the purposes of this Section 9.01(b), may include the Fertilizer Entities after the Permitted Fertilizer Event and any Unrestricted Subsidiaries in each case to the extent that such Persons are required to be consolidated with the Company and its Subsidiaries in the Company's consolidated financial statements in accordance with GAAP) as at the end of such Fiscal Quarter and the related consolidated statements of income and stockholders' equity and statement of cash flows for such Fiscal Quarter and for the elapsed portion of the Fiscal Year ended with the last day of such Fiscal Quarter, in each case setting forth comparative figures for the corresponding Fiscal Quarter in the prior Fiscal Year and (x) comparable budgeted figures for such Fiscal Quarter as set forth in the respective budget delivered pursuant to Section 9.01(e), all of which shall be certified by an Authorized Officer of the Company that they fairly present in all material respects in accordance with GAAP the financial condition of the Company and its Subsidiaries as of the dates indicated and the results of their operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes, and (ii) management's discussion and analysis of the important operational and financial developments during such Fiscal Quarter; provided that if Parent has filed with the SEC its quarterly report on Form 10-Q for the respective Fiscal Quarter containing management's discussion and analysis of financial condition and results of operations (which includes the financial condition and results of operations of the Company and its Subsidiaries) as required by Item 303 of Regulation S-K, such report shall be deemed to meet the requirement that the Company provide management's discussion and analysis of the important operational and financial developments as otherwise required above for the respective Fiscal Quarter.

(c) Annual Financial Statements. Within 90 days after the close of each Fiscal Year of the Company (commencing with its Fiscal Year ending December 31, 2010), (i) the consolidated balance sheet of the Company and its

Subsidiaries (which, for the purposes of this Section 9.01(c), may include the Fertilizer Entities after the Permitted Fertilizer Event and any Unrestricted Subsidiaries in each case to the extent that such Persons are required to be consolidated with the Company and its Subsidiaries in the Company's consolidated financial statements in accordance with GAAP) as at the end of such Fiscal Year and the related consolidated statements of income and stockholders' equity and statement of cash flows for such Fiscal Year setting forth, comparative figures for the preceding Fiscal Year and audited by KPMG LLP or other independent certified public accountants of recognized national standing, accompanied by a report of such accounting firm (which report shall be unqualified as to going concern and scope of audit, and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Company and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the audit by such accountants in connection with such consolidated financial statements has been made in accordance with auditing standards generally accepted in the United States and, concurrently with the delivery of the financial statements referred to in this Section 9.01(c), a report of the independent auditors reporting on such financial statements stating that in connection with their audit, nothing came to their attention that caused them to believe that the Company failed to comply with the terms, covenants, provisions or conditions of Section 10.07(a), insofar as they relate to accounting matters, except as may be specified in such report (it being understood that such report shall be limited to the items that the independent auditors are permitted to cover in such reports pursuant to their professional standards), and (ii) management's discussion and analysis of the important operational and financial developments during such Fiscal Year; provided that if Parent has filed with the SEC its annual report on Form 10-K for the respective Fiscal Year containing management's discussion and analysis of financial condition and results of operations (which includes the financial condition and results of operations of the Company and its Subsidiaries) as required by Item 303 of Regulation S-K, such report shall be deemed to meet the requirement that the Company provide management's discussion and analysis of the important operational and financial developments as otherwise required above for the respective Fiscal Year.

(d) Management Letters. If requested by the Administrative Agent or any Lender, promptly after the Company's or any of its Subsidiaries' receipt thereof, a copy of any "management letter" received from its certified public accountants and management's response thereto.

(e) Budgets. No later than the 60th day of each Fiscal Year of the Company, a budget in form reasonably satisfactory to the Administrative Agent (including (x) budgeted statements of income, sources and uses of cash and balance sheets for the Company and its Subsidiaries on a consolidated basis and (y) expected timing and duration of any Major Scheduled Turnaround) for each of the twelve months of such Fiscal Year prepared in detail setting forth, with appropriate discussion, the principal assumptions upon which such budget is based.

(f) Officer's Certificates. At the time of the delivery of the financial statements provided for in Sections 9.01(a), (b) and (c), a compliance certificate from an Authorized Officer of the Company in the form of Exhibit I certifying on behalf of the Company that, to such officer's knowledge after due inquiry, no Default or Event of Default has occurred and is continuing or, if any Default or Event of Default has occurred and is continuing, specifying the nature and extent thereof, which certificate shall set forth in reasonable detail the calculations required to establish whether the Company and its Subsidiaries were in compliance with the provisions of Section 10.07, at the end of such fiscal month (but only to the extent that a Compliance Period then exists), Fiscal Quarter or Fiscal Year, as the case may be (setting forth, for the purposes of such certificate, calculations setting forth the Fixed Charge Coverage Ratio for the Test Period ended on the last day of such fiscal period irrespective of whether a Compliance Period exists at such time (other than to the extent set forth above)), at the end of such fiscal month, Fiscal Quarter or Fiscal Year, as the case may be.

(g) Notice of Default, Litigation, Refinery Disruption and Material Adverse Effect. Promptly, and in any event within three Business Days after any officer of any Holding Company or any of their respective Subsidiaries obtains knowledge thereof (or, in the case succeeding clause (iii), no later than the time by which the Company issues a public press release or files a Form 8-K with the SEC), notice of (i) the occurrence of any event which constitutes a Default or an Event of Default, (ii) any litigation or governmental investigation or proceeding pending against any Holding Company or any of their respective Subsidiaries (x) which, either individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect or (y) with respect to any Credit Document, (iii) any event at the Coffeyville Refinery which halts or materially disrupts production for a period of greater than 10 days, or (iv) any other event, change or circumstance that has had, or could reasonably be expected to have, a Material Adverse Effect.

(h) Other Reports and Filings. Promptly after the filing or delivery thereof, copies of all financial information, proxy materials and reports, if any, which any Holding Company or any of their respective Subsidiaries shall (i) publicly file with the Securities and Exchange Commission or any successor thereto (the "SEC") or (ii) deliver to holders (or any trustee, agent or other representative therefor) of any First Lien Notes, any Second Lien Notes or any of its other material Indebtedness pursuant to the terms of the documentation governing the same.

(i) Environmental Matters. Promptly after any officer of any Holding Company or any of their respective Subsidiaries obtains knowledge thereof, notice of the following environmental developments to the extent that such environmental developments, either individually or when aggregated with all such other environmental developments, could reasonably be expected to have a Material Adverse Effect:

(a) any pending or threatened Environmental Claim against any Holding Company or any of their respective Subsidiaries or any Real Property owned, leased or operated by any Holding Company or any of their respective Subsidiaries;

(b) any condition or occurrence on any Real Property owned, leased or operated by any Holding Company or any of their respective Subsidiaries that could reasonably be expected to cause such Real Property to be subject to any restrictions on the ownership, lease, occupancy, use or transferability by any Holding Company or any of their respective Subsidiaries of such Real Property under any Environmental Law; or

(c) the taking of any removal or remedial action to the extent required by any Environmental Law or any Governmental Authority in response to the Release or threatened Release of any Hazardous Materials on any Real Property owned, leased or operated by any Holding Company or any of their respective Subsidiaries.

All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and the Holding Company's or such Subsidiary's response thereto.

(j) Borrowing Base Certificate. (i) On the Effective Date, (ii) unless clause (iii) or (iv) below applies, each month, not later than 5:00 P.M. (New York time) on or before the 10th Business Day of each such month, (iii) during any period in which a Bi-Weekly Borrowing Base Period is in effect, every second week, not later than 5:00 p.m. (New York time) on or before the third Business Day of the first week of such Bi-Weekly Borrowing Base Period and each such second week thereafter, (iv) during any period in which a Weekly Borrowing Base Period is in effect, each week, not later than 5:00 P.M. (New York time) on or before the third Business Day of each such week (or at such other times as the Administrative Agent may request), (v) at the time of the consummation of a Permitted Acquisition and (vi) at the time of the consummation of the Permitted Fertilizer Event or any Asset Sale involving ABL Priority Collateral, a borrowing base certificate setting forth the Borrowing Base (in each case with supporting calculations in reasonable detail) substantially in the form of Exhibit N (each, a "Borrowing Base Certificate"), which shall be prepared (A) as of January 31, 2011 in the case of the initial Borrowing Base Certificate and (B) as of the last Business Day of the preceding month in the case of each subsequent Borrowing Base Certificate (or, if any such Borrower Base Certificate is delivered more frequently than monthly, as of the last Business Day of the week preceding such delivery). Each such Borrowing Base Certificate shall include such supporting information as may be reasonably requested from time to time by the Administrative Agent or the Co-ABL Collateral Agents.

(k) Notice of Dominion Period or Compliance Period. Promptly after any Authorized Officer of any Holding Company or any of their respective Subsidiaries obtains knowledge thereof, notice of the commencement of a Dominion Period or a Compliance Period.

(l) Past Due Accounts. At least monthly at the time of delivery of a Borrowing Base Certificate pursuant to Section 9.01(j), and at any other time promptly upon, and in any event within 10 Business Days after, any request therefor by the Administrative Agent or the Co-ABL Collateral Agents: (i) a detailed aged trial balance and a detailed summary of all Accounts indicating which Accounts are thirty, sixty and ninety days past due and listing the names of all Account Debtors, (ii) a detailed listing and a detailed summary of the Borrowers' accounts payable indicating which accounts payable are more than thirty days past due, (iii) detailed inventory listings and a detailed inventory listing summary, and (iv) a reconciliation of Accounts, accounts payable and inventory to the financial statements delivered pursuant to clause (b) of this Section 9.01 and to the Borrowing Base Certificate delivered pursuant to clause (j) of this Section 9.01 (for each fiscal month which is the last fiscal month of a Fiscal Quarter of the Company).

(m) Annual Collateral Verification. Each year, at the time of delivery of annual financial statements with respect to the preceding Fiscal Year pursuant to Section 9.01(c), an officer's certificate of an Authorized Officer of the Company (i) either confirming that there has been no material change in such information since the date of the Collateral Questionnaire delivered on the Effective Date or the date of the most recent certificate delivered pursuant to this Section 9.01(m) and/or identifying such material changes and (ii) certifying that all Uniform Commercial Code and PPSA financing statements (including fixtures filings, as applicable) or other appropriate filings, recordings or registrations, have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (i) above to the extent necessary to protect and perfect the security interests under the Security Documents for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period).

(n) UCC Searches. Each month, not later than 5:00 P.M. (New York time) on or before the 10th day of each such month (or, for so long as Excess Availability is less than 50.0% of Availability, each week, not later than 5:00 P.M.

(New York time) on or before the third Business Day of each such week), copies of results of a recent search (not to be more than five Business Days prior to the date of delivery of such search), by a Person reasonably satisfactory to the Administrative Agent, of all effective UCC financing statements (or equivalent filings) made with respect to any personal or mixed property the creation of security interests in which is governed by the UCC of any Credit Party in such Credit Party's jurisdiction of incorporation.

(o) Patriot Act. Promptly following the Administrative Agent's or any Lender's request therefor, all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under the applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(p) Reconciliation. If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries or after the Permitted Fertilizer Event, the monthly, quarterly and annual financial information required by Sections 9.01(a), (b) and (c) will then include a reasonably detailed presentation prepared by the Company of the financial condition and results of operations of the Company and its Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company and/or the Fertilizer Entities, as applicable.

(q) First Purchaser of Crude Oil. Promptly after the occurrence of any event in succeeding clause (i) or (ii), (i) notice that any Credit Party has become a first Person who takes, receives or purchases oil or gas from an interest owner at the time the oil or gas is severed from the applicable real estate in any state other than Kansas, Oklahoma, Nebraska, Missouri, North Dakota and Colorado and the name of such other state, and (ii) notice of the name of any Person from whom any Credit Party has become a first Person who takes, receives or purchases oil or gas from an interest owner at the time the oil or gas is severed from the applicable real estate to the extent such Person is not listed on Schedule 8.26.

(r) Other Information. From time to time, such other information or documents (financial or otherwise) with respect to any Holding Company or any of their respective Subsidiaries as the Administrative Agent, any Co-ABL Collateral Agent or any Lender (through the Administrative Agent) may reasonably request.

9.02. Books, Records and Inspections; and Field Examinations and Appraisals. (a) Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, keep proper books of record and accounts in which full, true and correct entries in conformity with GAAP and all requirements of law shall be made of all dealings and transactions in relation to its business and activities. Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, permit officers and designated representatives of the Administrative Agent, any other Agent and, upon the occurrence and during the continuance of any Event of Default, any Lender (a) to visit and inspect, under guidance of officers of such Holding Company or such Subsidiary, any of the properties of such Holding Company or such Subsidiary, (b) to examine the books of account of such Holding Company or such Subsidiary and discuss the affairs, finances and accounts of such Holding Company or such Subsidiary with, and be advised as to the same by, its and their officers and independent accountants and (c) to verify Eligible Accounts and/or Eligible Inventory, all upon reasonable prior notice and at such reasonable times and intervals and to such reasonable extent as the Administrative Agent, any such other Agent or any such Lender may reasonably request.

(b) In the case of sub-clauses (x) and (y) below, (i) up to one time in each Fiscal Year of the Company, (ii) if, for any period of 15 consecutive Business Days in any twelve month period, Excess Availability has been less than 50% of Availability, up to two times in each Fiscal Year of the Company during which any such Business Day was included, (iii) if any Dominion Period is in effect, (A) in the case of sub-clause (x) below, up to two times in each Fiscal Year of the Company, and (B) in the case of sub-clause (y) below, up to three times in each Fiscal Year of the Company, and (iv) at any time that any Event of Default exists, as often as the Administrative Agent or the Co-ABL Collateral Agents may reasonably request, the Company will, and will cause each of its Subsidiaries to, permit officers and designated representatives of the Administrative Agent and/or the Co-ABL Collateral Agents or any third-party appraiser or consultant engaged by, and reasonably satisfactory to, the Administrative Agent and the Co-ABL Collateral Agents, to visit and inspect (at the Borrowers' joint and several expense), and the Administrative Agent and/or the Co-ABL Collateral Agents shall so visit and inspect, under guidance of officers of the Company or such Subsidiary, any of the properties of the Company or such Subsidiary and to verify the Eligible Accounts and Eligible Inventory in order to complete (x) an appraisal of the Inventory constituting fertilizer of the Borrowers and (y) collateral examination of the Inventory and Accounts and related accounts of the Borrowers, and the results of such appraisal and collateral examination shall be in form and substance reasonably satisfactory to the Administrative Agent and the Co-ABL Collateral Agents, and in connection therewith the Company shall provide the Administrative Agent, the Co-ABL Collateral Agents and any field examiner or appraiser reasonable access to the books and records and the Collateral and shall cooperate with such field examiner or appraiser with respect to the foregoing.

9.03. Maintenance of Property; Insurance. (a) Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, (i) keep all property necessary to the business of the Holding Companies and their respective Subsidiaries in good working order and condition, ordinary wear and tear excepted and subject to the occurrence of casualty

events, (ii) maintain with financially sound and reputable insurance companies insurance on all such property and against all such risks as is consistent and in accordance with industry practice for companies similarly situated owning similar properties and engaged in similar businesses as the Holding Companies and their respective Subsidiaries, and (iii) furnish to the Administrative Agent, upon its request therefor, full information as to the insurance carried. In addition to the requirements of the immediately preceding sentence, the Credit Parties will at all times cause insurance of the types described in Schedule 8.22 to be maintained (with the same scope of coverage as that described in Schedule 8.22) at levels which are consistent with their practices immediately before the Effective Date. Such insurance shall include physical damage insurance on all real and personal property (whether now owned or hereafter acquired) on an all risk basis and business interruption insurance. The provisions of this Section 9.03 shall be deemed supplemental to, but not duplicative of, the provisions of any Security Documents that require the maintenance of insurance.

(b) Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, at all times keep its property insured in favor of the Collateral Agent, and all policies or certificates (or certified copies thereof) with respect to such insurance (and any other insurance maintained by such Holding Company and/or such Subsidiaries) (i) shall be endorsed to the Collateral Agent's satisfaction for the benefit of the Collateral Agent (including by naming the Collateral Agent as loss payee and/or additional insured), (ii) shall state that such insurance policies shall not be canceled without at least 30 days' prior written notice thereof by the respective insurer to the Collateral Agent, (iii) shall provide that the respective insurers irrevocably waive any and all rights of subrogation with respect to the Collateral Agent and the other Secured Parties, and (iv) shall be deposited with the Collateral Agent.

(c) If any Holding Company or any of their respective Subsidiaries shall fail to maintain insurance in accordance with this Section 9.03, or if any Holding Company or any of their respective Subsidiaries shall fail to so endorse and deposit all policies or certificates with respect thereto, the Administrative Agent shall have the right (but shall be under no obligation) to procure such insurance and the Credit Parties jointly and severally agree to reimburse the Administrative Agent for all costs and expenses of procuring such insurance.

9.04. Existence; Franchises. Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, do or cause to be done, all things necessary to preserve and keep in full force and effect its existence and its material rights, franchises, licenses, permits, copyrights, trademarks and patents; provided, however, that nothing in this Section 9.04 shall prevent (i) sales of assets and other transactions by any Holding Company or any of their respective Subsidiaries otherwise permitted hereunder or (ii) the withdrawal by any Holding Company or any of their respective Subsidiaries of its qualification as a foreign Business in any jurisdiction if such withdrawal could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.05. Compliance with Statutes, etc. Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities in respect of the conduct of its business and the ownership of its property, except such non-compliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.06. Compliance with Environmental Laws. (a) Each of the Holding Companies (i) will comply, and will cause each of their respective Subsidiaries to comply, with all Environmental Laws and permits applicable to, or required in respect of the conduct of its business or operations or by, the ownership, lease or use of any Real Property now or hereafter owned, leased or operated by any Holding Company or any of their respective Subsidiaries, except for such noncompliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and will promptly pay or cause to be paid all costs and expenses incurred in connection with such compliance, and will keep or cause to be kept all such Real Property free and clear of any Liens imposed pursuant to such Environmental Laws, other than Permitted Liens, and (ii) take, and will cause each of its Subsidiaries to take, any reasonable actions necessary to materially comply with the terms and conditions of the Consent Decree and the RCRA Administrative Orders, as such decree and orders have been, or may in the future be, modified or replaced.

(b) Subject to Section 9.06(c), the Company will deliver to the Administrative Agent and the Lenders with reasonable promptness, such documents and information as from time to time may be reasonably requested by Administrative Agent in relation to any matters addressed by this Section 9.06.

(c) Right of Access and Inspection.

(i) After the receipt by the Administrative Agent or any Lender of any notice of the type described in Section 9.01(i), or (ii) if an Event of Default has occurred and is continuing, then, at the reasonable request of the Administrative Agent, the Company will prepare an environmental report with respect to any matter disclosed pursuant to Section 9.01(i) or, if an Event of Default has occurred and is continuing with respect to any facility of any Holding Company or any Subsidiary thereof (the "Environmental Report"); provided, however, that any such

Environmental Report shall not include the taking of samples of air, soil, surface water, groundwater, effluent, and building materials, in, on or under any owned or operated facilities unless the Administrative Agent reasonably concludes that such sampling is commercially reasonable and necessary. Any such sampling shall be conducted by a qualified environmental consulting firm reasonably acceptable to the Administrative Agent. If an Event of Default has occurred and is continuing, or if the Company does not prepare an Environmental Report or conduct the requested tests and investigations in a reasonably timely manner, the Administrative Agent may, upon prior notice to the Company, retain an environmental consultant, at the Credit Parties' expense, to prepare an Environmental Report and conduct such sampling as it reasonably concludes is commercially reasonable and necessary. The Holding Companies and their respective Subsidiaries will provide the Administrative Agent and its consultants with access to the facilities during normal business hours in order to complete any necessary inspections or sampling in accordance with this Section 9.06(c). The Administrative Agent will make commercially reasonable efforts to conduct any such investigations so as to avoid interfering with the operation of the facility.

(ii) The exercise of the Administrative Agent's rights under Section 9.06(c)(i) shall not constitute a waiver of any default by the Holding Companies or their respective Subsidiaries and shall not impose any liability on the Administrative Agent or any of the Lenders. In no event will any site visit, observation, test or investigation by the Administrative Agent be deemed a representation that Hazardous Materials are or are not present in, on or under any of the facilities, or that there has been or will be compliance with any Environmental Law, and the Administrative Agent shall not be deemed to have made any representation or warranty to any party regarding the truth, accuracy or completeness of any report or findings with regard thereto. Without express written authorization, which shall not be unreasonably withheld, no Holding Company nor any other party shall be entitled to rely on any site visit observation, test or investigation by the Administrative Agent. The Administrative Agent and the Lenders owe no duty of care to protect any Holding Company or any other party against, or to inform any Holding Company or any other party of, any Hazardous Materials or any other adverse Environmental Condition affecting any of the facilities. The Administrative Agent may in its reasonable discretion disclose to any Holding Company or, if so required by law, to any third party, any report or findings made as a result of, or in connection with, any site visit, observation, testing or investigation by the Administrative Agent. If the Administrative Agent reasonably believes that it is legally required to disclose any such report or finding to any third party, then the Administrative Agent shall use its reasonable efforts to give the Company prior notice of such disclosure and afford the Company the opportunity to object or defend against such disclosure at its own and sole cost; provided, that the failure of the Administrative Agent to give any such notice or afford the Company the opportunity to object or defend against such disclosure shall not result in any liability to the Administrative Agent. Each Holding Company acknowledges that it or its Subsidiaries may be obligated to notify relevant Governmental Authorities regarding the results of any site visit, observation, testing or investigation by the Administrative Agent and that such reporting requirements are site and fact-specific, and are to be evaluated by such Holding Company without advice or assistance from the Administrative Agent. Nothing contained in this Section 9.06(c)(ii) shall be construed as releasing the Administrative Agent or the Lenders from any liability to the extent incurred as a result of their gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

(iii) If counsel to any Holding Company or any of their respective Subsidiaries reasonably determines that provision to the Administrative Agent of a document otherwise required to be provided pursuant to this Section 9.06 (or any other provision of this Agreement or any other Credit Document relating to environmental matters) would jeopardize an applicable attorney-client or work product privilege pertaining to such document, then the Holding Companies or their respective Subsidiaries shall not be obligated to deliver such document to the Administrative Agent but shall provide the Administrative Agent with a notice identifying the author and recipient of such document and generally describing the contents of the document. Upon request of the Administrative Agent, the Holding Companies and their respective Subsidiaries shall take all reasonable steps necessary to provide the Administrative Agent with the factual information contained in any such privileged document.

9.07. ERISA. The Company shall supply to the Administrative Agent (in sufficient copies for all Lenders, if the Administrative Agent so requests);

(a) promptly and in any event within 15 days after receiving a request from the Agent a copy of IRS Form 5500 (including the Schedule B) with respect to a Plan subject to Title IV of ERISA;

(b) promptly and in any event within 30 days after any Holding Company, any Subsidiary of any Holding Company or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred that would reasonably be expected to result in material liability to any Holding Company or any Subsidiaries of any Holding Company, a certificate of the chief financial officer of the Borrower describing such ERISA Event and the action, if any, proposed to be taken with respect to such ERISA Event and a copy of any notice filed with the PBGC or the IRS pertaining to such ERISA Event and any notices received by any Holding Company, any Subsidiary of any Holding Company or ERISA Affiliate from the PBGC or any other governmental agency with respect thereto; provided that, in the case of ERISA Events under paragraph

(d) of the definition thereof, the 30-day period set forth above shall be a 10-day period, and, in the case of ERISA Events under paragraph (b) of the definition thereof, in no event shall notice be given later than 10 days after the occurrence of the ERISA Event; and

(c) promptly, and in any event within 30 days, after becoming aware that any of the following has occurred if such event is reasonably expected to result in material liability to any Holding Company, any Subsidiary or any ERISA Affiliate, (i) an increase in Unfunded Pension Liabilities (taking into account only Plans with positive Unfunded Pension Liabilities) since the date the representations hereunder are given or deemed given, or from any prior notice, as applicable, (ii) an increase since the date the representations hereunder are given or deemed given, or from any prior notice, as applicable, in potential withdrawal liability under Section 4201 of ERISA, if any Holding Company, any Subsidiary of any Holding Company and the ERISA Affiliates were to withdraw completely from any and all Multiemployer Plans, (iii) any contribution required to made with respect to a Foreign Pension Plan has not been timely made or (iv) the adoption of any amendment to a Plan which results in an increase in contribution obligations of any Holding Company or any Subsidiary of any Holding Company, a detailed written description thereof from the chief financial officer of the Company.

9.08. End of Fiscal Years; Fiscal Quarters. The Company will cause (i) its and each of its Subsidiaries' Fiscal Years to end on the last day of the period described in the definition of "Fiscal Year" and (ii) its and each of their respective Subsidiaries' fiscal quarters to end on the last day of each period described in the definition of "Fiscal Quarter".

9.09. Performance of Obligations. Each of the Holding Companies will, and will cause each of their respective Subsidiaries to, perform all of its obligations under the terms of each Contractual Obligation by which it is bound, except such non-performances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.10. Payment of Taxes. Each of the Holding Companies will pay and discharge, and will cause each of their respective Subsidiaries to pay and discharge, all federal and other material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any properties belonging to it prior to the date on which penalties attach thereto, and all lawful claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto; provided that no Holding Company nor any of their respective Subsidiaries shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP.

9.11. Use of Proceeds. The Borrowers will use the proceeds of the Loans only as provided in Section 8.08.

9.12. Additional Security; Further Assurances; etc. (a) Each of the Holding Companies will, and will cause each other Credit Party to, grant to the Collateral Agent for the benefit of the Secured Parties security interests and Mortgages in such assets and Real Property of such Holding Company and such other Credit Party as are not covered by the original Security Documents and as may be reasonably requested from time to time by the Administrative Agent (or otherwise required at such time pursuant to the Intercreditor Agreement) (collectively, the "Additional Security Documents"). All such security interests and Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Collateral Agent and shall constitute valid and enforceable perfected security interests, hypothecations and Mortgages subject to no Liens (except for Permitted Liens, it being understood that Liens permitted by Section 10.01(d) shall be subject to the terms of the Intercreditor Agreement). The Additional Security Documents or instruments related thereto shall have been duly recorded or filed in such manner and in such places as are required by law to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Additional Security Documents and all taxes, fees and other charges payable in connection therewith shall have been paid in full. Notwithstanding the foregoing, this Section 9.12(a) shall not apply to (and the Company and the other Credit Parties shall not be required to grant a Mortgage in) any Real Property which does not constitute a Material Real Property unless, in either case, a Mortgage is granted (or requested to be granted) in respect of such Real Property pursuant to the terms of the First Lien Notes Documents, the Second Lien Notes Documents, the Refinancing First Lien Notes Documents, the Refinancing Second Lien Notes Documents or any Qualified Secured Debt Documents. In the event that any Credit Party acquires a Material Real Property or any Real Property owned or leased on the Effective Date or thereafter becomes a Material Real Property and such interest has not otherwise been made subject to the Lien of the Security Documents in favor of the Collateral Agent, for the benefit of the Secured Parties, then such Credit Party, contemporaneously with such Real Property becoming a Material Real Property (or, in the case of acquired Material Real Property, within 90 days of such acquisition), shall take all such actions and execute and deliver, or cause to be executed and delivered, all such mortgages, documents, title policies, surveys, instruments, agreements, opinions and certificates similar to those described in Section 13.19 with respect to each such Material Real Property that the Collateral Agent shall reasonably request to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid and, subject to any filing and/or recording referred to herein, perfected Second Priority security interest in such Material Property. Notwithstanding the foregoing, the Company shall not be obligated to grant a security interest in any Material Real Properties which are Leaseholds (unless otherwise granted under or pursuant to the First Lien Notes Documents, the Second

Lien Notes Documents, Refinancing First Lien Notes Documents (if applicable), the Refinancing Second Lien Notes Documents (if applicable) or any Qualified Secured Debt Document) if the Company was not able to obtain a landlord consent, despite the use of its commercially reasonable efforts.

(b) Each of the Holding Companies will, and will cause each of the other Credit Parties to, at the expense of the Credit Parties, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, real property surveys, flood determinations, reports, landlord waivers, bailee agreements, control agreements and other assurances or instruments and take such further steps relating to the Collateral covered by any of the Security Documents as the Collateral Agent may reasonably require. Furthermore, each of the Holding Companies will, and will cause the other Credit Parties to, deliver to the Collateral Agent such opinions of counsel, title insurance, flood insurance (if applicable) and other related documents as may be reasonably requested by the Collateral Agent to assure itself that this Section 9.12 has been complied with.

(c) If the Administrative Agent reasonably determines that it or any of the Lenders are required by law or regulation to have appraisals prepared in respect of any Real Property of the Holding Companies and the other Credit Parties constituting Collateral, each Credit Party will, at its own expense, provide to the Administrative Agent appraisals which satisfy the applicable requirements of the Real Estate Appraisal Reform Amendments of the Financial Institution Reform, Recovery and Enforcement Act of 1989, as amended, and which shall otherwise be in form and substance reasonably satisfactory to the Administrative Agent.

(d) Each Credit Party agrees that each action required by clauses (a) through (c) of this Section 9.12 shall be completed as soon as possible, but in no event later than 90 days after such action is requested to be taken by the Administrative Agent (as such date may be extended by the Administrative Agent in its sole discretion); provided that, in no event will any Holding Company or any of their respective Subsidiaries be required to take any action, other than using its commercially reasonable efforts, to obtain consents from third parties with respect to its compliance with this Section 9.12.

(e) Each Borrower and each Guarantor shall, within 90 days following the Effective Date (as such date may be extended from time to time by the Administrative Agent in its sole discretion), enter into one or more Cash Management Control Agreements as, and to the extent, required by Section 5.03(b).

9.13. Permitted Acquisitions. (a) Subject to the provisions of this Section 9.13 and the requirements contained in the definition of Permitted Acquisition, the Qualified Credit Parties may from time to time effect Permitted Acquisitions, so long as (in each case except to the extent the Required Lenders otherwise specifically agree in writing in the case of a specific Permitted Acquisition): (i) the Company shall have given to the Administrative Agent at least 10 Business Days' prior written notice of any Permitted Acquisition (or such shorter period of time as may be reasonably acceptable to the Administrative Agent), which notice shall describe in reasonable detail the principal terms and conditions of such Permitted Acquisition; (ii) all representations and warranties contained herein and in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Permitted Acquisition (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date (it being understood and agreed that any representation or warranty that is qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects as of any such date); (iii) the Payment Conditions are satisfied both before and after giving effect to such Permitted Acquisition; (iv) the Company shall have delivered to the Administrative Agent a Borrowing Base Certificate, completed on a Pro Forma Basis giving effect to the respective Permitted Acquisition; and (v) the Company shall have delivered to the Administrative Agent and each Lender a certificate executed by an Authorized Officer of the Company, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (i) through (iii), inclusive, and containing the calculations (in reasonable detail) required by the preceding clause (iii).

(b) At the time of each Permitted Acquisition involving the creation or acquisition of a Subsidiary, or the acquisition of capital stock or other Equity Interest of any Person, the capital stock or other Equity Interests thereof created or acquired in connection with such Permitted Acquisition shall be pledged for the benefit of the Secured Parties pursuant to (and to the extent required by) the Pledge and Security Agreement.

(c) The Company will cause each Subsidiary which is formed to effect, or is acquired pursuant to, a Permitted Acquisition to comply with, and to execute and deliver all of the documentation as and to the extent required by, Sections 9.12 and 10.12, to the reasonable satisfaction of the Administrative Agent.

(d) The consummation of each Permitted Acquisition shall be deemed to be a representation and warranty by each Credit Party that the certifications pursuant to this Section 9.13 are true and correct and that all conditions thereto have been satisfied and that same is permitted in accordance with the terms of this Agreement, which representation

and warranty shall be deemed to be a representation and warranty for all purposes hereunder, including Sections 8 and 11.

9.14. Landlords' Agreements, Mortgages Agreements, Bailee Letters and Storage Agreements. Each Credit Party shall use its reasonable efforts to obtain a landlord's agreement, mortgagee agreement or bailee letter, as applicable, from the lessor of each leased property, mortgagee of owned property or bailee with respect to any warehouse, processor, converter facility or pipeline or other location where Inventory of a Credit Party with a market value (determined in accordance with Schedule 1.01(c) in the case of In-Transit Crude Oil) in excess of $1,000,000 is stored, located or transported, which agreement or letter shall (unless otherwise agreed to in writing by the Administrative Agent) contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or pipeline owner may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent. Each Credit Party shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location, public warehouse or pipeline where any Collateral is or may be located or transmitted except to the extent that the same are being contested in good faith. Each Credit Party shall, and shall cause its Subsidiaries to, provide to the Administrative Agent and the Co-ABL Collateral Agents, promptly after execution thereof, copies of all material storage, pipeline and similar agreements and material amendments and modifications thereto, between any Borrower or any other Credit Party and any landlord, warehouseman, processor, shipper, bailee or other Person that owns or operates any premises or facility where any assets constituting the Borrowing Base having a market value (determined in accordance with Schedule 1.01(c) in the case of In-Transit Crude Oil) in excess of $2,500,000 are located.

9.15. Corporate Separateness. Each Holding Company will take, and will cause each of its Subsidiaries and Unrestricted Subsidiaries to take, all action as is necessary to ensure that all customary formalities regarding their respective corporate existence, including holding regular board of directors' and shareholders' meetings and maintenance of corporate offices and records, are followed. All financial statements provided to creditors shall clearly evidence the corporate separateness of the Holding Companies and their Subsidiaries from any Unrestricted Subsidiaries, and the Holding Companies and their Subsidiaries will maintain their own respective payroll and separate books of account and bank accounts from Unrestricted Subsidiaries. Neither any Holding Company nor any of their Subsidiaries or Unrestricted Subsidiaries will take any action, or conduct its affairs in a manner, which is likely to result in the corporate existence of any Unrestricted Subsidiary being ignored, or in the assets and liabilities of any Unrestricted Subsidiary being substantively consolidated with those of any Holding Company or any of their Subsidiaries in a bankruptcy, reorganization or other insolvency proceeding.

9.16. Coffeyville Refinery Revenue Bonds. (a) Notwithstanding anything in this Agreement or any of the other Credit Documents to the contrary, the Company and the other Credit Parties (other than any Holding Company) may, for the purpose of obtaining tax credits or other tax abatement from the State of Kansas and Montgomery County, Kansas, pursuant to Kansas Statutes Annotated ("K.S.A.") Sections 79-201, et seq. (the "Property Tax Exemption Statute"), (i) lease the site of the Coffeyville Refinery constituting a portion of the Mortgaged Properties and described in the Boundary Survey (the "Coffeyville Refinery Site") to Montgomery County, Kansas or any Affiliate of Montgomery County, Kansas (the "County"), (ii) sell the Coffeyville Refinery to the County and (iii) lease the Coffeyville Refinery Site and the Coffeyville Refinery from the County, all in connection with the issuance of revenue bonds (the "Refinery Revenue Bonds") issued by the County pursuant to the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 et seq. (the "Revenue Bond Act"), in each case, so long as (I) the Company would otherwise have been permitted to issue Qualified Debt at such time pursuant to the requirements of Section 10.04(r) and determined as if the Refinery Revenue Bonds were Indebtedness of the Company and (ii) the transactions contemplated by this Section 9.16 are otherwise permitted by the terms of the other Indebtedness subject to the Intercreditor Agreement. The Company or any of its Subsidiaries may enter into such agreements and take such actions, in each case approved by the Administrative Agent (such approval not to be unreasonably withheld) as the Company may consider to be necessary to consummate the issuance of the Refinery Revenue Bonds and the related transactions, including the execution and delivery of any payment-in-lieu-of-taxes or similar agreement between any Credit Party and the County relating to the payment of property taxes on the Coffeyville Refinery, the Coffeyville Refinery Site, or both.

(b) The principal amount of the Refinery Revenue Bonds shall be that amount determined by the Company, and approved by the Administrative Agent (such approval not to be unreasonably withheld) (but otherwise subject to the limitations in Section 10.04(r)), as being necessary to achieve the maximum amount of tax credits or other tax abatement for the Coffeyville Refinery Site and the Coffeyville Refinery pursuant to the Property Tax Exemption Statute. The initial amount of the Refinery Revenue Bonds issued and outstanding may be reduced and cancelled, from time to time, at the request of the Administrative Agent, to the minimal amount required to remain outstanding and achieve the tax benefits provided therefor.

(c) The Refinery Revenue Bonds shall be purchased by the Holding Companies or any of their Subsidiaries and shall be pledged to the Lenders pursuant to the applicable Security Documents.

(d) Except to the extent provided in this Section 9.16, the issuance of the Refinery Revenue Bonds and

the execution and delivery of all agreements described or referred to in this Section 9.16 in connection therewith shall not require any additional approval of the Lenders and shall be deemed to comply with all provisions of this Agreement, including the provisions of Section 10.

(e) The obligation of the Company or any of its Subsidiaries to make payments to the County with respect to the Refinery Revenue Bonds, whether such payments consist of lease payments, loan payments or any other form of payment, the corresponding right of the County to receive such payments and all other security provided by the Holding Companies or any of their Subsidiaries with respect to the Refinery Revenue Bonds shall in all respects be junior and subordinate to the Mortgages and the rights of the Lenders to receive payment hereunder. The Holding Companies or any of their Subsidiaries, as applicable, shall enter into, and shall cause the County to enter into, such agreements as the Administrative Agent shall reasonably require to reflect such subordination. The Holding Companies and any of their Subsidiaries shall enter into any modifications of Mortgages, additional Mortgages (whether leasehold or otherwise) and other documentation (including assignments of payment in lieu of tax agreements and other assignments) all as reasonably required by Administrative Agent in connection with the transactions contemplated by this Section 9.16.

SECTION 10. Negative Covenants. Each Credit Party hereby covenants and agrees that on and after the Effective Date and until the Total Revolving Loan Commitment and all Letters of Credit have terminated and the Loans, Notes and Unpaid Drawings (in each case, together with interest thereon), Fees and all other Obligations (other than any indemnities and expense reimbursement obligations which, in either case are not then due and payable) incurred hereunder and thereunder, are paid in full:

10.01. Liens. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets (real or personal, tangible or intangible) of any Holding Company or any of their respective Subsidiaries, whether now owned or hereafter acquired, or sell any such property or assets subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable with recourse to any Holding Company or any of their respective Subsidiaries), or assign any right to receive income or permit the filing of any financing statement under the UCC, the PPSA or any other similar notice of Lien under any similar recording or notice statute; provided that the provisions of this Section 10.01 shall not prevent the creation, incurrence, assumption or existence of the following (Liens described below are herein referred to as "Permitted Liens"):

(a) inchoate Liens for taxes, assessments or governmental charges or levies not yet due and Liens for taxes, assessments or governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with GAAP;

(b) Liens in respect of property or assets of any Holding Company or any of their respective Subsidiaries imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's and mechanics' liens and other similar Liens arising in the ordinary course of business, and (i) which do not in the aggregate materially detract from the value of such Holding Company's or such Subsidiary's property or assets or materially impair the use thereof in the operation of the business of such Holding Company or such Subsidiary or (ii) which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien;

(c) Liens in existence on the Effective Date which are listed, and the property subject thereto described, in Schedule 10.01, plus renewals, replacements and extensions of such Liens; provided that (i) the aggregate principal amount of the Indebtedness, if any, secured by such Liens does not increase from that amount outstanding at the time of any such renewal, replacement or extension and (ii) any such renewal, replacement or extension does not encumber any additional assets or properties of any Holding Company or any of their respective Subsidiaries;

(d) (u) Liens created by or pursuant to this Agreement and the Security Documents, (v) Liens created by or pursuant to the First Lien Notes Indenture and the First Lien Notes Security Documents, (w) Liens created by or pursuant to the Refinancing First Lien Notes Indenture and the Refinancing First Lien Notes Security Documents, (x) Liens created by or pursuant to the Second Lien Notes Indenture and the Second Lien Notes Security Documents, (y) Liens created by or pursuant to the Refinancing Second Lien Notes Indenture and the Refinancing Second Lien Notes Security Documents and (z) Liens created by or pursuant to the Qualified Secured Debt Documents (in each case in respect of preceding clauses (v), (w), (x), (y) and (z), subject to the terms of the Intercreditor Agreement);

(e) (i) licenses, sublicenses, leases or subleases granted by any Holding Company or any of their respective Subsidiaries to other Persons not materially interfering with the conduct of the business of any Holding Company or any of their respective Subsidiaries and (ii) any interest or title of a lessor, sublessor or licensor under any lease or license agreement (including any Sale Leaseback permitted by Section 10.02(q)) permitted by this Agreement to which the Borrower or any of its Subsidiaries is a party;

(f) Liens upon assets of the Company or any of its Subsidiaries subject to Capitalized Lease Obligations to the extent such Capitalized Lease Obligations are permitted by Section 10.04(d); provided that (i) such Liens only serve to secure the payment of Indebtedness arising under such Capitalized Lease Obligation and (ii) the Lien encumbering the asset giving rise to the Capitalized Lease Obligation does not encumber any other asset of the Company or any Subsidiary of the Company;

(g) Liens placed upon equipment or machinery improved or acquired after the Effective Date and used in the ordinary course of business of the Company or any of its Subsidiaries and pledged at the time of the improvement or acquisition thereof by the Company or such Subsidiary or within 90 days thereafter to secure Indebtedness incurred to pay all or a portion of the purchase price thereof or cost to improve or to secure Indebtedness incurred solely for the purpose of financing the improvement or acquisition of any such equipment or machinery or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount; provided that (i) the Indebtedness secured by such Liens is permitted by Section 10.04(d) and (ii) in all events, the Lien encumbering the equipment or machinery so improved or acquired does not encumber any other asset of the Company or such Subsidiary;

(h) easements, rights-of-way, restrictions, encroachments and other similar charges or encumbrances, and minor title deficiencies, in each case not securing Indebtedness and not materially interfering with the conduct of the business of any Holding Company or any of their respective Subsidiaries;

(i) "protective" Liens granted in connection with sales permitted hereunder that are intended to be "true sales", or bailment, storage or similar arrangements in which a counterparty holds title to the assets that are the subject of such transaction, including liens granted by the Company or any of its Subsidiaries to the counterparty in In-Transit Crude Oil, which Liens are intended to protect such counterparty in the event that such transaction is recharacterized as a secured financing and attach only to the assets that are subject of such transaction; provided that (x) no assets encumbered by such Liens are commingled with any Eligible Accounts or Eligible Inventory, (y) no proceeds of sales of such assets are comingled with proceeds of sales of Eligible Accounts or Eligible Inventory, and (z) no assets encumbered by such Liens constitute Eligible Accounts or Eligible Inventory;

(j) Liens arising out of the existence of judgments or awards not constituting an Event of Default so long as such Liens are adequately bonded, provided that the aggregate amount of all cash and the Fair Market Value of all other property subject to such Liens does not exceed $35,000,000 at any time outstanding;

(k) statutory and common law landlords' liens under leases to which the Company or any of its Subsidiaries is a party;

(l) Liens (other than Liens imposed under ERISA) incurred in the ordinary course of business in connection with workers compensation claims, unemployment insurance and social security benefits and Liens securing the performance of bids, tenders, leases and contracts in the ordinary course of business, statutory obligations, surety bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business and consistent with past practices (exclusive of obligations in respect of the payment for borrowed money);

(m) Permitted Encumbrances;

(n) Liens on property or assets acquired pursuant to a Permitted Acquisition, or on property or assets of a Subsidiary in existence at the time such Subsidiary is acquired pursuant to a Permitted Acquisition; provided that (i) any Indebtedness that is secured by such Liens is permitted to exist hereunder, and (ii) such Liens are not incurred in connection with, or in contemplation or anticipation of, such Permitted Acquisition and do not attach to any asset of any Holding Company or any other asset of the Company or any of its Subsidiaries;

(o) Liens arising out of any conditional sale, title retention, consignment or other similar arrangements for the sale of goods entered into by the Company or any of its Subsidiaries in the ordinary course of business to the extent such Liens do not attach to any assets other than the goods subject to such arrangements;

(p) Liens (i) incurred in the ordinary course of business in connection with the purchase or shipping of goods or assets (or the related assets and proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets, and (ii) in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(q) subject to the terms of any Cash Management Control Agreement, bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Holding Company or any of their respective Subsidiaries, in each case granted in the ordinary course of

business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank or banks with respect to cash management and operating account arrangements;

(r) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 10.04;

(s) Liens on earnest money deposits made in connection with any letter of intent or purchase agreement permitted hereunder;

(t) Liens which arise by operation of law in favor of a Person that is an "interest owner" that provides crude oil or gas products to the Company or any of its Subsidiaries;

(u) Liens on cash or Cash Equivalents securing obligations under Interest Rate Protection Agreements and Other Hedging Agreements permitted hereunder, provided that such cash and Cash Equivalents are held in accounts segregated from any cash, Cash Equivalents or other assets constituting ABL Priority Collateral;

(v) Liens on metals and the right to receive metals arising out of a Sale Leaseback permitted under Section 10.02(q) of a catalyst necessary or useful for the operation of refinery assets of the Company and its Subsidiaries, securing obligations of the Company or such Subsidiary in respect of such Sale Leaseback, provided that such Liens do not encumber any assets other than the catalyst and the related metals and proceeds of the foregoing;

(w) any customary encumbrance or restriction (including customary put and call arrangements) with respect to Equity Interests of any joint venture (other than in respect of the Equity Interests of a Credit Party) or similar arrangement pursuant to any joint venture or similar agreement permitted hereunder;

(x) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(y) Liens permitted by the Cross Easement Agreement, dated as of October 25, 2007, between Fertilizer LLC and Refining LLC, as such agreement is in effect on the Effective Date and as the same may be amended, restated, modified, supplemented and/or replaced from time to time thereafter so long as any such amendment, restatement, modification, supplement or replacement is not adverse to the interests of the Lenders in any material respect;

(z) Liens on cash and Cash Equivalents securing Indebtedness permitted under Section 10.04(v), provided that (i) the aggregate amount of all cash and Cash Equivalents subject to such Liens do not exceed 105% of the aggregate principal amount of all such outstanding Indebtedness at any time and (ii) such cash and Cash Equivalents are held in accounts segregated from any cash, Cash Equivalents or other assets constituting ABL Priority Collateral;

(aa) Liens deemed to exist in connection with Investments in repurchase agreements permitted hereunder; provided that such Liens do not extend to any assets other than the Cash Equivalents that are the subject of such repurchase agreement;

(bb) Liens arising from precautionary UCC financing statement filings regarding operating leases entered into in the ordinary course of business; and

(cc) additional Liens (other than over ABL Priority Collateral) of the Company or any of its Subsidiaries not otherwise permitted by this Section 10.01 that do not secure obligations in excess of $25,000,000 in the aggregate for all such Liens at any time. In connection with the granting of Liens of the type described in clauses (c), (f), (g), (i) and (n) of this Section 10.01 by the Company of any of its Subsidiaries, the Administrative Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate by it in connection therewith (including by executing appropriate lien releases or lien subordination agreements in favor of the holder or holders of such Liens, in either case solely with respect to the item or items of equipment or other assets subject to such Liens).

10.02. Consolidation, Merger, Purchase or Sale of Assets, etc. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, wind up, liquidate or dissolve its affairs or enter into any partnership, joint venture, or transaction of merger or consolidation, or convey, sell, lease or otherwise dispose of all or any part of its property or assets, or enter into any Sale Leaseback, or purchase or otherwise acquire (in one or a series of related transactions) any part of the property or assets (other than purchases or other acquisitions of inventory, materials, equipment, goods and services in the ordinary course of business) of any Person (or agree to do any of the foregoing at any future time), except that:

(a) Capital Expenditures by the Company and its Subsidiaries shall be permitted (other than Capital Expenditures constituting a Permitted Acquisition);

(b) the Company and its Subsidiaries may sell inventory in the ordinary course of business;

(c) the Company and its Subsidiaries may liquidate or otherwise dispose of obsolete or worn-out property in the ordinary course of business;

(d) Investments may be made to the extent permitted by Section 10.05;

(e) the Company and its Subsidiaries may sell assets (other than the capital stock or other Equity Interests of any Borrower or any Subsidiary Guarantor, unless, in the case of a Borrower (other than the Company) or a Subsidiary Guarantor, all of the capital stock or other Equity Interests of such Borrower or Subsidiary Guarantor are sold in accordance with this clause (e)), so long as (i) no Default or Event of Default then exists or would result therefrom, (ii) each such sale is in an arm's-length transaction and the Company or the respective Subsidiary receives at least Fair Market Value, (iii) the consideration received by the Company or such Subsidiary consists of at least 75% (or, in the case of ABL Priority Collateral, 100%) cash or Cash Equivalents and is paid at the time of the closing of such sale, (iv) the Net Sale Proceeds therefrom are applied as (and to the extent) required by Section 5.02(c) and (v) unless the Payment Conditions are satisfied both before and after giving effect to such sale, the aggregate amount of the cash and non-cash proceeds received from all assets sold pursuant to this clause (e) shall not exceed $35,000,000 in any Fiscal Year of the Company; provided, however, notwithstanding the foregoing, in no event shall (i) the Equity Interests of the Company be sold pursuant to this clause (e), (ii) all or substantially all of the assets of the Company and its Subsidiaries (taken as a whole) be sold pursuant to this clause (e) or (iii) the Coffeyville Refinery be sold pursuant to this clause (e);

(f) the Company and its Subsidiaries may lease (as lessee) or license (as licensee) real or personal property (so long as any such lease or license does not create a Capitalized Lease Obligation except to the extent permitted by Section 10.04(d));

(g) the Company and its Subsidiaries may sell or discount, in each case without recourse and in the ordinary course of business, accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof and not as part of any financing transaction;

(h) the Company and its Subsidiaries may grant licenses, sublicenses, leases or subleases to other Persons not materially interfering with the conduct of the business of the Company or any of its Subsidiaries, in each case so long as no such grant otherwise affects the Collateral Agent's security interest in the asset or property subject thereto;

(i) the Company or any Subsidiary of the Company may convey, sell or otherwise transfer all or any part of its business, properties and assets to any Qualified Credit Party (except that Qualified Credit Parties that are not Fertilizer Entities may not transfer assets to Qualified Credit Parties that are Fertilizer Entities other than in the ordinary course of business and on a basis consistent with past practices), so long as any security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Documents in the assets so transferred shall remain in full force and effect and perfected (to at least the same extent as in effect immediately prior to such transfer) and all actions required to maintain said perfected status have been taken;

(j) any Subsidiary of the Company may merge or consolidate with and into, or be dissolved or liquidated into, any Qualified Credit Party (except that (x) ABL Priority Collateral may only be transferred among Borrowers and (y) Fertilizer Entities may only merge and consolidate with, or be dissolved or liquidated into, other Fertilizer Entities), so long as (i) in the case of any such merger, consolidation, dissolution or liquidation involving the Company, the Company is the surviving or continuing entity of any such merger, consolidation, dissolution or liquidation, (ii) in the case of any such merger, consolidation, dissolution or liquidation involving another Borrower, such Borrower is the surviving or continuing entity of any such merger, consolidation, dissolution or liquidation, (iii) in all other cases, a Qualified Credit Party is the surviving or continuing corporation of any such merger, consolidation, dissolution or liquidation, and (iv) any security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Documents in the assets of such Subsidiary shall remain in full force and effect and perfected (to at least the same extent as in effect immediately prior to such merger, consolidation, dissolution or liquidation) and all actions required to maintain said perfected status have been taken;

(k) any Subsidiary of the Company that is not a Credit Party may merge or consolidate with and into, or be dissolved or liquidated into, any other Subsidiary of the Company that is not a Credit Party, so long as (i) in the case of any such merger, consolidation, dissolution or liquidation involving a Wholly-Owned Subsidiary of the Company, a Wholly-Owned Subsidiary of the Company is the surviving or continuing entity of any such merger, consolidation, dissolution or

liquidation, and (ii) to the extent that the Collateral Agent has a pledge of the Equity Interests of either of the Subsidiaries subject to such transaction pursuant to the Pledge and Security Agreement, such pledge shall continue in the Equity Interests of the surviving or continuing entity of any such merger, consolidation, dissolution or liquidation and all actions required to maintain said pledge have been taken;

(l) Permitted Acquisitions may be consummated in accordance with the requirements of Section 9.13;

(m) the Holding Companies and their respective Subsidiaries may liquidate or otherwise dispose of Cash Equivalents in the ordinary course of business, in each case for cash at Fair Market Value;

(n) subject to Section 10.14, the Permitted Fertilizer Event may be consummated;

(o) following the Permitted Fertilizer Event, the Company may from time to time sell common units or other Equity Interests which it owns in the MLP;

(p) (i) the Company and any of its Subsidiaries may acquire CVR GP or any Equity Interests thereof in connection with the Permitted Fertilizer Event so long as the aggregate consideration for such purchase does not exceed $26,100,000 and (ii) the Company and CVR Special GP may exchange the special units that they hold in the MLP for common units and/or other Equity Interests in the MLP so long as no cash or other asset consideration is given in connection therewith; and

(q) the Company and its Subsidiaries may engage in Sale Leasebacks (other than in respect of ABL Priority Collateral) so long as (i) no Default or Event of Default then exists or would result therefrom, (ii) each such Sale Leaseback is in an arm's-length transaction and the Company or the respective Subsidiary receives at least Fair Market Value, (iii) the consideration received by the Company or such Subsidiary consists of at least 75% cash and is paid at the time of the closing of such Sale Leaseback and (iv) the aggregate amount the cash and non-cash proceeds received from all Sale Leasebacks pursuant to this clause (q) shall not exceed $20,000,000.

To the extent the Required Lenders waive the provisions of this Section 10.02 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 10.02 (other than to any Holding Company or a Subsidiary thereof), such Collateral shall be sold free and clear of the Liens created by the Security Documents, and the Administrative Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate in order to effect and/or evidence the foregoing.

Notwithstanding anything to the contrary contained above in this Section 10.02 or elsewhere in this Agreement, the Holding Companies and any of their respective Subsidiaries shall not be permitted to sell or transfer the Equity Interests of, or all or substantially all of the assets of, any Borrower, unless all Obligations owing by such Borrower have been paid in full in cash or such Obligations shall have been assumed by the other Borrowers pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent.

10.03. Dividends. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, authorize, declare or pay any Dividends with respect to any Holding Company or any of their respective Subsidiaries, except that:

(a) (i) any Subsidiary of the Company may pay cash Dividends to the Company or to any Wholly-Owned Subsidiary of the Company and (ii) any Holding Company may pay cash Dividends to any other Holding Company;

(b) any Non-Wholly-Owned Subsidiary of the Company may pay cash Dividends to its shareholders, members or partners generally, so long as the Company or its respective Subsidiary which owns the Equity Interest in the Subsidiary paying such Dividends receives at least its proportionate share thereof (based upon its relative holding of the Equity Interest in the Subsidiary paying such Dividends and taking into account the relative preferences, if any, of the various classes of Equity Interests of such Subsidiary);

(c) the Company may pay cash Dividends to any Holding Company (and such Holding Company may pay cash Dividends to Parent), so long as the proceeds thereof are promptly used by such Holding Company (or Parent) to pay legal, accounting and reporting expenses in the ordinary course of business, reasonable and customary general administrative costs and expenses and to pay reasonable and customary directors fees and expenses in the ordinary course of business and directly related to the Holding Companies' (or Parent's) ownership of the Company and its Subsidiaries and fees and expenses related to any equity or debt offering or acquisition;

(d) the Company may pay cash Dividends to any Holding Company (and such Holding Company may pay cash Dividends to Parent) at the times and in the amounts necessary to enable such Holding Company (or Parent) to pay its tax obligations; provided that (x) the amount of cash Dividends paid pursuant to this clause (d) to enable such Holding Company (or Parent) to pay Federal and state income taxes at any time shall not exceed the lesser of (i) the amount of such Federal and state income taxes actually owing by such Holding

Company at such time for the respective period based on the results of operations of the Company and its Subsidiaries and (ii) to the extent that any portion of such cash Dividend is to be paid to Parent for its tax obligations, the amount of such Federal and state income taxes actually owing by Parent at such time for the respective period and (y) any refunds received by such Holding Company (or Parent) shall promptly be returned by such Holding Company (or Parent) to the Company;

(e) the Company may pay cash Dividends to any Holding Company (and such Holding Company may pay cash Dividends to Parent) in an aggregate amount for all such Dividends (together with the aggregate amount of all Intercompany Loans made pursuant to Section 10.05(h) for such purpose) not to exceed the sum of (I) $10,000,000 in any Fiscal Year of the Company plus (II) the cash proceeds of key man life insurance policies received after the Effective Date to the extent utilized for the purposes described in this clause (e), in each case for the purpose of (i) enabling such Holding Company (or Parent) to redeem, repurchase or otherwise acquire for value, and such Holding Company may redeem, repurchase or otherwise acquire for value (and such Holding Company may pay a cash Dividend to Parent for the purpose of enabling Parent to redeem, repurchase or otherwise acquire for value), outstanding shares of capital stock of such Holding Company (or Parent) (or options or warrants to purchase capital stock of such Holding Company (or Parent)) following the death, disability or termination of employment of officers, directors or employees of any Holding Company or any of their respective Subsidiaries and (ii) such Holding Company to make payments on Shareholder Subordinated Notes theretofore issued as permitted by this Section 10.03(e), provided that (x) the only consideration paid by such Holding Company in respect of such redemptions, purchases or other payments shall be cash and Shareholder Subordinated Notes, and (y) at the time of any cash Dividend, purchase or payment permitted to be made pursuant to this Section 10.03(e), including any cash payment made under a Shareholder Subordinated Note, no Default or Event of Default shall then exist or result therefrom;

(f) each Holding Company may pay regularly scheduled Dividends on its Preferred Equity pursuant to the terms thereof solely through the issuance of additional shares of such Preferred Equity (but not in cash), provided that in lieu of issuing additional shares of such Preferred Equity as Dividends, such Holding Company may increase the liquidation preference of the shares of Preferred Equity in respect of which such Dividends have accrued;

(g) any Holding Company may pay Dividends in exchange for, or out of the cash proceeds of the substantially concurrent sale for cash of, Equity Interests of any Holding Company or any direct or indirect parent of any Holding Company (other than Equity Interests sold to another Holding Company, the Company or a Subsidiary or an Unrestricted Subsidiary of the Company or to an employee stock ownership plan or any trust established by Company, any Holding Company or any Subsidiary or Unrestricted Subsidiary thereof);

(h) the Company and each Holding Company may pay additional cash Dividends so long as the Payment Conditions are satisfied both before and after giving effect to the payment of such Dividends;

(i) so long as no Default or Event of Default then exists or would result therefrom, the Company may pay cash Dividends to one or more of the Holding Companies in an aggregate amount for all such Dividends not to exceed $20,000,000 in any Fiscal Year of the Company (and such Holding Companies may pay cash Dividends to Parent) to the extent necessary to permit Parent to make regularly scheduled payments of interest (and solely to make such payments as and when due) under any Indebtedness issued by Parent;

(j) the Company and each Holding Company may pay Dividends within 60 days after the date of declaration thereof if at said date of declaration such Dividend would have complied with the provisions of this Section 10.03; and

(k) any Holding Company may repurchase its Equity Interests that may be deemed to occur (i) upon the exercise of options or warrants if such Equity Interests represent all or a portion of the exercise price thereof and (ii) in connection with the withholding of a portion of the Equity Interests granted or awarded to a director or an employee to pay for the taxes payable by such director or employee upon such grant or award shall be permitted so long as in any such case, no cash is paid by any Holding Company or Subsidiary thereof in respect of the repurchase of any such Equity Interests.

10.04. Indebtedness. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, contract, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness incurred pursuant to this Agreement and the other Credit Documents;

(b) Existing Indebtedness outstanding on the Effective Date and listed on Schedule 8.21, plus subsequent extensions, renewals or refinancings thereof; provided that the aggregate principal amount of the Indebtedness to be extended, renewed or refinanced does not increase from that amount outstanding at the time of any such extension, renewal or refinancing and, provided further, that any Intercompany Debt listed on Schedule 8.21 (and subsequent extensions,

refinancings, renewals, replacements and refundings thereof shall be subject to the requirements of Section 10.05(h);

(c) Indebtedness (i) of the Company under Interest Rate Protection Agreements entered into with respect to other Indebtedness permitted under this Section 10.04 and (ii) of the Company and its Subsidiaries under Other Hedging Agreements entered into in the ordinary course of business and providing protection to the Company and its Subsidiaries against fluctuations in currency values or commodity prices in connection with the Company's or any of its Subsidiaries' operations, in either case so long as the entering into of such Interest Rate Protection Agreements or Other Hedging Agreements are *bona fide* hedging activities and are not for speculative purposes;

(d) (x) Indebtedness of the Company and its Subsidiaries evidenced by Capitalized Lease Obligations and purchase money Indebtedness described in Sections 10.01(f) and (g) and (y) Indebtedness of the Company and its Subsidiaries in respect of any obligations under Synthetic Leases; provided that in no event shall the sum of the aggregate principal amount of all such Indebtedness permitted by this clause (d) exceed the greater of (i) 2.0% of Consolidated Total Assets at the time of incurrence of such Indebtedness and (ii) $30,000,000 at any time outstanding;

(e) Indebtedness constituting Intercompany Loans to the extent permitted by Sections 10.05(h);

(f) Indebtedness consisting of unsecured guaranties by the Qualified Credit Parties of each other's Indebtedness and lease and other contractual obligations permitted under this Agreement;

(g) Indebtedness of a Subsidiary of the Company acquired pursuant to a Permitted Acquisition (or Indebtedness assumed at the time of a Permitted Acquisition of an asset securing such Indebtedness), plus subsequent extensions, renewals or refinancings thereof; provided that the aggregate principal amount of the Indebtedness to be extended, renewed or refinanced does not increase from that amount outstanding at the time of any such extension, renewal or refinancing; provided, further, that (i) such Indebtedness was not incurred in connection with, or in anticipation or contemplation of, such Permitted Acquisition and (ii) the aggregate principal amount of all Indebtedness permitted by this clause (g) shall not exceed, unless the Qualified Debt Conditions are satisfied at the time that any Indebtedness is incurred, extended, renewed or refinanced pursuant to this clause (g), $25,000,000 at any one time outstanding;

(h) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business, so long as such Indebtedness is extinguished within four Business Days of the incurrence thereof;

(i) Indebtedness of the Company and its Subsidiaries with respect to performance bonds, surety bonds, appeal bonds or customs bonds required in the ordinary course of business or in connection with the enforcement of rights or claims of the Company or any of its Subsidiaries or in connection with judgments that do not result in a Default or an Event of Default;

(j) Indebtedness of any Holding Company under Shareholder Subordinated Notes so long as the aggregate principal amount of all such Shareholder Subordinated Notes does not exceed $5,000,000 at any time outstanding;

(k) Indebtedness owed to any Person providing property, casualty, liability or other insurance to the Company or any of its Subsidiaries, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only for a period not exceeding twelve months;

(l) Indebtedness of the Company or any of its Subsidiaries which may be deemed to exist in connection with agreements providing for indemnification, purchase price adjustments and similar obligations in connection with the acquisition or disposition of assets in accordance with the requirements of this Agreement, so long as any such obligations are those of the Person making the respective acquisition or sale, and are not guaranteed by any other Person except as permitted by Section 10.04(f);

(m) Indebtedness of the Company, the other Borrowers and the Guarantors under (x) the First Lien Notes in an aggregate principal amount not to exceed $247,500,000 (as reduced by any repayments or prepayments of principal thereof made on or after the Effective Date) and (y) the Refinancing First Lien Notes (as reduced by any repayments or prepayments of principal thereof made after the incurrence thereof);

(n) Indebtedness of the Company, the other Borrowers and the Guarantors under (x) the Second Lien Notes in an aggregate principal amount not to exceed $225,000,000 (as reduced by any repayments or prepayments of principal thereof made on or after the Effective Date) and (y) the Refinancing Second Lien Notes (as reduced by any repayments or prepayments of principal thereof made after the incurrence thereof);

(o) so long as the Qualified Debt Conditions are satisfied at the time of the incurrence thereof, Indebtedness of the Company the proceeds of which are concurrently used to finance a Permitted Acquisition and to pay the fees and expenses related thereto, plus subsequent extensions, renewals or refinancings thereof; provided that (i) the aggregate principal amount of the Indebtedness to be extended, renewed or refinanced does not increase from that amount outstanding at the time of any such extension, renewal or refinancing and (ii) the Qualified Debt Conditions are satisfied at the time of the subsequent extension, renewal or refinancing;

(p) so long as no Default or Event of Default then exists or would result therefrom, unsecured Indebtedness incurred by the Company and its Subsidiaries, including unsecured extensions, renewals and refinancings thereof by the Company and its Subsidiaries, in an aggregate principal amount for all such Indebtedness not to exceed the greater of (i) 3.5% of Consolidated Total Assets at the time of the incurrence of any such Indebtedness and (ii) $50,000,000 at any time outstanding; provided, however, if, at the time of any subsequent extension, renewal or refinancing of any Indebtedness theretofore incurred and outstanding in accordance with this clause (p), the aggregate principal amount of all Indebtedness that would be outstanding under this clause (p) would exceed 3.5% of Consolidated Total Assets at such time, then such extended, renewed or refinanced Indebtedness may be incurred so long as (A) no Default or Event of Default then exists or would result therefrom, (B) the aggregate principal amount of the Indebtedness to be so extended, renewed or refinanced shall not increase from that aggregate principal amount outstanding at the time of any such extension, renewal or refinancing and (C) such Indebtedness as so extended, renewed or refinanced shall not have a final maturity that is earlier than, or a weighted average life to maturity that is shorter than, the final maturity or remaining weighted average life to maturity, as applicable, of the Indebtedness to be so extended, renewed or refinanced;

(q) unsecured Indebtedness incurred by the Company and the other Credit Parties, including unsecured extensions, renewals and refinancings thereof by the Company and the other Credit Parties, so long as (i) clauses (i), (ii), (v), (vi) and (vii) of the definition of Qualified Debt Conditions are satisfied, (ii) the Company shall be in compliance with a Total Leverage Ratio of not greater than 4.50:1.00 for the Test Period then most recently ended on a Pro Forma Basis as if such incurrence of Indebtedness had occurred on the first day of (and had remained outstanding throughout) such Test Period and (iii) prior to the date of the incurrence of such Indebtedness, the Company shall have delivered to the Administrative Agent a certificate of an Authorized Officer of the Company certifying as to compliance with preceding clauses (i) and (ii) and demonstrating (in reasonable detail) the calculations required by preceding clause (ii); provided, however, if, at the time of any subsequent extension, renewal or refinancing of any Indebtedness theretofore incurred and outstanding in accordance with this clause (q), the aggregate principal amount of all Indebtedness that would be outstanding under this clause (q) would cause the Total Leverage Ratio for the respective Test Period to exceed 4.50:1.00, then such extended, renewed or refinanced Indebtedness may be incurred so long as (A) the other conditions set forth above in this clause (q) are satisfied at such time, (B) the aggregate principal amount of the Indebtedness to be so extended, renewed or refinanced shall not increase from that aggregate principal amount outstanding at the time of any such extension, renewal or refinancing and (C) such Indebtedness as so extended, renewed or refinanced shall not have a final maturity that is earlier than, or a weighted average life to maturity that is shorter than, the final maturity or remaining weighted average life to maturity, as applicable, of the Indebtedness to be so extended, renewed or refinanced;

(r) additional Indebtedness (including, for this purpose, the aggregate principal amount of outstanding Refinery Revenue Bonds) incurred by the Company and the other Credit Parties, including extensions, renewals and refinancings thereof by the Company and the other Credit Parties, so long as (i) the Qualified Debt Conditions are satisfied, (ii) the aggregate principal amount of all Indebtedness incurred pursuant to this clause (r) shall not exceed at any time outstanding the greater of (x) $450,000,000 and (y) that amount of Indebtedness that may be incurred by the Company at such time such that the Total Leverage Ratio shall not exceed (A) at any time prior to April 1, 2012, 2.00:1.00 or (B) at any time from and after April 1, 2012, 1.75:1.00, in either case for the Test Period then most recently ended on a Pro Forma Basis as if such incurrence of Indebtedness had occurred on the first day of (and had remained outstanding throughout) such Test Period and (iii) prior to the date of the incurrence of such Indebtedness, the Company shall have delivered to the Administrative Agent a certificate of an Authorized Officer of the Company certifying as to compliance with preceding clauses (i) and (ii) and demonstrating (in reasonable detail) the calculations required by preceding clause (ii); provided, however, if, at the time of any subsequent extension, renewal or refinancing of any Indebtedness theretofore incurred and outstanding in accordance with this clause (r), the aggregate principal amount of all Indebtedness that would be outstanding under this clause (r) would cause the Total Leverage Ratio for the respective Test Period to exceed 2.00:1.00 (if prior to April 1, 2012) or 1.75:1.00 (if from and after April 1, 2012), as applicable, then such extended, renewed or refinanced Indebtedness may be incurred so long as (A) the other conditions set forth above in this clause (r) are satisfied at such time, (B) the aggregate principal amount of the Indebtedness to be so extended, renewed or refinanced shall not increase from that aggregate principal amount outstanding at the time of any such extension, renewal or refinancing and (C) such Indebtedness as so extended, renewed or refinanced shall not have a final maturity that is earlier than, or a weighted average life to maturity that is shorter than, the final maturity or remaining weighted average life to maturity, as applicable, of the Indebtedness to be so extended, renewed or refinanced;

(s) Indebtedness of the Company or any Subsidiary of the Company consisting of take-or-pay

obligations contained in supply arrangements incurred in the ordinary course of business and on a basis consistent with past practice;

(t) unsecured guarantees incurred by the Company and its Subsidiaries in the ordinary course of business in respect of obligations of suppliers, customers, franchisees, lessors and licensees of the Company and its Subsidiaries that, in each case, are non-Affiliates of any Holding Company or Subsidiary thereof;

(u) Capitalized Lease Obligations incurred by the Company and its Subsidiaries in connection with any Sale and Leaseback Transaction permitted under Section 10.02(q) in an aggregate amount not to exceed $20,000,000; and

(v) Indebtedness of the Company and its Subsidiaries in respect of letters of credit issued to support crude oil purchases (other than Letters of Credit) in an aggregate amount (including unpaid drawings in respect thereof) not to exceed $50,000,000 at any time outstanding.

10.05. Advances, Investments and Loans. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, lend money or credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other Equity Interest in, or make any capital contribution to, any other Person, or purchase or own a futures contract or otherwise become liable for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or hold any cash or Cash Equivalents (each of the foregoing an "Investment" and, collectively, "Investments"), except that the following shall be permitted:

(a) the Company and its Subsidiaries may acquire and hold accounts receivables owing to any of them, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms of the Company or such Subsidiary;

(b) the Holding Companies and their respective Subsidiaries may acquire and hold cash and Cash Equivalents;

(c) the Holding Companies and their respective Subsidiaries may hold the Investments held by them on the Effective Date and described on Schedule 10.05; provided that any additional Investments made with respect thereto shall be permitted only if permitted under the other provisions of this Section 10.05;

(d) the Company and its Subsidiaries may acquire and own investments (including debt obligations) received in connection with the bankruptcy or reorganization of suppliers and customers and in good faith settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(e) the Company and its Subsidiaries may make loans and advances to their officers, directors and employees for moving, relocation and travel expenses and other similar expenditures, in each case in the ordinary course of business in an aggregate amount not to exceed $5,000,000 at any time (determined without regard to any write-downs or write-offs of such loans and advances);

(f) the Holding Companies and their respective Subsidiaries may acquire and hold obligations of their officers and employees in connection with such officers' and employees' acquisition of shares of any Holding Company Common Stock (so long as no cash is actually advanced by any Holding Company or any of their respective Subsidiaries in connection with the acquisition of such obligations);

(g) the Company and its Subsidiaries may enter into Interest Rate Protection Agreements and Other Hedging Agreements to the extent permitted by Section 10.04(c);

(h) (i) any Credit Party may make cash intercompany loans and advances to any other Credit Party (other than any Holding Company), (ii) any Subsidiary of the Company which is not a Credit Party may make cash intercompany loans and advances to any Credit Party or any other Subsidiary which is not a Credit Party, (iii) any Credit Party may make cash intercompany loans and advances to any Subsidiary which is not a Credit Party, (iv) any Holding Company may make cash intercompany loans and advances to any other Holding Company and (v) in lieu of paying Dividends pursuant to Sections 10.03(c), (d) and (e), any Qualified Credit Party may make intercompany loans and advances to any Holding Company (and any Holding Company may make intercompany loans and advances to Parent) for the purposes of, and subject to the same terms, conditions and limitations contained in, such Sections 10.03(c), (d) and (e) (such intercompany loans and advances referred to in preceding clauses (i) through (v), collectively, the "Intercompany Loans"); provided, that (A) the Intercompany Loans made pursuant to preceding subclause (iii) of this clause (h) shall not exceed, when added to the aggregate amount of Investments made pursuant to Section 10.05(i)(iv), $15,000,000 in the aggregate at any time outstanding (determined without regard to any write-offs or write-downs thereof) and may not be made at any time during the existence of a Default or an Event of Default, (B) each Intercompany Loan shall be evidenced by an Intercompany Note, (C) each such

Intercompany Note owned or held by a Credit Party shall be pledged to the Collateral Agent pursuant to the Pledge Agreement, (D) each Intercompany Loan made to a Credit Party shall be subject to the subordination provisions attached as an Annex to the respective Intercompany Note and (E) any Intercompany Loans made to any Credit Party or other Subsidiary of the Company pursuant to this clause (h) shall cease to be permitted by this clause (h) if such Credit Party or other Subsidiary of the Company ceases to constitute a Credit Party or a Subsidiary of the Company, as the case may be;

(i) (i) any Holding Company may make cash capital contributions to any other Holding Company or to the Company, (ii) the Qualified Credit Parties may make cash capital contributions to, or acquire Equity Interests of, any other Qualified Credit Party (other than the Company), (iii) any Subsidiary of the Company that is not a Credit Party may make cash capital contributions to, or acquire Equity Interests of, other Subsidiaries of the Company that are not Credit Parties and (iv) any Qualified Credit Party may make cash capital contributions to, or acquire Equity Interests of, any Subsidiary that is not a Credit Party; provided that (A) the aggregate amount of any contributions to, or acquisition of the Equity Interests of, Subsidiaries of the Company that are not Credit Parties by Qualified Credit Parties, when added to the aggregate amount of outstanding Intercompany Loans under Section 10.05(h)(iii), shall not exceed $15,000,000 (determined without regard to any write-offs or write-downs thereof) and may not be made at any time during the existence of a Default or an Event of Default, (B) any security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Documents in any assets so contributed shall remain in full force and effect and perfected (to at least the same extent as in effect immediately prior to such contribution) and all actions required to maintain said perfected status have been taken and (C) any Investment made in or to any Qualified Credit Party or any other Subsidiary of the Company pursuant to this clause (i) shall cease to be permitted hereunder if such Qualified Credit Party or other Subsidiary of the Company ceases to constitute a Qualified Credit Party or a Subsidiary of the Company, as the case may be;

(j) the Holding Companies and their respective Subsidiaries may own the Equity Interests of their respective Subsidiaries created or acquired in accordance with the terms of this Agreement (so long as all amounts invested in such Subsidiaries are independently justified under another provision of this Section 10.05);

(k) guarantees permitted hereunder to the extent constituting Investments;

(l) (i) Permitted Acquisitions shall be permitted in accordance with the requirements of Section 9.13 and (ii) Investments then held by any Person acquired in a Permitted Acquisition to the extent that such Investments were not made in contemplation of or in connection with such Permitted Acquisition;

(m) the Company and its Subsidiaries may receive and hold promissory notes and other non-cash consideration received in connection with any asset sale permitted by Sections 10.02(e) and (q);

(n) the Company and its Subsidiaries may make advances in the form of a prepayment of expenses to vendors, suppliers and trade creditors consistent with their past practices, so long as such expenses were incurred in the ordinary course of business of the Company or such Subsidiary;

(o) the Company and its Subsidiaries may acquire and hold Investment Grade Securities;

(p) the Company and/or its Subsidiaries may (i) effect the purchase set forth, and in accordance with the terms of, Section 10.02(p) and (ii) continue to hold Investments received by them from the Permitted Fertilizer Event, including common units and other Equity Interests which the Company and its Subsidiaries will receive in the MLP;

(q) the Company and its Subsidiaries may make Investments to the extent acquired in exchange for the issuance of Equity Interests of any Holding Company, Parent or any direct or indirect parent of any Holding Company;

(r) the Company and its Restricted Subsidiaries may make Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(s) the Company and its Restricted Subsidiaries may make Capital Expenditures consisting of purchases and acquisitions of inventory, supplies, material or equipment in the ordinary course of business;

(t) the Company and its Subsidiaries may make other Investments in any Person having an aggregate Fair Market Value (measured on the date such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (t) since the Effective Date, not to exceed $25,000,000; and

(u) so long as the Payment Conditions are satisfied both before and after giving effect to such Investments, the Company and its Subsidiaries may make additional Investments not otherwise permitted under this Section 10.05.

10.06. Transactions with Affiliates. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, enter into any transaction or series of related transactions with any Affiliate of any Holding Company or any of their respective Subsidiaries, other than in the ordinary course of business and on terms and conditions substantially as favorable to such Holding Company or such Subsidiary as would reasonably be obtained by such Holding Company or such Subsidiary at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except that the following in any event shall be permitted:

(a) Dividends may be paid to the extent provided in Section 10.03;

(b) loans may be made and other transactions may be entered into by the Holding Companies and their respective Subsidiaries to the extent permitted by Sections 10.02, 10.04 and/or 10.05;

(c) customary fees, indemnities and reimbursements may be paid to non-officer directors of the Holding Companies and their respective Subsidiaries;

(d) each of the Holding Companies may issue shares of its Equity Interests otherwise permitted to be issued hereunder;

(e) the Holding Companies and their respective Subsidiaries may enter into, and may make payments under, employment, consulting, service or termination agreements, employee benefits plans, stock option plans, indemnification provisions and other similar compensatory arrangements with current, former or future officers, employees and directors of the Holding Companies and their respective Subsidiaries in the ordinary course of business;

(f) Subsidiaries and Unrestricted Subsidiaries of the Company may pay management fees, licensing fees and similar fees to the Company;

(g) subject to Section 10.14, the Permitted Fertilizer Event;

(h) any contracts, instruments or other agreements or arrangements in each case as in effect on the Effective Date as set forth on Schedule 10.06(h), and any transactions pursuant thereto or in the ordinary course of business, or any amendment, modification or supplement thereto or any replacement thereof entered into from time to time, so long as such agreement or arrangement as so amended, modified, supplemented or replaced, taken as a whole, is not more disadvantageous in any material respect to the Holding Companies and their respective Subsidiaries at the time executed than the original agreement or agreement as in effect on the Effective Date;

(i) any contracts, agreements or other arrangements solely among Qualified Credit Parties to the extent that such underlying transactions are otherwise permitted under this Agreement;

(j) any guarantee by Parent or any other direct or indirect parent company of any Holding Company of Indebtedness of any Holding Company or any of its Subsidiaries otherwise permitted hereunder so long as (i) no cash or other consideration is given by any Holding Company or any Subsidiary thereof in exchange for such guarantee and (ii) any rights of subrogation of the Parent or such other direct or indirect parent company in respect thereto shall be subordinated to the Obligations on a basis reasonably satisfactory to the Administrative Agent and may not be exercised until all Obligations have been paid in full; and

(k) any transaction between the Borrowers and the Holding Companies, on the one hand, and MLP and its Subsidiaries, on the other hand, in accordance with the agreements set out in Schedule 10.06(k) so long as such transactions are not otherwise prohibited by this Agreement.

Notwithstanding anything to the contrary contained above in this Section 10.06, in no event shall any Holding Company or any of their respective Subsidiaries pay any management, consulting or similar fee to any of their respective Affiliates except as specifically provided in clause (f) of this Section 10.06.

10.07. Fixed Charge Coverage Ratio. (a) During each Compliance Period, the Company shall not permit (i) the Fixed Charge Coverage Ratio for the last Test Period ended prior to the beginning of such Compliance Period for which financial statements are available to be less than 1.00:1.00, (ii) the Fixed Charge Coverage Ratio for any Test Period for which financial statements first become available during such Compliance Period to be less than 1.00:1.00 or (iii) the Fixed Charge Coverage Ratio for any Test Period ending during such Compliance Period (or before such Compliance Period and after the Test Period referenced in clause (i) above) to be less than 1.00:1.00. Within three Business Days after the beginning of a Compliance Period, the Company shall provide to the Administrative Agent a compliance certificate (whether or not a Compliance Period is in effect on the date such compliance certificate is required to be delivered) calculating the Fixed Charge

Coverage Ratio for the Test Period for which financial statements are required to be delivered ended immediately prior to the beginning of such Compliance Period based on the most recent financial statements required to be delivered pursuant to Section 9.01(a), 9.01(b) or 9.01(c), as the case may be.

(b) Right to Cure. (A) Notwithstanding anything to the contrary contained in Section 10.07(a), in the event that the Company shall fail to comply with the requirements of such Section 10.07(a) in respect of any Test Period, until the expiration of the 10th day subsequent to the due date for delivery of the financial statements and related compliance certificate for such Test Period pursuant to Section 9.01(a), 9.01(b) or 9.01(c), as the case may be, and Section 9.01(f), the Holding Companies shall have the right to issue to Parent shares of its Equity Interests permitted to be issued hereunder for cash or otherwise receive from Parent or any other direct or indirect parent company of any Holding Company cash common contributions to its capital (which, or the cash proceeds of which, shall be contributed to the Company). Subject to the limitations set forth in clause (b)(B) below, such amounts shall be added to Consolidated EBITDA for the last fiscal month of the Company for the applicable Test Period and then solely for purposes of determining compliance with Section 10.07(a) for such Test Period and any subsequent Test Period which includes such fiscal month and not for any other purpose under this Agreement (including for calculations testing pro forma compliance with the financial covenant set forth in Section 10.07(a) (whether in connection with the Payment Conditions or otherwise) or the Total Leverage Ratio). If after giving effect to the foregoing recalculation, the Company shall then be in compliance with the requirements of Section 10.07(a) for the applicable Test Period, then the Company shall be deemed to have satisfied the requirements of Section 10.07(a) as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Event of Default which had occurred as a result of such failure shall be deemed cured for all purposes of the Credit Documents.

(B) Notwithstanding anything herein to the contrary, (i) in no event shall the Holding Companies or the Company be entitled to exercise the right described in clause (b)(A) above (x) more than once in any twelve-month period or (y) more than four times in the aggregate, (ii) any cash contribution or issuance of stock described in clause (b)(A) above shall be permitted in an unlimited amount, provided, that the amount added to Consolidated EBITDA for such fiscal month shall be no greater than the amount required to cause the Company to be in compliance with Section 10.07(a) for the applicable Test Period and (iii) to the extent that any cash proceeds received in connection with any exercise of the right described in clause (b)(A) above is used to repay Indebtedness, such Indebtedness shall not be deemed to have been repaid for purposes of calculating the Fixed Charge Coverage Ratio or the Total Leverage Ratio for the period with respect to which such compliance certificate applies or any other compliance certificate including such period or the fiscal month in respect of which Consolidated EBITDA had been so increased

10.08. Modifications of Certificate of Incorporation, By-Laws and Certain Other Agreements; Limitations on Voluntary Payments, etc. Each Holding Company will not, and will not permit any of their respective Subsidiaries to:

(a) make (or give any notice in respect of) any voluntary or optional payment or prepayment on or redemption, repurchase or acquisition for value of, or any prepayment or redemption as a result of any change of control or similar event, asset sale, insurance or condemnation event, debt issuance, equity issuance, capital contribution or similar required "repurchase" event of (including, in each case by way of depositing with the trustee with respect thereto or any other Person money or securities before due for the purpose of paying when due), any First Lien Note, Second Lien Note, Refinancing First Lien Note, Refinancing Second Lien Note or Qualified Debt; provided, however, (v) the Company may deposit proceeds of Notes Priority Collateral in an Asset Sales Proceeds Account and may redeem outstanding First Lien Notes, Refinancing First Lien Notes and Qualified Secured Debt (in each case to the extent that any such Indebtedness has a Lien on the Notes Priority Collateral that is senior to the Lien of the Obligations on such Notes Priority Collateral) in each case as, and to the extent, required by the terms of the First Lien Notes Documents, the Refinancing First Lien Notes Documents or the Qualified Secured Debt Documents, as the case may be, (w) the Company may make any payment or prepayment on, or redemption or acquisition for value of, any First Lien Notes, Second Lien Notes, Refinancing First Lien Notes, the Refinancing Second Lien Notes and Qualified Debt not otherwise permitted under this Section 10.08, so long as the Payment Conditions are satisfied both before and after giving effect to such payment, prepayment, redemption or acquisition for value, (x) the Company may refinance all outstanding First Lien Notes and/or Refinancing First Lien Notes with Refinancing First Lien Notes or Refinancing Second Lien Notes and/or may refinance all outstanding Second Lien Notes and Refinancing Second Lien Notes with Refinancing Second Lien Notes, (y) the Company may refinance outstanding Qualified Debt with other Qualified Debt permitted to be incurred hereunder and (z) the Company may offer to purchase (and may purchase) First Lien Notes and Second Lien Notes as (and to the extent) required under the First Lien Notes Documents and the Second Lien Notes Documents, as applicable (and each as in effect on the Effective Date), in connection with the Permitted Fertilizer Event and, after the Permitted Fertilizer Event, in the event common units or other Equity Interests of the MLP are sold or otherwise disposed of;

(b) amend, modify, change or waive any term or provision of any First Lien Notes Document, any Second Lien Notes Document, any Refinancing First Lien Notes Document, any Refinancing Second Lien Notes Document or

any Qualified Debt Document, in each in a manner which is (i) adverse to the interests of the Lenders in any material respect or (ii) otherwise prohibited by the terms of this Agreement or the Intercreditor Agreement, provided that the First Lien Notes Indenture and the Second Lien Notes Indenture may be amended to modify the Note Indenture Borrowing Base and certain related provisions;

(c) amend, modify or change its certificate or articles of incorporation (including by the filing or modification of any certificate or articles of designation), certificate of formation, limited liability company agreement or by-laws (or the equivalent organizational documents), as applicable, or any agreement entered into by it with respect to its capital stock or other Equity Interests (including any Shareholders' Agreement), or enter into any new agreement with respect to its capital stock or other Equity Interests, unless such amendment, modification, change or other action contemplated by this clause (c) could not reasonably be expected to be adverse to the interests of the Lenders in any material respect, except that, in connection with the Permitted Fertilizer Event, any of the Fertilizer Entities may so amend, modify or change any such organizational documents and other documents so long as same are not otherwise prohibited by the terms of this Agreement; or

(d) amend, modify or change any provision of any Tax Sharing Agreement or enter into any new tax sharing agreement, tax allocation agreement or similar agreement without the prior written consent of the Administrative Agent (other than, in either case, any Tax Sharing Agreement solely among the Company and its Subsidiaries); or

(e) on and after the execution and delivery thereof, amend, modify or waive, or permit the amendment, modification or waiver of, any provision of any Shareholder Subordinated Note; or

(f) make (or give any notice in respect of) any principal or interest payment on, or any redemption or acquisition for value of, any Shareholder Subordinated Note, except (x) to the extent permitted by (and subject to the dollar limitations set forth in) Section 10.03(e) or (y) if the Payment Conditions are satisfied both before and after giving effect to such payment, redemption or acquisition for value.

10.09. Limitation on Certain Restrictions on Subsidiaries. Each Holding Company will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any such Subsidiary to (a) pay dividends or make any other distributions on its capital stock or any other Equity Interest or participation in its profits owned by any Holding Company or any of their respective Subsidiaries, or pay any Indebtedness owed to any Holding Company or any of their respective Subsidiaries, (b) make loans or advances to any Holding Company or any of their respective Subsidiaries or (c) transfer any of its properties or assets to any Holding Company or any of their respective Subsidiaries, except for such encumbrances or restrictions existing under, by reason of or with respect to (i) applicable law, rule, regulation or administrative or court order, (ii) this Agreement and the other Credit Documents, (iii) (v) the First Lien Notes Indenture and the other First Lien Notes Documents, (w) the Second Lien Notes Indenture and the other Second Lien Notes Documents, (x) the Refinancing First Lien Notes Indenture and the other Refinancing First Lien Notes Documents (y) the Refinancing Second Lien Notes Indenture and the other Refinancing Second Lien Notes Documents and (z) the Qualified Debt Documents with respect to Qualified Debt incurred under Sections 10.04(o), (q) and (r) so long as the respective restrictions in such Qualified Debt Documents are no more restrictive in any material respect than the comparable provisions under this Agreement, (iv) customary provisions restricting transfers, subletting or assignment of any property or asset that is a lease governing any leasehold interest of any Holding Company or any of their respective Subsidiaries, (v) customary provisions restricting assignment of any licensing agreement (in which any Holding Company or any of their respective Subsidiaries is the licensee) or other contract entered into by any Holding Company or any of their respective Subsidiaries in the ordinary course of business, (vi) restrictions on the transfer of any asset pending the close of the sale of such asset, (vii) restrictions on the transfer of any asset subject to a Lien permitted by Section 10.01(c), (f), (g), (n), (u) or (z), (viii) any agreement or instrument governing Indebtedness incurred under Section 10.04(g), which encumbrance or restriction is not applicable to any Person or the properties or assets of any Person, other than the Person or the properties or assets of the Person acquired pursuant to the respective Permitted Acquisition and so long as the respective encumbrances or restrictions were not created (or made more restrictive) in connection with or in anticipation of the respective Permitted Acquisition, (ix) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted hereunder and applicable solely to such joint venture, (x) restrictions or encumbrances restricting cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business and (xi) the Partnership Agreement, so long as such restrictions apply only to the MLP, Subsidiaries of the MLP, and the Equity Interests of MLP and its Subsidiaries.

10.10. Limitation on Issuance of Equity Interests. (a) Each Holding Company will not, and will not permit any of their respective Subsidiaries to, issue (i) any Preferred Equity or (ii) any redeemable common stock or other redeemable common Equity Interests other than (x) common stock or other redeemable common Equity Interests that is or are redeemable at the sole option of such Holding Company or such Subsidiary, as the case may be, (y) Qualified Preferred Stock of a Holding Company issued to Parent and (z) for issuances by the Fertilizer Entities in connection with the Permitted Fertilizer Event.

(b) The Holding Companies will not permit any of their respective Subsidiaries to issue any capital stock or other Equity Interests (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, capital stock or other Equity Interests, except (i) for transfers and replacements of then outstanding shares of capital stock or other Equity Interests, (ii) for stock splits, stock dividends and other issuances which do not decrease the percentage ownership of any Holding Company or any of their respective Subsidiaries in any class of the capital stock or other Equity Interests of such Subsidiary, (iii) in the case of Foreign Subsidiaries of any Holding Company, to qualify directors to the extent required by applicable law and for other nominal share issuances to Persons other than the Holding Companies and their respective Subsidiaries to the extent required under applicable law, (iv) for issuances by Subsidiaries of the Company which are newly created or acquired in accordance with the terms of this Agreement and (v) for issuances by the Fertilizer Entities in connection with the Permitted Fertilizer Event.

10.11. Business; etc. (a) Each Holding Company will not, and will not permit any of their respective Subsidiaries to, engage directly or indirectly in any business other than the businesses engaged in by the Holding Companies and their respective Subsidiaries as of the Effective Date and reasonable extensions thereof and businesses ancillary or complimentary thereto.

(b) Notwithstanding the foregoing or anything else in this Agreement to the contrary, no Holding Company will engage in any business or own any significant assets or have any material liabilities other than (i) (x) its ownership of the Equity Interests of any other Holding Company or the Company and (y) holding cash and Cash Equivalents at any time (together with any investment income thereon), so long as the same are promptly paid, distributed, contributed and/or on lent to other Persons as permitted hereunder, (ii) those liabilities which it is responsible for under the Credit Documents to which it is a party to, provided that each Holding Company may engage in those activities that are incidental to (x) the maintenance of its existence in compliance with applicable law and (y) legal, tax and accounting matters in connection with any of the foregoing activities, (iii) the execution of, and performance under, any Credit Documents, (iv) the issuance of any Equity Interests and payment of Dividends, in each case to the extent permitted hereunder, (v) the imposition of Liens permitted under Section 10.01, (vi) opening and maintaining bank accounts, (vii) other activities of any Holding Company that are expressly contemplated or permitted in any Credit Document and (viii) the Holding Companies may become obligors or guarantors under any Indebtedness permitted hereunder issued by the Company, any other Borrower or any Subsidiary Guarantor, and may engage in the execution, delivery and performance of its obligations under all security documents and intercreditor agreements permitted hereunder directly related thereto or necessary in connection therewith, provided that the net proceeds of such Indebtedness is not retained by such Holding Company.

(c) FinCo may not hold any assets, become liable for any obligations or engage in any business activities or operations; provided that FinCo may (A) be a co-obligor with respect to the First Lien Notes and Second Lien Notes or any other Indebtedness permitted to be issued by the Company or any other Credit Party hereunder, and may engage in any activities directly related thereto or necessary in connection therewith and (B) engage in those activities that are incidental to (i) the maintenance of its existence in compliance with applicable law, (ii) legal, tax and accounting matters in connection with any of the foregoing activities, (iii) the execution of, and performance under, any Credit Documents, (iv) the issuance of any equity interests and payment of Dividends, in each case to the extent permitted hereunder, (v) the imposition of Liens permitted to be issued by it under Section 10.01, (vi) opening and maintaining bank accounts and (vii) other activities of FinCo that are expressly contemplated or permitted in any Credit Document.

10.12. Limitation on Creation of Subsidiaries and Unrestricted Subsidiaries. (a) Each Holding Company will not, and will not permit any of their respective Subsidiaries to, establish, create or acquire after the Effective Date any Subsidiary, provided that the Company and its Subsidiaries shall be permitted to establish, create and acquire Subsidiaries to the extent permitted under this Agreement, so long as, in each case, (i) the capital stock or other Equity Interests of such new Subsidiary are promptly pledged pursuant to (but only to the extent required by) the Pledge and Security Agreement and the certificates, if any, representing such stock or other Equity Interests, together with stock or other appropriate powers duly executed in blank, are delivered to the Collateral Agent (but otherwise subject to the terms of the Intercreditor Agreement); provided, that no such pledge shall be required in respect of any of the outstanding capital stock or other Equity Interests of a Controlled Foreign Corporation in excess of 65% of the total combined voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote, (ii) each such new Domestic Subsidiary becomes a party to each of the Pledge and Security Agreement, the Intercreditor Agreement, this Agreement (either as a Subsidiary Guarantor or Borrower as determined by the Administrative Agent) and, to the extent that such Domestic Subsidiary becomes a Borrower hereunder (which only shall be permitted if the same is a Wholly-Owned Domestic Subsidiary and the prior consent of the Administrative Agent is obtained), each Note, in each case by executing and delivering to the Administrative Agent a counterpart of a Joinder Agreement and (iii) each such new Domestic Subsidiary, to the extent requested by the Administrative Agent, takes all actions required pursuant to Section 9.12. In addition, each new Domestic Subsidiary that is required to execute any Credit Document shall execute and deliver, or cause to be executed and delivered, all other relevant documentation (including opinions of counsel) of the type described in Section 6 as such new Domestic Subsidiary would have had to deliver if such new Domestic Subsidiary were a Credit Party on the Effective Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Company will not, and will not permit any of its Subsidiaries to, establish, create or acquire after the Effective Date any Unrestricted Subsidiary, except to the extent that (i) such establishment, creation or acquisition constitutes an Investment permitted under Section 10.05(t) or (u), (ii) such Unrestricted Subsidiary meets all of the requirements of the definition thereof and (iii) the Equity Interests of such Unrestricted Subsidiary, to the extent owned by a Credit Party, are promptly pledged pursuant to (but only to the extent required by) the Pledge and Security Agreement and the certificates, if any, representing such Equity Interests, together with stock or other appropriate powers duly executed in blank, are delivered to the Collateral Agent.

10.13. No Additional Deposit Accounts; etc. Each of the Holding Companies will not, and will not permit any other Credit Party to, directly or indirectly, open, maintain or otherwise have any checking, savings, deposit, securities or other accounts at any bank or other financial institution where cash, Cash Equivalents or other securities are or may be deposited or maintained with any Person, other than (a) the Concentration Accounts set forth on Part A of Schedule 10.13, (b) the Collection Accounts set forth on Part B of Schedule 10.13, (c) the Disbursement Accounts set forth on Part C of Schedule 10.13, (d) the other Deposit Accounts set forth on Part D of Schedule 10.13, (e) the Securities Accounts set forth on Part E of Schedule 10.13, and (f) the Excluded Accounts set forth on Part F of Schedule 10.13; provided that the Company or any other Credit Party may open a new Concentration Account, Collection Account, Disbursement Account, other Deposit Account, Securities Account or Excluded Account not set forth in such Schedule 10.13, so long as prior to opening any such account (i) the Company has delivered an updated Schedule 10.13 to the Administrative Agent listing such new account and (ii) in the case of any new Concentration Account, Collection Account, Disbursement Account, other Deposit Account (other than an Excluded Account) or Securities Account (other than an Excluded Account), the financial institution with which such account is opened, together with the applicable Credit Party which has opened such account and the Collateral Agent have executed and delivered to the Administrative Agent a Cash Management Control Agreement reasonably acceptable to the Administrative Agent.

10.14. Permitted Fertilizer Event. The Borrowers, each Holding Company and each of their respective Subsidiaries shall be permitted to engage in any transaction constituting a Permitted Fertilizer Event notwithstanding anything to the contrary in this Agreement or any other Credit Document so long as (at the time of such Permitted Fertilizer Event (and all transactions related thereto) and immediately after giving effect thereto) each of the following conditions are satisfied:

(a) no Default or Event of Default then exists or would result therefrom;

(b) Excess Availability on the date of such Permitted Fertilizer Event (calculated after giving effect to the Borrowing of any Loans or issuance of any Letters of Credit in connection with such Permitted Fertilizer Event) and Projected Excess Availability shall exceed 20.0% of Availability;

(c) the Company shall be in compliance with a Fixed Charge Coverage Ratio of not less than 1.15:1.00 for the Test Period then most recently ended on a Pro Forma Basis as if such Permitted Fertilizer Event had occurred on the first day of such Test Period;

(d) the Company shall have complied with all requirements in the First Lien Notes Documents and the Second Lien Notes Documents (other than making the offer to purchase First Lien Notes and Second Lien Notes to the extent that such offer is permitted to be made after the consummation of the Permitted Fertilizer Event) relating to such disposition, and the Fertilizer Entities (i) shall have been released (or concurrently with the consummation of the Permitted Fertilizer Event shall be released) from their obligations in respect of the First Lien Notes and the Second Lien Notes or (ii) in the case of CVR GP, if not released, shall become a Credit Party hereunder; and

(e) the Company shall have delivered to the Administrative Agent a certificate of an Authorized Officer of the Company certifying as to compliance with preceding clauses (a) through (d) and demonstrating (in reasonable detail) the calculations required by preceding clauses (b) and (c).

SECTION 11. Events of Default.

Upon the occurrence of any of the following specified events (each, an "Event of Default"):

11.01. Payments. Any Borrower shall (i) default in the payment when due of any principal of any Loan or any Note or any Unpaid Drawing, or (ii) default, and such default shall continue unremedied for three or more Business Days, in the payment when due of any interest on any Loan, Note or any Unpaid Drawing or any Fees or any other amounts owing hereunder or under any other Credit Document; or

11.02. Representations, etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or in any certificate delivered to the Administrative Agent or any Lender

pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made (it being understood and agreed that any representation or warranty that is qualified by "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects as of any such date); or

11.03. Covenants. Any Holding Company or any of their respective Subsidiaries shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Section 5.03(d), 9.01(g)(i), 9.01(j)(v), 9.01(p), 9.03(a)(ii), 9.03(b)(i) or (ii), 9.04, 9.11, 9.13 or Section 10, (ii) default in the due performance or observance by it of any term, covenant or agreement contained in Sections 9.01(j)(iii), (iv) and (vi) and such default shall continue unremedied for a period of one Business Day, (iii) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(j)(ii) and such default shall continue unremedied for a period of two Business Days, or (iv) default in the due performance or observance by it of any other term, covenant or agreement contained in this Agreement (other than those set forth in Sections 11.01 and 11.02) and such default shall continue unremedied for a period of 30 days after the earlier of (a) the date on which such default shall first become known to any officer of or any Credit Party or (b) the date on which written notice thereof is given to the defaulting party by the Administrative Agent or the Required Lenders; or

11.04. Default Under Other Agreements. (a) Any Holding Company or any of their respective Subsidiaries shall (i) default in any payment of any Indebtedness (other than the Obligations) beyond the period of grace, if any, provided in an instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than the Obligations) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Indebtedness to become due prior to its stated maturity, or (b) any Indebtedness (other than the Obligations) of any Holding Company or any of their respective Subsidiaries shall be declared to be (or shall become) due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; provided that it shall not be a Default or an Event of Default under this Section 11.04 unless the aggregate principal amount of all Indebtedness as described in preceding clauses (a) and (b) is at least $35,000,000; or

11.05. Bankruptcy, etc. Any Holding Company or any of their respective Subsidiaries shall commence a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against any Holding Company or any of their respective Subsidiaries, and the petition is not controverted within 10 days, or is not dismissed within 60 days after the filing thereof, provided, however, that during the pendency of such period, each Lender shall be relieved of its obligation to extend credit hereunder; or a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of any Holding Company or any of their respective Subsidiaries, to operate all or any substantial portion of the business of any Holding Company or any of their respective Subsidiaries, or any Holding Company or any of their respective Subsidiaries commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, bankruptcy or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to any Holding Company or any of their respective Subsidiaries (including any Canadian Insolvency Law), or there is commenced against any Holding Company or any of their respective Subsidiaries any such proceeding which remains undismissed for a period of 60 days after the filing thereof, or any Holding Company or any of their respective Subsidiaries is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or a receiver, receiver manager, administrator, custodian, monitor, trustee or other similar official is appointed for it or for any substantial portion of its assets; or any Holding Company or any of their respective Subsidiaries makes a general assignment for the benefit of creditors; or any Business action is taken by any Holding Company or any of their respective Subsidiaries for the purpose of effecting any of the foregoing; or

11.06. ERISA. (a) One or more ERISA Events shall have occurred:

(b) there is or arises an Unfunded Pension Liability (taking into account only Plans with positive Unfunded Pension Liability);

(c) any material contribution required to made with respect to a Foreign Pension Plan has not been timely made; or

(d) there is or arises any potential withdrawal liability under Section 4201 of ERISA, if any Holding Company, any Subsidiary of any Holding Company or the ERISA Affiliates were to withdraw completely from any and all Multiemployer Plans;

and the liability of any or all of any Holding Company, any Subsidiary of any Holding Company and the ERISA Affiliates contemplated by the foregoing clauses (a), (b), (c) and (d), either individually or in the aggregate, has had, or could be reasonably expected to have, a Material Adverse Effect; or

11.07. Security Documents. Any of the Security Documents shall cease to be in full force and effect, or shall cease to give the Collateral Agent for the benefit of the Secured Parties the Liens, rights, powers and privileges purported to be created thereby (including a perfected security interest in, and Lien on, all of the Collateral, in favor of the Collateral Agent, superior to and prior to the rights of all third Persons (except as permitted by Section 10.01), and subject to no other Liens (except as permitted by Section 10.01), or any Credit Party shall default in the due performance or observance of any term, covenant or agreement on its part to be performed or observed pursuant to any such Security Document and such default shall continue beyond the period of grace, if any, specifically applicable thereto pursuant to the terms of such Security Document; or

11.08. Guaranty. The Guaranty or any provision thereof shall cease to be in full force or effect as to any Guarantor (except as a result of a release of any Guarantor in accordance with the terms thereof), or any Guarantor or any Person acting for or on behalf of such Guarantor shall deny or disaffirm such Guarantor's obligations under the Guaranty to which it is a party or any Guarantor shall default in the due performance or observance of any term, covenant or agreement on its part to be performed or observed pursuant to the Guaranty to which it is a party; or

11.09. Judgments. One or more judgments or decrees shall be entered against any Holding Company or any Subsidiary of any Holding Company involving in the aggregate for the Holding Companies and their respective Subsidiaries a liability (to the extent not paid or not covered by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of 60 consecutive days, and the aggregate amount of all such judgments equals or exceeds $35,000,000; or

11.10. Change of Control. A Change of Control shall occur; or

11.11. Intercreditor Agreement. The Intercreditor Agreement or any provision thereof shall cease to be in full force and effect (except in accordance with its terms), any Credit Party shall deny or disaffirm its obligations thereunder or any Credit Party shall default in the due performance or observance of any term, covenant or agreement on its part to be performed or observed pursuant to the terms thereof,

then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Administrative Agent, upon the written request of the Required Lenders, shall by written notice to the Company, take any or all of the following actions, without prejudice to the rights of the Administrative Agent, any Lender or the holder of any Note to enforce its claims against any Credit Party (provided that, if an Event of Default specified in Section 11.05 shall occur with respect to any Borrower, the result which would occur upon the giving of written notice by the Administrative Agent as specified in clauses (a) and (b) below, shall occur automatically without the giving of any such notice): (a) declare the Total Revolving Loan Commitment terminated, whereupon the Revolving Loan Commitment of each Lender shall forthwith terminate immediately and any Commitment Commission shall forthwith become due and payable without any other notice of any kind; (b) declare the principal of and any accrued interest in respect of all Loans and the Notes and all Obligations owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Credit Party; (c) terminate any Letter of Credit which may be terminated in accordance with its terms; (d) direct the Borrowers to pay (and the Borrowers jointly and severally agree that upon receipt of such notice, or upon the occurrence of an Event of Default specified in Section 11.05 with respect to any Borrower, they will pay) to the Collateral Agent at the Payment Office such additional amount of cash or Cash Equivalents, to be held as security by the Collateral Agent, as is equal to the aggregate Stated Amount of all Letters of Credit issued for the account of the Company and then outstanding; (e) enforce, as Collateral Agent, all of the Liens and security interests created pursuant to the Security Documents; (f) enforce the Guaranty; and (g) apply any cash collateral held by the Administrative Agent pursuant to Section 5.02 to the repayment of the Obligations.

SECTION 12. The Agents

12.01. Appointment. The Lenders hereby irrevocably designate and appoint (i) Deutsche Bank Trust Company Americas as Administrative Agent (for purposes of this Section 12 and Section 13.01, the term "Administrative Agent" also shall include Deutsche Bank Trust Company Americas in its capacity as Co-ABL Collateral Agent under this Agreement and as Collateral Agent pursuant to the Security Documents and the Intercreditor Agreement) and (ii) each of JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC as Co-ABL Collateral Agents, in each case to act as specified herein and in the other Credit Documents. Each Lender hereby irrevocably authorizes, and each holder of any Note by the acceptance of such Note shall be deemed irrevocably to authorize each Agent to take such action on its behalf under the provisions of this Agreement, the other Credit Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of such Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. Each Agent may perform any of its duties hereunder or under the other Credit Documents by or through its officers, directors, agents, employees or affiliates.

12.02. Nature of Duties. (a) Each Agent in its capacity as such shall not have any duties or responsibilities except those expressly set forth in this Agreement and in the other Credit Documents. No Agent in its capacity as such nor any of its officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder or under any other Credit Document or in connection herewith or therewith, unless caused by its or their gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). The duties of each Agent shall be mechanical and administrative in nature; no Agent shall have by reason of this Agreement or any other Credit Document a fiduciary relationship in respect of any Lender or the holder of any Note; and nothing in this Agreement or in any other Credit Document, expressed or implied, is intended to or shall be so construed as to impose upon any Agent any obligations in respect of this Agreement or any other Credit Document except as expressly set forth herein or therein.

(b) Notwithstanding any other provision of this Agreement or any provision of any other Credit Document, each Lead Arranger and the Persons listed on the title page hereof as "Syndication Agent" and "Co-Documentation Agents" are named as such for recognition purposes only, and in its capacity as such shall have no powers, duties, responsibilities or liabilities with respect to this Agreement or the other Credit Documents or the transactions contemplated hereby and thereby; it being understood and agreed that each Lead Arranger and each such other Person shall be entitled to all indemnification and reimbursement rights in favor of the Administrative Agent as, and to the extent, provided for under Sections 12.06 and 13.01. Without limitation of the foregoing, neither any Lead Arranger nor any such other Person shall, solely by reason of this Agreement or any other Credit Document, have any fiduciary relationship in respect of any Lender or any other Person.

12.03. Lack of Reliance on the Administrative Agent. Independently and without reliance upon any Agent, each Lender and the holder of each Note, to the extent it deems appropriate, has made and shall continue to make (a) its own independent investigation of the financial condition and affairs of the Holding Companies and their respective Subsidiaries in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith and (b) its own appraisal of the creditworthiness of the Holding Companies and their respective Subsidiaries and, except as expressly provided in this Agreement, no Agent shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender or the holder of any Note with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. No Agent shall be responsible to any Lender or the holder of any Note for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of this Agreement or any other Credit Document or the financial condition of any Holding Company or any of their respective Subsidiaries or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement or any other Credit Document, or the financial condition of any Holding Company or any of their respective Subsidiaries or the existence or possible existence of any Default or Event of Default.

12.04. Certain Rights of the Agents. If any Agent shall request instructions from the Required Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Credit Document, such Agent shall be entitled to refrain from such act or taking such action unless and until such Agent shall have received instructions from the Required Lenders; and no Agent shall incur liability to any Lender by reason of so refraining. Without limiting the foregoing, neither any Lender nor the holder of any Note shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting hereunder or under any other Credit Document in accordance with the instructions of the Required Lenders.

12.05. Reliance. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that such Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement and any other Credit Document and its duties hereunder and thereunder, upon advice of counsel selected by such Agent.

12.06. Indemnification. To the extent any Agent (or any affiliate thereof) is not reimbursed and indemnified by the Borrowers, the Lenders will reimburse and indemnify such Agent (and any affiliate thereof) in proportion to their respective "percentage" as used in determining the Required Lenders (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agent (or any affiliate thereof) in performing its duties hereunder or under any other Credit Document or in any way relating to or arising out of this Agreement or any other Credit Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's (or such affiliates') gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

12.07. Each Agent in its Individual Capacity. With respect to its obligation to make Loans, or issue or participate in Letters of Credit, under this Agreement, each Agent shall have the rights and powers specified herein for a "Lender" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Lender," "Required Lenders," "Supermajority Lenders" or any similar terms shall, unless the context clearly indicates otherwise, include each Agent in its individual capacity. Each Agent and its affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, investment banking, trust or other business with, or provide debt financing, equity capital or other services (including financial advisory services) to any Credit Party or any Affiliate of any Credit Party (or any Person engaged in a similar business with any Credit Party or any Affiliate thereof) as if they were not performing the duties specified herein, and may accept fees and other consideration from any Credit Party or any Affiliate of any Credit Party for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

12.08. Holders. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Administrative Agent. Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Note or of any Note or Notes issued in exchange therefor.

12.09. Resignation by the Administrative Agent or a Co-ABL Collateral Agent. (a) The Administrative Agent may resign from the performance of all its functions and duties hereunder and/or under the other Credit Documents at any time by giving 15 Business Days' prior written notice to the Lenders and, unless a Default or an Event of Default under Section 11.05 then exists, the Company. Any such resignation by the Administrative Agent hereunder shall also constitute its resignation as an Issuing Lender and the Swingline Lender, in which case the resigning Administrative Agent (x) shall not be required to issue any further Letters of Credit or make any additional Swingline Loans hereunder and (y) shall maintain all of its rights as Issuing Lender or Swingline Lender, as the case may be, with respect to any Letters of Credit issued by it, or Swingline Loans made by it, prior to the date of such resignation. Such resignation shall take effect upon the appointment of a successor Administrative Agent pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation by the Administrative Agent, the Required Lenders shall appoint a successor Administrative Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Company, which acceptance shall not be unreasonably withheld or delayed (provided that the Company's approval shall not be required if an Event of Default then exists).

(c) If a successor Administrative Agent shall not have been so appointed within such 15 Business Day period, the Administrative Agent, with the consent of the Company (which consent shall not be unreasonably withheld or delayed, provided that the Company's consent shall not be required if an Event of Default then exists), shall then appoint a successor Administrative Agent who shall serve as Administrative Agent hereunder or thereunder until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided above.

(d) If no successor Administrative Agent has been appointed pursuant to clause (b) or (c) above by the 20th Business Day after the date such notice of resignation was given by the Administrative Agent, the Administrative Agent's resignation shall become effective and the Required Lenders shall thereafter perform all the duties of the Administrative Agent hereunder and/or under any other Credit Document until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided above.

(e) Upon a resignation of the Administrative Agent pursuant to this Section 12.09, the Administrative Agent shall remain indemnified to the extent provided in this Agreement and the other Credit Documents and the provisions of this Section 12 (and the analogous provisions of the other Credit Documents) shall continue in effect for the benefit of the Administrative Agent for all of its actions and inactions while serving as an Agent hereunder.

(f) Any Co-ABL Collateral Agent may resign at any time upon written notice to the Company, the Administrative Agent and each Lender and the resignation of such Co-ABL Collateral Agent shall become effective immediately upon the delivery of such written notice.

(g) Upon any such resignation of a Co-ABL Collateral Agent, at the option of the Company, the Administrative Agent shall appoint a successor Co-ABL Collateral Agent hereunder who shall be a Lender hereunder who has agreed to act in such capacity and who shall be reasonably acceptable to the Company.

(h) Upon a resignation of any Co-ABL Collateral Agent pursuant to Section 12.09(f), any Co-ABL Collateral Agent shall remain indemnified to the extent provided in this Agreement and the other Credit Documents and the

provisions of this Section 12 (and the analogous provisions of the other Credit Documents) shall continue in effect for the benefit of such Co-ABL Collateral Agent for all of its actions and inactions while serving as such Co-ABL Collateral Agent hereunder and under the other Credit Documents.

12.10. Collateral Matters. (a) Each Lender authorizes and directs the Collateral Agent to enter into the Security Documents (which, for purposes of this Section 12, also shall include all Cash Management Control Agreements, Landlord Personal Property Collateral Access Agreements, bailee agreements and similar agreements) and the Intercreditor Agreement for the benefit of the Lenders and the other Secured Parties. Each Lender hereby agrees, and each holder of any Note by the acceptance thereof will be deemed to agree, that, except as otherwise set forth herein, any action taken by the Required Lenders in accordance with the provisions of this Agreement, the Security Documents or the Intercreditor Agreement, and the exercise by the Required Lenders of the powers set forth herein or therein, together with such other powers as are reasonably incidental thereto, shall be authorized and binding upon all of the Lenders. The Collateral Agent is hereby authorized on behalf of all of the Lenders, without the necessity of any notice to or further consent from any Lender, from time to time prior to an Event of Default, to take any action with respect to any Collateral or Security Documents which may be necessary to perfect and maintain perfected the security interest in and liens upon the Collateral granted pursuant to the Security Documents.

(b) The Lenders hereby authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral (i) upon termination of the Total Revolving Loan Commitment (and all Letters of Credit) and payment and satisfaction of all of the Obligations (other than inchoate indemnification obligations) at any time arising under or in respect of this Agreement or the Credit Documents or the transactions contemplated hereby or thereby, (ii) constituting property being sold or otherwise disposed of (to Persons other than the Company and its Subsidiaries) upon the sale or other disposition thereof in compliance with Section 10.02, (iii) if approved, authorized or ratified in writing by the Required Lenders (or all of the Lenders hereunder, to the extent required by Section 13.12) or (iv) as otherwise may be expressly provided in the relevant Security Documents, the last sentence of each of Sections 10.01 and 10.02 or in the Intercreditor Agreement.

(c) The Collateral Agent shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Credit Party or is cared for, protected or insured or that the Liens granted to the Collateral Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 12.10 or in any of the Security Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to the Lenders, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

12.11. Delivery of Information. The Administrative Agent shall not be required to deliver to any Lender originals or copies of any documents, instruments, notices, communications or other information received by the Administrative Agent from any Credit Party, any Subsidiary thereof, the Required Lenders, any Lender or any other Person under or in connection with this Agreement or any other Credit Document except (a) as specifically provided in this Agreement or any other Credit Document and (b) as specifically requested from time to time in writing by any Lender with respect to a specific document, instrument, notice or other written communication received by and in the possession of the Administrative Agent at the time of receipt of such request and then only in accordance with such specific request.

12.12. Co-ABL Collateral Agents. If a Co-ABL Collateral Agent proposes an adjustment or revision to Borrowing Base eligibility standards, advance rates applicable to the Borrowing Base or Reserves, or makes any other proposal regarding a determination or action which may be made by the Co-ABL Collateral Agents pursuant to this Agreement or any Credit Document, the other Co-ABL Collateral Agents shall respond to such proposal within three Business Days of its receipt of such written proposal. In the event that the Co-ABL Collateral Agents cannot agree on Borrowing Base eligibility standards, advance rates applicable to the Borrowing Base or Reserves or any other action or determination which may be made by the Co-ABL Collateral Agents pursuant to the Agreement or any Credit Document, the consenting vote of two of the three Co-ABL Collateral Agents shall be required; provided that if there are only two Co-ABL Collateral Agents at the time of such determination, the determination shall be made by the individual Co-ABL Collateral Agent either asserting the more conservative credit judgment, the numerically larger Reserve or declining to permit the requested action for which consent is being sought by the relevant Borrowers, as applicable; provided further in the event an issue cannot be resolved by either the more conservative credit judgment, the numerically larger Reserve or declining to permit a requested action by the Borrowers (such as the selection or replacement of an appraisal firm), then the decision of the Administrative Agent shall be final.

SECTION 13. Miscellaneous.

13.01. Payment of Expenses, etc. The Borrowers hereby jointly and severally agree to: (a) pay all reasonable out-of-pocket costs and expenses (including Expenses) of the Agents (including the reasonable fees and disbursements of counsel to the Agents, and expenses in connection with the appraisals and collateral examinations required pursuant to Section 9.02(b)) in connection with the preparation, execution, delivery and administration of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein and any amendment, waiver or consent relating hereto or thereto, of the Administrative Agent and its Affiliates in connection with its or their syndication efforts with respect to this Agreement and of the Administrative Agent, each Issuing Lender and the Swingline Lender in connection with the Back Stop Arrangements entered into by such Persons (provided, that in the case of legal fees, unless the Company otherwise agrees, the Administrative Agent shall be limited to reimbursement for the reasonable fees and disbursements of White & Case LLP and one local counsel in each relevant jurisdiction) and, after the occurrence of an Event of Default, each of the Administrative Agent, the Collateral Agent, the Issuing Lenders and Lenders in connection with the enforcement of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "work-out" or pursuant to any insolvency or bankruptcy proceedings (including, in each case, the reasonable fees and disbursements of one counsel, one consultant and one local counsel in each relevant jurisdiction, for the Administrative Agent and, after the occurrence of an Event of Default, one counsel and one financial advisor for the group of Issuing Lenders and one counsel and one financial advisor for the group of Lenders and, solely in the case of a conflict of interest as determined by the affected Person, one additional counsel in each applicable jurisdiction to the affected Person); (b) pay and hold the Administrative Agent, the Collateral Agent, each Co-ABL Collateral Agent, each of the Issuing Lenders and each of the Lenders harmless from and against any and all present and future stamp, transfer, sales and use, value added, excise and other similar documentary taxes with respect to the foregoing matters and save the Administrative Agent, the Collateral Agent, each Co-ABL Collateral Agent, each of the Issuing Lenders and each of the Lenders harmless from and against any and all liabilities with respect to or resulting from any delay or omission (other than to the extent attributable to the Administrative Agent, such Issuing Lender or such Lender) to pay such taxes; and (c) indemnify the Administrative Agent, the Collateral Agent, each Co-ABL Collateral Agent, each Issuing Lender and each Lender, and each of their respective officers, directors, employees, representatives, agents, affiliates, trustees and investment advisors (each, an "Indemnified Person") from and hold each of them harmless against any and all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) incurred by, imposed on or assessed against any of them as a result of, or arising out of, or in any way related to, or by reason of, (i) any investigation, litigation or other proceeding (whether or not the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender or any Lender is a party thereto and whether or not such investigation, litigation or other proceeding is brought by or on behalf of any Credit Party) related to the entering into and/or performance of this Agreement or any other Credit Document or the use of any Letter of Credit or the proceeds of any Loans hereunder or the consummation of the Transaction or any other transactions contemplated herein or in any other Credit Document or the exercise of any of their rights or remedies provided herein or in the other Credit Documents, or (ii) the actual or alleged presence of Hazardous Materials in the air, surface water or groundwater or on the surface or subsurface of any Real Property at any time owned, leased or operated by any Holding Company or any of their respective Subsidiaries, the generation, storage, transportation, handling or disposal of Hazardous Materials by any Holding Company or any of their respective Subsidiaries at any location, whether or not owned, leased or operated by any Holding Company or any of their respective Subsidiaries, the non-compliance by any Holding Company or any of their respective Subsidiaries with any Environmental Law (including applicable Environmental Permits thereunder), or any Environmental Claim asserted against any Holding Company, any of their respective Subsidiaries or any Real Property at any time owned, leased or operated by any Holding Company or any of their respective Subsidiaries, including, in each case, the reasonable fees and disbursements of counsel and other consultants incurred in connection with any such investigation, litigation or other proceeding (but excluding (x) any losses, liabilities, claims, damages or expenses to the extent incurred by reason of the gross negligence or willful misconduct of the Indemnified Person to be indemnified (as determined by a court of competent jurisdiction in a final and non-appealable decision), (y) any disputes solely among Indemnified Persons (other than (A) any disputes relating to any act or omission of any Holding Company or its Affiliates and (B) any claim against the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Lead Arranger or any Issuing Lender in its capacity or in fulfilling such roles under or pursuant to this Agreement) and (z) any losses, liabilities, claims, damages or expenses relating to the matters referred to in Sections 2.10, 2.11, 3.06 and 5.04 (which shall be the sole remedy in respect of the matters set forth therein)). To the extent that the undertaking to indemnify, pay or hold harmless the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender or any Lender set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrowers jointly and severally shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

To the full extent permitted by applicable law, each Credit Party shall not assert, and hereby waives, any claim against any Indemnified Person, on any theory of liability, for special, indirect, consequential or incidental damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Credit Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan, Letter of Credit or the use of the proceeds thereof. No Indemnified Person shall be liable for any damages arising

from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby, except to the extent the liability of such Indemnified Person results from such Indemnified Person's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). In addition, the Borrowers jointly and severally agree to reimburse the Administrative Agent and each Co-ABL Collateral Agent for all reasonable third party administrative, audit and monitory expenses incurred in connection with the Borrowing Base and determinations thereunder.

13.02. Right of Setoff. (a) In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, each Issuing Lender and each Lender is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to any Credit Party or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any other Indebtedness at any time held or owing by the Administrative Agent, such Issuing Lender or such Lender (including by branches and agencies of the Administrative Agent, such Issuing Lender or such Lender wherever located) to or for the credit or the account of any Holding Company or any of their respective Subsidiaries against and on account of the Obligations and liabilities of the Credit Parties to the Administrative Agent, such Issuing Lender or such Lender under this Agreement or under any of the other Credit Documents, including all interests in Obligations purchased by such Lender pursuant to Section 13.04(b), and all other claims of any nature or description arising out of or connected with this Agreement or any other Credit Document, irrespective of whether or not the Administrative Agent, such Issuing Lender or such Lender shall have made any demand hereunder and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured.

(b) **NOTWITHSTANDING THE FOREGOING SUBSECTION (a), AT ANY TIME THAT THE LOANS OR ANY OTHER OBLIGATION SHALL BE SECURED BY REAL PROPERTY LOCATED IN CALIFORNIA, NO LENDER SHALL EXERCISE A RIGHT OF SETOFF, LIEN OR COUNTERCLAIM OR TAKE ANY COURT OR ADMINISTRATIVE ACTION OR INSTITUTE ANY PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR ANY NOTE UNLESS IT IS TAKEN WITH THE CONSENT OF THE REQUIRED LENDERS OR APPROVED IN WRITING BY THE ADMINISTRATIVE AGENT, IF SUCH SETOFF OR ACTION OR PROCEEDING WOULD OR MIGHT (PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 580a, 580b, 580d AND 726 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR SECTION 2924 OF THE CALIFORNIA CIVIL CODE, IF APPLICABLE, OR OTHERWISE) AFFECT OR IMPAIR THE VALIDITY, PRIORITY OR ENFORCEABILITY OF THE LIENS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THE SECURITY DOCUMENTS OR THE ENFORCEABILITY OF THE NOTES AND OTHER OBLIGATIONS HEREUNDER, AND ANY ATTEMPTED EXERCISE BY ANY LENDER OF ANY SUCH RIGHT WITHOUT OBTAINING SUCH CONSENT OF THE REQUIRED LENDERS OR THE ADMINISTRATIVE AGENT SHALL BE NULL AND VOID. THIS SUBSECTION (b) SHALL BE SOLELY FOR THE BENEFIT OF EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREUNDER.**

13.03. Notices. (a) Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopier or cable communication) and mailed, telegraphed, telecopied, cabled or delivered: if to any Credit Party, at the address specified opposite its signature below or in the other relevant Credit Documents; if to any Lender, at its address specified on Schedule 13.03; if to the Administrative Agent or Deutsche Bank Trust Company Americas as Co-ABL Collateral Agent, at the Notice Office specified for credit notices; if to JPMorgan Chase Bank, N.A. as Co-ABL Collateral Agent, 10 South Dearborn, 22nd Floor, Chicago, IL 60603, Attention: Fe Naviamos, Telephone: (312) 732-7519, Telecopier No.: (312) 377-1108, Email: fe.naviamos@chase.com; if to Wells Fargo Capital Finance, LLC as Co-ABL Collateral Agent, at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, CA 90404, Attention: Paras Shah, Telephone: (310) 453-7368, Telecopier No.: (866) 882-4479, Email: paras.shah@wellsfargo.com; and if to the Administrative Agent, at the Notice Office; or, as to any Credit Party or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each Lender, at such other address as shall be designated by such Lender in a written notice to the Company and the Administrative Agent. All such notices and communications shall, when mailed, telegraphed, telecopied, or cabled or sent by overnight courier, be effective when deposited in the mails, delivered to the telegraph company, cable company or overnight courier, as the case may be, or sent by telecopier, except that notices and communications to the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent and the Company shall not be effective until received by the Administrative Agent, the Collateral Agent, such Co-ABL Collateral Agent or the Company, as the case may be.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. Each of the Administrative Agent and each Credit Party may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

13.04. Benefit of Agreement; Assignments; Participations. (a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; provided, however, no Holding Company nor any Borrower may assign or transfer any of its rights, obligations or interest hereunder without the prior written consent of the Lenders and, provided further, that, although any Lender may grant participations to Eligible Transferees in its rights hereunder, such Lender shall remain a "Lender" for all purposes hereunder (and may not transfer or assign all or any portion of its Revolving Loan Commitment hereunder except as provided in Sections 2.13 and 13.04(b)) and the transferee, assignee or participant, as the case may be, shall not constitute a "Lender" hereunder and, provided further, that no Lender shall transfer or grant any participation under which the participant shall have rights to approve any amendment to or waiver of this Agreement or any other Credit Document except to the extent such amendment or waiver would (i) extend the final scheduled maturity of any Loan, Note or Letter of Credit (unless such Letter of Credit is not extended beyond the Revolving Commitment Termination Date) in which such participant is participating, or reduce the rate or extend the time of payment of interest or Fees thereon (except in connection with a waiver of applicability of any post-default increase in interest rates) or reduce the principal amount thereof (it being understood that any amendment or modification to the financial definitions in this Agreement or to Section 13.07(a) shall not constitute a reduction in the rate of interest or Fees payable hereunder), or increase the amount of the participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default or of a mandatory reduction in the Total Revolving Loan Commitment shall not constitute a change in the terms of such participation, and that an increase in any Revolving Loan Commitment (or the available portion thereof) or Loan shall be permitted without the consent of any participant if the participant's participation is not increased as a result thereof), (ii) consent to the assignment or transfer by any Borrower of any of its rights and obligations under this Agreement or (iii) release all or substantially all of the Collateral under all of the Security Documents (except as expressly provided in the Credit Documents) supporting the Loans or Letters of Credit hereunder in which such participant is participating. In the case of any such participation, the participant shall not have any rights under this Agreement or any of the other Credit Documents (the participant's rights against such Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the participant relating thereto) and all amounts payable by the Borrowers hereunder shall be determined as if such Lender had not sold such participation; provided, however, that the Borrowers agree that each participant shall be entitled to the benefits of Section 5.04 if the Borrowers are notified of the participation sold to such participant and such participant agrees to comply with the requirements of Section 5.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 13.04(b) (provided, however, that no participant shall be entitled to receive any greater payment pursuant to Section 5.04 than the participating Lender would have been entitled to receive in respect of the amount of the participation transferred by such participating Lender to such participant had no such participation occurred). Each Lender that sells a participation pursuant to this Section 13.04(a) shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, it is understood and agreed that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant's interest in any Loan or other obligation under this Agreement) except to the extent that such disclosure is necessary to establish that such Loan or other obligation is in registered form under Treasury Regulation Section 5f.103-1(c).

(b) Any Lender (or any Lender together with one or more other Lenders) may (x) assign all or a portion of its Revolving Loan Commitment and related outstanding Obligations (or, if the Revolving Loan Commitment has terminated, outstanding Obligations) hereunder to (i) (A) its parent company and/or any affiliate of such Lender which is at least 50% owned by such Lender or its parent company or (B) to one or more other Lenders or any affiliate of any such other Lender which is at least 50% owned by such other Lender or its parent company (provided that any fund that invests in loans and is managed or advised by the same investment advisor of another fund which is a Lender (or by an Affiliate of such investment advisor) shall be treated as an affiliate of such other Lender for the purposes of this sub-clause (x)(i)(B)), or (ii) in the case of any Lender that is a fund that invests in loans, any other fund that invests in loans and is managed or advised by the same investment advisor of any Lender or by an Affiliate of such investment advisor or (y) assign all, or if less than all, a portion equal to at least $5,000,000 (or such lesser amount as the Administrative Agent and, so long as no Event of Default then exists and is continuing, the Company may otherwise agree) in the aggregate for the assigning Lender or assigning Lenders, of such Revolving Loan Commitments and related outstanding Obligations (or, if the Revolving Loan Commitments have terminated, outstanding Obligations) hereunder to one or more Eligible Transferees (treating any fund that invests in loans and any other fund that invests in loans and is managed or advised by the same investment advisor of such fund or by an Affiliate of such investment advisor as a single assignor or Eligible Transferee (as applicable) (if any)), each of which assignees shall become a party to this Agreement as a Lender by execution of an Assignment and Assumption Agreement, provided, that no such assignment may be made to any such Person that is, or would at such time constitute, a Defaulting Lender, provided, further, that (i) at such time, Schedule 1.01(a) shall be deemed modified to reflect the Revolving Loan Commitments and/or outstanding Revolving Loans, as the case may be, of such new Lender and of the existing Lenders, (ii) upon the surrender of the relevant Notes by the assigning Lender (or, upon such assigning Lender's indemnifying the

Borrowers for any lost Note pursuant to a customary indemnification agreement) new Notes will be issued, at the Borrowers' joint and several expense, to such new Lender and to the assigning Lender upon the request of such new Lender or assigning Lender, such new Notes to be in conformity with the requirements of Section 2.05 (with appropriate modifications) to the extent needed to reflect the revised Revolving Loan Commitments and/or outstanding Revolving Loans, as the case may be, (iii) so long as no Event of Default then exists, the consent of the Company shall be required in connection with any such assignment pursuant to clause (y) above (such consent, in any case, not to be unreasonably withheld, delayed or conditioned), provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof, (iv) the consent of the Administrative Agent and each Issuing Lender shall be required in connection with any such assignment of Revolving Loan Commitments (and related Obligations) (each such consent, in any case, not to be unreasonably withheld, delayed or conditioned), (v) the Administrative Agent shall receive at the time of each such assignment, from the assigning or assignee Lender, the payment of a non-refundable assignment fee of $3,500 (provided that only one such fee shall be payable in the case of one or more concurrent assignments by or to investment funds managed or advised by the same investment advisor or an affiliated investment advisor), and (vi) no such transfer or assignment will be effective until recorded by the Administrative Agent on the Register pursuant to Section 13.15. To the extent of any assignment pursuant to this Section 13.04(b), the assigning Lender shall be relieved of its obligations hereunder with respect to its assigned Revolving Loan Commitment and outstanding Revolving Loans. To the extent that an assignment of all or any portion of a Lender's Revolving Loan Commitment and related outstanding Obligations pursuant to Section 2.13 or this Section 13.04(b) would, at the time of such assignment, result in increased costs under Section 2.10, 3.06 or 5.04 from those being charged by the respective assigning Lender prior to such assignment, then the Borrowers shall not be obligated to pay such increased costs (although the Borrowers, in accordance with and pursuant to the other provisions of this Agreement, shall be obligated to pay any other increased costs of the type described above resulting from changes after the date of the respective assignment).

(c) Nothing in this Agreement shall prevent or prohibit any Lender from pledging its Loans and Notes hereunder to a Federal Reserve Bank in support of borrowings made by such Lender from such Federal Reserve Bank, any Lender which is a fund may pledge all or any portion of its Loans and Notes to its trustee or to a collateral agent providing credit or credit support to such Lender in support of its obligations to such trustee, such collateral agent or a holder of such obligations, as the case may be. No pledge pursuant to this clause (c) shall (i) release the transferor Lender from any of its obligations hereunder or (ii) constitute a sale or assignment unless and until such pledge shall be realized upon (and any such realization or foreclosure must comply this Section 13.04(b)).

(d) Any Lender which assigns all of its Revolving Loan Commitment and/or Loans hereunder in accordance with Section 13.04(b) shall cease to constitute a "Lender" hereunder, except with respect to indemnification provisions under this Agreement (including Sections 2.10, 2.11, 3.06, 5.04, 12.06, 13.01 and 13.06), which shall survive as to such assigning Lender.

13.05. No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender or any Lender in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between the Borrower or any other Credit Party and the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Credit Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender or any Lender would otherwise have. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent, the Collateral Agent, any Co-ABL Collateral Agent, any Issuing Lender or any Lender to any other or further action in any circumstances without notice or demand.

13.06. Payments Pro Rata. (a) Except as otherwise provided in this Agreement, the Administrative Agent agrees that promptly after its receipt of each payment from or on behalf of any Borrower in respect of any Obligations hereunder, the Administrative Agent shall distribute such payment to the Lenders entitled thereto (other than any Lender that has consented in writing to waive its pro rata share of any such payment) pro rata based upon their respective shares, if any, of the Obligations with respect to which such payment was received.

(b) Each of the Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Credit Documents, or otherwise), which is applicable to the payment of the principal of, or interest on, the Loans, Unpaid Drawings, Commitment Commission or Letter of Credit Fees, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Obligation then owed and due to such Lender bears to the total of such Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the

other Lenders an interest in the Obligations of the respective Credit Party to such Lenders in such amount as shall result in a proportional participation by all the Lenders in such amount; provided that if all or any portion of such excess amount is thereafter recovered from such Lenders, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 13.06(a) and (b) shall be subject to the express provisions of this Agreement which require, or permit, differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders.

13.07. Calculations; Computations. (a) The financial statements to be furnished to the Lenders pursuant hereto shall be made and prepared in accordance with GAAP consistently applied throughout the periods involved (except as set forth in the notes thereto or as otherwise disclosed in writing by the Company to the Lenders); provided that, (i) except as otherwise specifically provided herein, all computations and all definitions (including accounting terms) used in determining the Total Leverage Ratio and the Fixed Charge Coverage Ratio and in determining compliance with Section 9.13 and Section 10.07, shall utilize GAAP and policies in conformity with those used to prepare the audited financial statements of the Company referred to in Section 8.05(a) for its Fiscal Year ended December 31, 2009, (ii) notwithstanding anything to the contrary contained herein, all such financial statements shall be prepared, and all financial covenants contained herein or in any other Credit Document shall be calculated, in each case, without giving effect to any election under FASB ASC 825 (or any similar accounting principle permitting a Person to value its financial liabilities at the fair value thereof) and (iii) to the extent expressly provided herein, certain calculations shall be made on a Pro Forma Basis.

(b) All computations of interest, Commitment Commission and other Fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest, Commitment Commission or Fees are payable.

13.08. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL. (a) **THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL, EXCEPT AS OTHERWISE PROVIDED IN ANY MORTGAGE, BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT SHALL (EXCEPT AS OTHERWISE PERMITTED BELOW) BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, EACH PARTY HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON. EACH PARTY HERETO FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PERSON AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER CREDIT DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY ISSUING LENDER, ANY LENDER OR THE HOLDER OF ANY NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY HOLDING COMPANY OR ANY BORROWER IN ANY OTHER JURISDICTION.**

(b) **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

(c) **EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

13.09. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Company and the Administrative Agent. Delivery of an executed counterpart hereof by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart hereof.

13.10. Effectiveness. This Agreement shall become effective on the date (the "Effective Date") on which the (i) Holding Companies, the Borrowers, the Subsidiary Guarantors, the Administrative Agent, the Collateral Agent, the Co-ABL Collateral Agents and each of the Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (by electronic means or otherwise) the same to the Administrative Agent at the Notice Office or, in the case of the Lenders, shall have given to the Administrative Agent telephonic (confirmed in writing), written or telex notice (actually received) at such office that the same has been signed and mailed to it and (ii) the conditions contained in Section 6 have been met to the reasonable satisfaction of the Administrative Agent and the Co-ABL Collateral Agents. Unless the Administrative Agent has received actual notice from any Lender that the conditions described in clause (ii) of the preceding sentence have not been met to its satisfaction, upon the satisfaction of the condition described in clause (i) of the immediately preceding sentence and upon the Administrative Agent's and the Co-ABL Collateral Agents' good faith determination that the conditions described in clause (ii) of the immediately preceding sentence have been met, then the Effective Date shall have deemed to have occurred, regardless of any subsequent determination that one or more of the conditions thereto had not been met (although the occurrence of the Effective Date shall not release the Borrower from any liability for failure to satisfy one or more of the applicable conditions contained in Section 6). The Administrative Agent will give each Credit Party and each Lender prompt written notice of the occurrence of the Effective Date.

13.11. Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

13.12. Amendment or Waiver; etc. (a) Neither this Agreement nor any other Credit Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the respective Credit Parties party hereto or thereto and the Required Lenders (although (A) additional parties may be added to (and annexes) may be modified to reflect such additions), and Subsidiaries of the Company may be released from, the Guaranty and the Security Documents in accordance with the provisions hereof, (B) technical amendments or modifications may be made to this Agreement and the other Credit Documents by the Administrative Agent to accommodate the release of the Fertilizer Entities pursuant to Section 15(a), in each case without the consent of the other Credit Parties or the Required Lenders and (C) the Borrowers shall have the right, without requiring the consent of the Administrative Agent or the Lenders (except to the extent otherwise provided in Section 2.15), to incur the Incremental Commitments and related Loans, in each case in accordance with Section 2.15), provided that no such change, waiver, discharge or termination shall, without the consent of each Lender (other than, except with respect to the following clauses (i) and (iii) (but, in the case of such clause (iii), only to the extent relating to following clause (i)), a Defaulting Lender) (with Obligations being directly affected in the case of following clause (i)), (i) extend the final scheduled maturity of any Loan or Note or extend the stated expiration date of any Letter of Credit beyond the Revolving Commitment Termination Date, or reduce the rate or extend the time of payment of interest or Fees thereon (except (x) in connection with the waiver of applicability of any post-default increase in interest rates and (y) extensions expressly permitted by Section 2.16), or reduce (or forgive) the principal amount thereof (it being understood that any amendment or modification to the financial definitions in this Agreement or to Section 13.07(a) shall not constitute a reduction in the rate of interest or Fees for the purposes of this clause (i)), (ii) release all or substantially all of the Collateral under all the Security Documents (except as expressly provided in the Credit Documents) or release all or substantially all of the value of the Guaranty made by the Guarantors (except as expressly provided in the Credit Documents), (iii) amend, modify or waive any provision of this Section 13.12(a) (except for technical amendments with respect to additional extensions of credit pursuant to this Agreement which afford the protections to such additional extensions of credit of the type provided to the Revolving Loan Commitments and the Loans on the Effective Date) or Section 13.06, (iv) reduce the "majority" voting threshold specified in the definition of Required Lenders (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the extensions of Revolving Loan Commitments are included on the Effective Date), (v) consent to the release, assignment or transfer by any Borrower of any of its rights and obligations under this Agreement (other than the release of Fertilizer LLC or any other Borrower (other than the Company) pursuant to Section 15), (vi) amend Section 2.16 the effect of which is to extend the maturity of Revolving

Loan Commitment or Revolving Loans of any Lender without its consent or (vii) amend the priority of payments set forth in Section 7.2(a) of the Pledge and Security Agreement; provided further, that no such change, waiver, discharge or termination shall (1) increase the Revolving Loan Commitment of any Lender (including a Defaulting Lender) over the amount thereof then in effect without the consent of such Lender (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Total Revolving Loan Commitment shall not constitute an increase of the Revolving Loan Commitment of any Lender, and that an increase in the available portion of the Revolving Loan Commitment of any Lender shall not constitute an increase of the Revolving Loan Commitment of such Lender), (2) without the consent of each Issuing Lender, amend, modify or waive any provision of Section 3 or alter its rights or obligations with respect to Letters of Credit, (3) without the consent of the Swingline Lender, alter the Swingline Lender's rights or obligations with respect to Swingline Loans, (4) without the consent of the Administrative Agent, amend, modify or waive any provision of Section 12 or any other provision of this Agreement or any other Credit Document as same relates to the rights or obligations of the Administrative Agent, (5) without the consent of the Collateral Agent, amend, modify or waive any provision of the Agreement or any other Credit Documents relating to the rights or obligations of the Collateral Agent, (6) without the consent of each of the Co-ABL Collateral Agents, amend, modify or waive any provision of the Agreement or any other Credit Documents relating to the rights or obligations of the Co-ABL Collateral Agents, (7) without the consent of the Supermajority Lenders, (x) amend the definition of Supermajority Lenders (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Supermajority Lenders on substantially the same basis as the extensions of Loans and Revolving Loan Commitments are included on the Effective Date), or (y) increase the advance rates applicable to the Borrowing Base over those in effect on the Effective Date or amend or expand any of the following definitions, in each case the effect of which would be to increase the amounts available for borrowing hereunder: Borrowing Base, Eligible Accounts and Eligible Inventory (including, in each case, the defined terms used therein) (it being understood that the establishment, modification or elimination of Reserves and adjustment, establishment and elimination of criteria for Eligible Accounts and Eligible Inventory, in each case by the Co-ABL Collateral Agents in accordance with the terms hereof, will not be deemed to require a Supermajority Lender consent).

(b) If, in connection with any proposed change, waiver, discharge or termination of or to any of the provisions of this Agreement as contemplated by clauses (i) through (vii), inclusive, of the first proviso to Section 13.12(a), the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is required is not obtained, then the Borrowers shall have the right, so long as all non-consenting Lenders whose individual consent is required are treated as described in either clause (A) or (B) below, to either (A) replace each such non-consenting Lender or Lenders with one or more Replacement Lenders pursuant to Section 2.13 so long as at the time of such replacement, each such Replacement Lender consents to the proposed change, waiver, discharge or termination or (B) terminate such non-consenting Lender's Revolving Loan Commitment and/or repay all outstanding Revolving Loans of such Lender and/or cash collateralize its applicable RL Percentage of the Letter of Credit Outstandings in accordance with Sections 4.02(b) and/or 5.01(b), provided that, unless the Revolving Loan Commitments which are terminated and Revolving Loans which are repaid pursuant to preceding clause (B) are immediately replaced in full at such time through the addition of new Lenders or the increase of the Revolving Loan Commitments and/or outstanding Revolving Loans of existing Lenders (who in each case must specifically consent thereto), then in the case of any action pursuant to preceding clause (B), the Required Lenders (determined after giving effect to the proposed action) shall specifically consent thereto, provided further, that the Borrowers shall not have the right to replace a Lender, terminate its Revolving Loan Commitment or repay its Revolving Loans solely as a result of the exercise of such Lender's rights (and the withholding of any required consent by such Lender) pursuant to the second proviso to Section 13.12(a).

(c) Notwithstanding the foregoing, (x) any provision of this Agreement may be amended by an agreement in writing entered into by each Credit Party, the Required Lenders and the Administrative Agent (and, if their rights or obligations are affected thereby, each Co-ABL Collateral Agent, each Issuing Lender and the Swingline Lender) if (i) by the terms of such agreement the Revolving Loan Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment becomes effective, each Lender not consenting thereto receives payment (including pursuant to an assignment to a replacement Lender in accordance with Section 13.04) in full of this principal of and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement, (y) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Credit Documents with the Revolving Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and (z) this Agreement and the other Credit Documents may be amended (or amended and restated) as contemplated by Section 2.16.

(d) Notwithstanding anything to the contrary contained in this Section 13.12, (x) Security Documents (including any Additional Security Documents) and related documents executed by Subsidiaries in connection with this Agreement may be amended, supplemented and waived with the consent of the Administrative Agent and the Borrowers

without the need to obtain the consent of any other Person if such amendment, supplement or waiver is delivered in order (i) to comply with local law or advice of local counsel, or (ii) to cause such Security Document or other document to be consistent with this Agreement and the other Credit Documents and (y) if following the Effective Date, the Administrative Agent and any Credit Party shall have jointly identified an ambiguity, inconsistency, obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Credit Documents (other than the Security Documents), then the Administrative Agent and the Credit Parties shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Credit Documents if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

13.13. Survival. All indemnities set forth herein including in Sections 2.10, 2.11, 3.06, 5.04, 12.06 and 13.01 shall survive the execution, delivery and termination of this Agreement and the Notes and the making and repayment of the Obligations.

13.14. Domicile of Loans. Each Lender may transfer and carry its Loans at, to or for the account of any office, Subsidiary or Affiliate of such Lender. Notwithstanding anything to the contrary contained herein, to the extent that a transfer of Loans pursuant to this Section 13.14 would, at the time of such transfer, result in increased costs under Section 2.10, 2.11, 3.06 or 5.04 from those being charged by the respective Lender prior to such transfer, then the Borrowers shall not be obligated to pay such increased costs (although the Borrowers shall be jointly and severally obligated to pay any other increased costs of the type described above resulting from changes in any applicable law, treaty, government rule, regulation, guidelines or order, or in the official interpretation thereof, after the date of the respective transfer).

13.15. Register. The Borrowers hereby designate the Administrative Agent to serve as its agent, solely for purposes of this Section 13.15, to maintain a register (the "Register") on which it will record the Revolving Loan Commitments from time to time of each of the Lenders, the Loans made by each of the Lenders, the Letter of Credit Outstandings with respect to each Issuing Lender and each repayment in respect of the principal amount of the Loans of each Lender and the Letter of Credit Outstandings with respect to such Issuing Lender. Failure to make any such recordation, or any error in such recordation, shall not affect the Borrowers' obligations in respect of such Loans. The transfer of the Revolving Loan Commitment of such Lender and the Letter of Credit Outstandings with respect to such Issuing Lender, and the rights to the principal thereof, and interest thereon, shall not be effective until such transfer is recorded on the Register maintained by the Administrative Agent with respect to ownership of such Revolving Loan Commitment, Letters of Credit and Loans, and prior to such recordation all amounts owing to the transferor with respect to such Revolving Loan Commitment, Letters of Credit and Loans shall remain owing to the transferor. The registration of assignment or transfer of all or part of any Revolving Loan Commitments, Letters of Credit and Loans shall be recorded by the Administrative Agent on the Register only upon the acceptance by the Administrative Agent of a properly executed and delivered Assignment and Assumption Agreement pursuant to Section 13.04(b). Upon such acceptance and recordation, the assignee specified therein shall be treated as a Lender for all purposes of this Agreement. Coincident with the delivery of such an Assignment and Assumption Agreement to the Administrative Agent for acceptance and registration of assignment or transfer of all or part of a Loan, or as soon thereafter as practicable, the assigning or transferor Lender shall surrender the Note (if any) evidencing such Loan, and thereupon one or more new Notes in the same aggregate principal amount shall be issued to the assigning or transferor Lender and/or the new Lender at the request of any such Lender. The Borrowers jointly and severally agree to indemnify the Administrative Agent from and against any and all losses, claims, damages and liabilities of whatsoever nature which may be imposed on, asserted against or incurred by the Administrative Agent in performing its duties under this Section 13.15 (other than any losses, claims, damages and liabilities to the extent incurred by reason of the gross negligence or willful misconduct of the Administrative Agent (as determined by a court of competent jurisdiction in a final and non-appealable decision)). Each Lender shall have the right, upon written request to the Administrative Agent, to view the Register.

13.16. Confidentiality. (a) Subject to the provisions of clause (b) of this Section 13.16, each Lender agrees that it will not disclose without the prior consent of the Company (other than to its employees, directors, auditors, bank examiners, advisors or counsel or to another Lender if such Lender or such Lender's holding or parent company in its sole discretion determines that any such party should have access to such information, provided such Persons shall be subject to the provisions of this Section 13.16 to the same extent as such Lender) any non-public information with respect to any Holding Company or any of their respective Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Credit Document, provided that any Lender may disclose any such information (i) as has become generally available to the public other than by virtue of a breach of this Section 13.16(a) by the respective Lender, (ii) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or Federal regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (iii) as may be required or appropriate in respect to any summons or subpoena or in connection with any litigation, (iv) in order to comply with any law, order, regulation or ruling applicable to such Lender, (v) to the Administrative Agent or the Collateral Agent, (vi) to any direct or indirect contractual counterparty in any swap, hedge or similar agreement (or to any such contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section 13.16 and (vii) to any prospective or actual transferee, pledgee or participant in connection with any

contemplated transfer, pledge or participation of any of the Notes or Revolving Loan Commitments or any interest therein by such Lender, provided that such prospective transferee, pledgee or participant agrees to be bound by the confidentiality provisions contained in this Section 13.16.

(b) Each of the Holding Companies and each of the Borrowers hereby acknowledge and agree that each Lender may share with any of its affiliates (including its affiliates' respective employees, directors, auditors, advisors and counsel) and such affiliates may share with such Lender, any information related to any Holding Company or any of their respective Subsidiaries (including any non-public customer information regarding the creditworthiness of the Holding Companies and their respective Subsidiaries), provided that (x) such Persons shall be subject to the provisions of this Section 13.16 to the same extent as such Lender and (y) such information shall be utilized by such Lender or its affiliates solely in connection with the matters related to the Credit Documents and the transactions contemplated thereby.

13.17. Patriot Act. Each Lender subject to the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2009) (as amended from time to time, the "Patriot Act") hereby notifies each Credit Party that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Credit Parties and other information that will allow such Lender to identify the Credit Parties in accordance with the Act.

13.18. OTHER LIENS ON COLLATERAL; TERMS OF INTERCREDITOR AGREEMENT; ETC. (a) EACH LENDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT LIENS HAVE BEEN CREATED ON THE COLLATERAL PURSUANT TO THE FIRST LIEN SECURED NOTES DOCUMENTS AND THE SECOND LIEN NOTES DOCUMENTS, AND MAY BE CREATED UNDER THE REFINANCING FIRST LIEN NOTES DOCUMENTS, THE REFINANCING SECOND LIEN NOTES DOCUMENTS AND THE QUALIFIED SECURED DEBT DOCUMENTS, WHICH LIENS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE INTERCREDITOR AGREEMENT. PURSUANT TO THE EXPRESS TERMS OF THE INTERCREDITOR AGREEMENT, IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND ANY OF THE CREDIT DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

(b) EACH LENDER AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT ON BEHALF OF THE LENDERS, AND TO TAKE ALL ACTIONS (AND EXECUTE ALL DOCUMENTS) REQUIRED (OR DEEMED ADVISABLE) BY IT IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT.

(c) THE PROVISIONS OF THIS SECTION 13.18 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT, THE FORM OF WHICH IS ATTACHED AS AN EXHIBIT TO THIS AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT.

13.19. Post-Closing Actions. Notwithstanding anything to the contrary contained in this Agreement or the other Credit Documents, the parties hereto acknowledge and agree that, within 120 days after the Effective Date (as such date may be extended by the Administrative Agent in its sole discretion), the Credit Parties shall have delivered to the Collateral Agent:

(i) fully executed counterparts of Mortgages and corresponding UCC fixture filings, in form and substance reasonably satisfactory to the Administrative Agent, which Mortgages and UCC fixture filings shall cover each Real Property owned or leased by such Credit Parties and designated as a "Mortgaged Property" on Schedule 1.01(e), together with evidence that counterparts of such Mortgages and UCC fixture filings have been delivered to the title insurance company insuring the Lien of such Mortgage for recording;

(ii) a Mortgage Policy relating to each Mortgage of the Mortgaged Property referred to above, issued by a title insurer reasonably satisfactory to the Administrative Agent, in an insured amount reasonably satisfactory to the Administrative Agent and insuring the Administrative Agent that the Mortgage on each such Mortgaged Property is a valid and enforceable Second Priority mortgage lien on such Mortgaged Property, free and clear of all defects and encumbrances except Permitted Encumbrances, with each such Mortgage Policy (w) to be in form and substance reasonably satisfactory to the Administrative Agent, (x) to include, to the extent available in the applicable jurisdiction, supplemental endorsements (including endorsements relating to future advances under this Agreement and the Loans, usury, first loss, last dollar, tax parcel, subdivision, zoning, contiguity, variable rate, doing business, public road access, survey, environmental lien, mortgage tax and so-called comprehensive coverage over covenants and restrictions and for any other matters that the Administrative Agent in its discretion may reasonably request), (y) to not include the "standard" title exceptions, a survey exception or an

exception for mechanics' liens, and (z) to provide for affirmative insurance and such reinsurance as the Administrative Agent in its discretion may reasonably request;

(iii) to induce the title company to issue the Mortgage Policies referred to in subsection (ii) above, such affidavits, certificates, information and instruments of indemnification (including a so-called "gap" indemnification) as shall be required by the title company, together with payment by the Borrowers of all Mortgage Policy premiums, search and examination charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of such Mortgages and issuance of such Mortgage Policies;

(iv) a recent survey of each Mortgaged Property (and all improvements thereon) (w) prepared by a surveyor or engineer licensed to perform surveys in the state where such Mortgaged Property is located, (x) dated not earlier than six months prior to the date of delivery thereof, (y) certified by the surveyor (in a manner reasonably acceptable to the Administrative Agent) to the Administrative Agent in its capacity as such, White & Case LLP and the title company, and (z) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, or one or more affidavits of no change, such surveys or affidavits to be sufficient for the title company to remove all standard survey exceptions from the Mortgage Policy relating to such Mortgaged Property and issue the endorsements required pursuant to the provisions of subsection (ii) above;

(v) to the extent obtainable after the Credit Parties use of their commercially reasonable efforts, fully executed landlord waivers and/or bailee agreements in respect of those Leaseholds of the Company or any other Credit Party designated as "Leaseholds Subject to Landlord Waivers" on Schedule 8.12, each of which landlord waivers and/or bailee agreements shall be in form and substance reasonably satisfactory to the Administrative Agent;

(vi) to the extent requested by the Administrative Agent, copies of all leases in which any Holding Company or any of their respective Subsidiaries holds the lessor's interest or other agreements relating to possessory interests, if any; provided that, to the extent any of the foregoing affect such Mortgaged Property, to the extent requested by the Administrative Agent, such agreements shall be subordinate to the Lien of the Mortgage to be recorded against such Mortgaged Property, either expressly by its terms or pursuant to a subordination, non-disturbance and attornment agreement (with any such agreement being reasonably acceptable to the Administrative Agent); and

(vii) flood certificates covering each Mortgaged Property in form and substance reasonably acceptable to the Administrative Agent, certified to the Collateral Agent in its capacity as such and whether or not each such Mortgaged Property is located in a flood hazard area, as determined by designation of each such Mortgaged Property in a specified flood hazard zone by reference to the applicable FEMA map.

All representations and warranties contained in this Agreement and the other Credit Documents shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required above, rather than as elsewhere provided in the Credit Documents), provided that (x) to the extent any representation and warranty would not be true because the foregoing actions were not taken on the Effective Date, the respective representation and warranty shall be required to be true and correct in all material respects at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of this Section 13.19 and (y) all representations and warranties relating to the Security Documents shall be required to be true immediately after the actions required to be taken by Section 13.19 have been taken (or were required to be taken). The acceptance of the benefits of each Credit Event shall constitute a representation, warranty and covenant by each Credit Party to each of the Lenders that the actions required pursuant to this Section 13.19 will be, or have been, taken within the relevant time periods referred to in this Section 13.19 and that, at such time, all representations and warranties contained in this Agreement and the other Credit Documents shall then be true and correct without any modification pursuant to this Section 13.19, and the parties hereto acknowledge and agree that the failure to take any of the actions required above, within the relevant time periods required above, shall give rise to an immediate Event of Default pursuant to this Agreement.

13.20. Interest Rate Limitation**.** Notwithstanding anything to the contrary contained in any Credit Document, the interest paid or agreed to be paid under the Credit Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

13.21. No Fiduciary Duty. Each Agent, each Lender, and their respective Affiliates (collectively, solely for purposes of this paragraph, the "Lenders") may have economic interests that conflict with those of the Credit Parties,

their stockholders and/or their respective affiliates. Each Credit Party agrees that nothing in the Credit Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and any Credit Party, its respective stockholders or its respective affiliates, on the other. The Credit Parties acknowledge and agree that: (i) the transactions contemplated by the Credit Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, each Credit Party, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Credit Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Credit Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Credit Party except the obligations expressly set forth in the Credit Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of such Credit Party, its respective management, stockholders, creditors or any other Person. Each Credit Party acknowledges and agrees that such Credit Party has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Credit Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Credit Party, in connection with such transaction or the process leading thereto.

SECTION 14. Nature of Borrower Obligations.

14.01. Nature of Borrower Obligations. Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is understood and agreed by the various parties to this Agreement that all Obligations to repay principal of, interest on, and all other amounts with respect to, all Loans, Letters of Credit and all other Obligations pursuant to this Agreement and each other Credit Document (including all fees, indemnities, taxes and other Obligations in connection therewith or in connection with the related Revolving Loan Commitments) shall constitute the joint and several obligations of each of the Borrowers. In addition to the direct (and joint and several) obligations of the Borrowers with respect to Obligations as described above, all such Obligations shall be guaranteed pursuant to, and in accordance with the terms of, the Guaranty.

14.02. Independent Obligation. The obligations of each Borrower with respect to the Obligations are independent of the obligations of each other Borrower or any Guarantor under the Guaranty of such Obligations, and a separate action or actions may be brought and prosecuted against each Borrower, whether or not any other Borrower or any Guarantor is joined in any such action or actions. Each Borrower waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by any Borrower or other circumstance which operates to toll any statute of limitations as to any Borrower shall, to the fullest extent permitted by law, operate to toll the statute of limitations as to each Borrower.

14.03. Authorization. Each of the Borrowers authorizes the Administrative Agent, the Issuing Lenders and the Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to:

(a) exercise or refrain from exercising any rights against any other Borrower or any Guarantor or others or otherwise act or refrain from acting;

(b) release or substitute any other Borrower, endorsers, Guarantors or other obligors;

(c) settle or compromise any of the Obligations of any other Borrower or any other Credit Party, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Borrower to its creditors other than the Lenders;

(d) apply any sums paid by any other Borrower or any other Person, howsoever realized to any liability or liabilities of such other Borrower or other Person regardless of what liability or liabilities of such other Borrower or other Person remain unpaid; and/or

(e) consent to or waive any breach of, or act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise, by any other Borrower or any other Person.

14.04. Reliance. It is not necessary for the Administrative Agent, any Issuing Lender or any Lender to inquire into the capacity or powers of any Holding Company or any of its Subsidiaries or the officers, directors, members, partners or agents acting or purporting to act on its behalf, and any Obligations made or created in reliance upon the professed exercise of such powers shall constitute the joint and several obligations of the Borrowers hereunder.

14.05. Contribution; Subrogation. No Borrower shall have any rights of contribution or subrogation with respect to any other Borrower as a result of payments made by it hereunder, in each case unless and until the Total Revolving Loan Commitment and all Letters of Credit have been terminated and all Obligations have been paid in full in cash (other than indemnities and expense reimbursement obligations which, in either case, are not then due and payable).

14.06. Waiver. Each Borrower waives any right to require the Administrative Agent, the Collateral Agent, the Co-ABL Collateral Agents, the Issuing Lenders or the Lenders to (i) proceed against any other Borrower, any Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any Guarantor or any other party or (iii) pursue any other remedy in the Administrative Agent's, the Collateral Agent's, the Co-ABL Collateral Agents', any Issuing Lender's or Lenders' power whatsoever. Each Borrower waives any defense based on or arising out of suretyship or any impairment of security held from any Borrower, any Guarantor or any other party or on or arising out of any defense of any other Borrower, any Guarantor or any other party other than payment in full in cash of the Obligations, including any defense based on or arising out of the disability of any other Borrower, any Guarantor or any other party, or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Borrower, in each case other than as a result of the payment in full in cash of the Obligations.

SECTION 15. Release of Fertilizer Entities and the Borrowers. (a) Notwithstanding anything to the contrary contained in this Agreement (including Sections 13.04(a) and 13.12(a)(v)) or in any other Credit Document, so long as (i) the Permitted Fertilizer Event is expressly permitted under this Agreement at such time (including pursuant to Section 10.14) and (ii) contemporaneously with the Permitted Fertilizer Event either (x) all outstanding Loans incurred by, and Letters of Credit issued to, Fertilizer LLC or any other Fertilizer Entity are repaid in full (in the case of Loans) and terminated (in the case of Letters of Credit) or (y) the remaining Borrowers shall expressly assume all Obligations of such Fertilizer Entities under this Agreement and the other Credit Documents pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, then, upon the consummation of the Permitted Fertilizer Event, (a) the Fertilizer Entities shall be released from all of their rights and obligations hereunder and under each of the other Credit Documents (including Section 16), (b) the Fertilizer Entities shall no longer be parties to this Agreement and the other Credit Documents, (c) the Fertilizer Entities shall no longer be considered Subsidiaries of any Borrower or Guarantor, and (d) all Collateral owned by any Fertilizer Entity shall be released from the Liens created under the Security Documents, in each case automatically and without any further action by any Person. Notwithstanding the foregoing, the Administrative Agent and/or the Collateral Agent shall execute and deliver to the Company, at the Company's expense, all documents that the Company shall reasonably request to evidence any of the foregoing.

(b) If all of the Equity Interests of any Borrower (other than the Company) shall be sold in accordance with the terms and conditions of Section 10.02(e)) and contemporaneously with the sale of such Borrower, either (x) all outstanding Loans incurred by, and Letters of Credit for the account of, such Borrower are repaid in full (in the case of Loans) and terminated (in the case of Letters of Credit) or (y) the remaining Borrowers shall expressly assume all Obligations of such Borrower under this Agreement and the other Credit Documents pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, then, upon the consummation of the sale, (a) such Borrower shall be released from all of its rights and obligations hereunder (including Section 16) and under each of the other Credit Documents to which such Borrower is a party, (b) such Borrower shall no longer be a party to this Agreement and the other Credit Documents, and (c) all Collateral owned by such Borrower shall be released from the Liens created under the Security Documents, in each case automatically and without any further action by any Person. Notwithstanding the foregoing, the Administrative Agent and/or the Collateral Agent shall execute and deliver to the Company, at the Company's expense, all documents that the Company shall reasonably request to evidence any of the foregoing.

SECTION 16. Guaranty.

16.01. Guaranty of the Guaranteed Obligations. The Guarantors jointly and severally hereby irrevocably and unconditionally guaranty to Administrative Agent for the ratable benefit of the Guaranteed Creditors the due and punctual payment in full of all Guaranteed Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)).

16.02. Contribution by Guarantors. All Guarantors desire to allocate among themselves (collectively, the "Contributing Guarantors"), in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor (a "Funding Guarantor") under this Guaranty such that its Aggregate Payments (as defined below) exceeds its Fair Share (as defined below) as of such date, such Funding Guarantor shall be entitled to a contribution from each of the other Contributing Guarantors in an amount sufficient to cause each Contributing Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount (as defined below) with respect to such Contributing Guarantor to (ii) the aggregate of the Fair Share Contribution

Amounts with respect to all Contributing Guarantors multiplied by (b) the aggregate amount paid or distributed on or before such date by all Funding Guarantors under this Guaranty in respect of the obligations Guaranteed. "Fair Share Contribution Amount" means, with respect to a Contributing Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Contributing Guarantor under this Guaranty that would not render its obligations hereunder or thereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Contributing Guarantor for purposes of this Section 16.02, any assets or liabilities of such Contributing Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Contributing Guarantor. "Aggregate Payments" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (1) the aggregate amount of all payments and distributions made on or before such date by such Contributing Guarantor in respect of this Guaranty (including in respect of this Section 16.02), minus (2) the aggregate amount of all payments received on or before such date by such Contributing Guarantor from the other Contributing Guarantors as contributions under this Section 16.02. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Funding Guarantor. The allocation among Contributing Guarantors of their obligations as set forth in this Section 16.02 shall not be construed in any way to limit the liability of any Contributing Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 16.02.

16.03. Payment by Guarantors. The Guarantors hereby jointly and severally agree, in furtherance of the foregoing and not in limitation of any other right which any Guaranteed Creditor may have at law or in equity against any Guarantor by virtue hereof, that upon the failure of any Borrower to pay any of the Guaranteed Obligations when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), the Guarantors will upon demand pay, or cause to be paid, in cash, to the Administrative Agent for the ratable benefit of Guaranteed Creditors, an amount equal to the sum of the unpaid principal amount of all Guaranteed Obligations then due as aforesaid, accrued and unpaid interest on such Guaranteed Obligations (including interest which, but for such Borrower's becoming the subject of a case under the Bankruptcy Code, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against such Borrower for such interest in the related bankruptcy case) and all other Guaranteed Obligations then owed to Guaranteed Creditors as aforesaid.

16.04. Liability of Guarantors Absolute. Each Guarantor agrees that its obligations hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(a) this Guaranty is a guaranty of payment when due and not of collectability. This Guaranty is a primary obligation of each Guarantor and not merely a contract of surety;

(b) the Administrative Agent may enforce this Guaranty upon the occurrence of an Event of Default notwithstanding the existence of any dispute between any Credit Party or any of is Subsidiaries and any Guaranteed Creditor with respect to the existence of such Event of Default;

(c) the obligations of each Guarantor hereunder are independent of the obligations of each Borrower and the obligations of any other guarantor (including any other Guarantor) of the obligations of any Borrower, and a separate action or actions may be brought and prosecuted against such Guarantor whether or not any action is brought against any Borrower or any of such other guarantors (including any other Guarantor) and whether or not any Borrower or other guarantor is joined in any such action or actions;

(d) payment by any Guarantor of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge any Guarantor's liability for any portion of the Guaranteed Obligations which has not been paid. Without limiting the generality of the foregoing, if the Administrative Agent is awarded a judgment in any suit brought to enforce any Guarantor's covenant to pay a portion of the Guaranteed Obligations, such judgment shall not be deemed to release such Guarantor from its covenant to pay the portion of the Guaranteed Obligations that is not the subject of such suit, and such judgment shall not, except to the extent satisfied by such Guarantor, limit, affect, modify or abridge any other Guarantor's liability hereunder in respect of the Guaranteed Obligations;

(e) any Guaranteed Creditor, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability hereof or giving rise to any reduction, limitation, impairment, discharge or termination of any Guarantor's liability hereunder, from time to time may (i) renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of the Guaranteed Obligations; (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to,

or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment of any other obligations; (iii) request and accept other guaranties of the Guaranteed Obligations and take and hold security for the payment hereof or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for payment of the Guaranteed Obligations, any other guaranties of the Guaranteed Obligations, or any other obligation of any Person (including any other Guarantor) with respect to the Guaranteed Obligations; (v) enforce and apply any security now or hereafter held by or for the benefit of such Guaranteed Creditor in respect hereof or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that such Guaranteed Creditor may have against any such security, in each case as such Guaranteed Creditor in its discretion may determine consistent herewith or the applicable Secured Hedging Agreement or Secured Cash Management Agreement and any applicable security agreement, including foreclosure on any such security pursuant to one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Borrower or any security for the Guaranteed Obligations; and (vi) exercise any other rights available to it under the Credit Documents, Secured Hedging Agreements or Secured Cash Management Agreements; and

(f) this Guaranty and the obligations of the Guarantors hereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than payment in full in cash of the Guaranteed Obligations in accordance with its terms), including the occurrence of any of the following, whether or not any Guarantor shall have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Credit Documents, Secured Hedging Agreements or Secured Cash Management Agreements, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Guaranteed Obligations; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including provisions relating to events of default) hereof, any of the other Credit Documents, any of the Secured Hedging Agreements or any of the Secured Cash Management Agreements or any agreement or instrument executed pursuant thereto, or of any other guaranty or security for the Guaranteed Obligations, in each case whether or not in accordance with the terms hereof or such Credit Document, such Secured Hedging Agreement or such Secured Cash Management Agreement or any agreement relating to such other guaranty or security; (iii) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (iv) the application of payments received from any source (other than payments received pursuant to the other Credit Documents or any of the Hedge Agreements or from the proceeds of any security for the Guaranteed Obligations, except to the extent such security also serves as collateral for indebtedness other than the Guaranteed Obligations) to the payment of indebtedness other than the Guaranteed Obligations, even though any Guaranteed Creditor might have elected to apply such payment to any part or all of the Guaranteed Obligations; (v) any Guaranteed Creditor's consent to the change, reorganization or termination of the corporate structure or existence of any Holding Company or any of their respective Subsidiaries and to any corresponding restructuring of the Guaranteed Obligations; (vi) any failure to perfect or continue perfection of a security interest in any collateral which secures any of the Guaranteed Obligations; (vii) any defenses, set offs or counterclaims which Company may allege or assert against any Guaranteed Creditor in respect of the Guaranteed Obligations, including failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury; (viii) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of any Guarantor as an obligor in respect of the Guaranteed Obligations; and (ix) any law, regulation, decree or order of any jurisdiction adversely effecting the Guaranteed Obligations.

16.05. Waivers by Guarantors. Each Guarantor hereby waives, for the benefit of Guaranteed Creditors: (a) any right to require any Guaranteed Creditor, as a condition of payment or performance by such Guarantor, to (i) proceed against any Borrower, any other guarantor (including any other Guarantor) of the Guaranteed Obligations or any other Person, (ii) proceed against or exhaust any security held from any Borrower, any such other guarantor (including any other Guarantor) or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of any Guaranteed Creditor in favor of any Borrower or any other Person, or (iv) pursue any other remedy in the power of any Guaranteed Creditor whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Borrower or any Guarantor including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Borrower or any Guarantor from any cause other than payment in full in cash of the Guaranteed Obligations in accordance with their terms; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon any Guaranteed Creditor's errors or omissions in the administration of the Guaranteed Obligations; (e) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable

discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Guaranteed Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default hereunder, the Secured Hedging Agreements, the Secured Cash Management Agreements or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto, notices of any extension of credit to any Borrower and notices of any of the matters referred to in Section 14.04 and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

16.06. Guarantors' Rights of Subrogation, Contribution, etc. Until the Guaranteed Obligations (other than indemnities and expense reimbursement obligations which, in either case, are not then due and payable) shall have been paid in full in cash in accordance with their terms and the Total Revolving Loan Commitments shall have terminated and all Letters of Credit shall have expired or been cancelled, each Guarantor hereby waives any claim, right or remedy, direct or indirect, that such Guarantor now has or may hereafter have against any Borrower or any other Guarantor or any of its assets in connection with this Guaranty or the performance by such Guarantor of its obligations hereunder, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including (a) any right of subrogation, reimbursement or indemnification that such Guarantor now has or may hereafter have against any Borrower with respect to the Guaranteed Obligations, (b) any right to enforce, or to participate in, any claim, right or remedy that any Guaranteed Creditor now has or may hereafter have against any Borrower, and (c) any benefit of, and any right to participate in, any collateral or security now or hereafter held by any Guaranteed Creditor. In addition, until the Guaranteed Obligations (other than indemnities and expense reimbursement obligations which, in either case, are not then due and payable) shall have been paid in full in cash in accordance with their terms and the Total Revolving Loan Commitments shall have terminated and all Letters of Credit shall have expired or been cancelled, each Guarantor shall withhold exercise of any right of contribution such Guarantor may have against any other guarantor (including any other Guarantor) of the Guaranteed Obligations, including any such right of contribution as contemplated by Section 16.02. Each Guarantor further agrees that, to the extent the waiver or agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification such Guarantor may have against any Borrower or against any collateral or security, and any rights of contribution such Guarantor may have against any such other guarantor (including any other Guarantor), shall be junior and subordinate to any rights any Guaranteed Creditor may have against any Borrower, to all right, title and interest any Guaranteed Creditor may have in any such collateral or security, and to any right any Guaranteed Creditor may have against such other guarantor (including any other Guarantor). If any amount shall be paid to any Guarantor on account of any such subrogation, reimbursement, indemnification or contribution rights at any time when all Guaranteed Obligations shall not have been indefeasibly paid in full in cash in accordance with their terms, such amount shall be held in trust for the Administrative Agent on behalf of Guaranteed Creditors and shall forthwith be paid over to the Administrative Agent for the benefit of Guaranteed Creditors to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms hereof.

16.07. Subordination of Other Guaranteed Obligations. Any Indebtedness of any Borrower or any Guarantor now or hereafter held by any Guarantor (the "Obligee Guarantor") is hereby subordinated in right of payment to the Guaranteed Obligations, and any such indebtedness collected or received by the Obligee Guarantor after an Event of Default has occurred and is continuing shall be held in trust for the Administrative Agent on behalf of Guaranteed Creditors and shall forthwith be paid over to the Administrative Agent for the benefit of Guaranteed Creditors to be credited and applied against the Guaranteed Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision hereof.

16.08. Continuing Guaranty. This Guaranty is a continuing guaranty and shall remain in effect until all of the Guaranteed Obligations shall have been paid in full and the Total Revolving Loan Commitments shall have terminated and all Letters of Credit shall have expired or been cancelled. Each Guarantor hereby irrevocably waives any right to revoke this Guaranty as to future transactions giving rise to any Guaranteed Obligations.

16.09. Authority of Guarantors or the Borrowers. It is not necessary for any Guaranteed Creditor to inquire into the capacity or powers of any Guarantor or any Borrower or the officers, directors or any agents acting or purporting to act on behalf of any of them. The Guarantors hereby authorize the Borrowers to enter into the Intercreditor Agreement and agree to be bounds by the provisions thereof to the same extent as the Borrowers.

16.10. Financial Condition of Company. Any Credit Event may be made to, or for the benefit of, any Borrower or continued from time to time, and any Secured Hedging Agreements or any Secured Cash Management Agreements may be entered into from time to time, in each case without notice to or authorization from any Guarantor regardless of the financial or other condition of such Borrower at the time of any such grant or continuation or at the time such

Secured Hedging Agreement or Secured Cash Management Agreement is entered into, as the case may be. No Guaranteed Creditor shall have any obligation to disclose to or discuss with any Guarantor its assessment, or any Guarantor's assessment, of the financial condition of any Borrower. Each Guarantor has adequate means to obtain information from the Borrowers on a continuing basis concerning the financial condition of the Borrowers and their ability to perform its obligations under the Credit Documents, the Secured Hedging Agreements and Secured Cash Management Agreements, and each Guarantor assumes the responsibility for being and keeping informed of the financial condition of the Borrowers and of all circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations. Each Guarantor hereby waives and relinquishes any duty on the part of any Guaranteed Creditor to disclose any matter, fact or thing relating to the business, operations or conditions of the Borrowers now known or hereafter known by any Guaranteed Creditor.

16.11. Bankruptcy, etc. (a) Without limiting any Guarantor's ability to file a voluntary bankruptcy petition in respect of itself, so long as any Guaranteed Obligations remain outstanding, no Guarantor shall, without the prior written consent of the Administrative Agent acting pursuant to the instructions of Required Lenders, commence or join with any other Person in commencing any bankruptcy, reorganization or insolvency case or proceeding of or against any Borrower or any other Guarantor. The obligations of the Guarantors hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of any Borrower or any Guarantor or by any defense which any Borrower or any Guarantor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Each Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any case or proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if such case or proceeding had not been commenced) shall be included in the Guaranteed Obligations because it is the intention of the Guarantors and the Guaranteed Creditors that the Guaranteed Obligations which are guaranteed by the Guarantors pursuant hereto should be determined without regard to any rule of law or order which may relieve any Borrower of any portion of such Guaranteed Obligations. The Guarantors will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person to pay the Administrative Agent, or allow the claim of Administrative Agent in respect of, any such interest accruing after the date on which such case or proceeding is commenced.

(c) In the event that all or any portion of the Guaranteed Obligations are paid by any Borrower, the obligations of the Guarantors hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from any Guaranteed Creditor as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes hereunder.

16.12. Discharge of Guaranty Upon Sale of Guarantor. If all of the Equity Interests of any Guarantor or any of its successors in interest hereunder shall be sold or otherwise disposed of (including by merger or consolidation) in accordance with the terms and conditions of this Agreement, the Guaranty of such Guarantor or such successor in interest, as the case may be, hereunder shall automatically be discharged and released without any further action by any Guaranteed Creditor or any other Person effective as of the time of such sale or other disposition.

16.13. Additional Guarantors. It is understood and agreed that any Subsidiary of the Holding Companies that is required to become a Guarantor hereunder shall do so by (x) executing a Joinder Agreement substantially in the form of Exhibit M and delivering same to the Administrative Agent, and (y) taking all actions as specified in this Agreement as would have been taken by such Guarantor had it been an original party to this Agreement, in each case with all documents and actions required to be taken above to be taken to the reasonable satisfaction of the Administrative Agent.

* * *

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

Address:

COFFEYVILLE RESOURCES, LLC

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

COFFEYVILLE PIPELINE, INC.

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

COFFEYVILLE REFINING & MARKETING, INC.

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

COFFEYVILLE NITROGEN FERTILIZERS, INC.

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

COFFEYVILLE CRUDE TRANSPORTATION, INC.

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

COFFEYVILLE TERMINAL, INC.

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

CL JV HOLDINGS, LLC

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

COFFEYVILLE RESOURCES PIPELINE, LLC

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

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

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

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC

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

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC

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

COFFEYVILLE RESOURCES TERMINAL, LLC

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

COFFEYVILLE FINANCE, INC.

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

CVR SPECIAL GP, LLC

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

CVR PARTNERS, LP

By: CVR GP, LLC, its managing general partner

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

DEUTSCHE BANK TRUST COMPANY AMERICAS, Individually and as Administrative Agent, as Collateral Agent and as Co-ABL Collateral Agent

By: /s/ Erin Morrissey
Name: Erin Morrissey
Title: Vice President

By: /s/ Michael Getz
Name: Michael Getz
Title: Vice President

JPMORGAN CHASE BANK, N.A., Individually
and as Co-ABL Collateral Agent

By: /s/ J. Devin Mock
Name: J. Devin Mock
Title: Vice President

WELLS FARGO BANK, N.A.

By: /s/ Sanat Amladi
Name: Sanat Amladi
Title: Authorized Signatory

WELLS FARGO CAPITAL FINANCE, LLC,
as Co-ABL Collateral Agent

By: /s/ Sanat Amladi
Name: Sanat Amladi
Title: Senior Vice President

SunTrust Bank

By: /s/ Mark Bohntinsky
Name: Mark Bohntinsky
Title: Director

THE ROYAL BANK OF SCOTLAND plc,
as Lender and as Co-Documentation Agent

By: /s/ Brian D. Williams
Name: Brian D. Williams
Title: Vice President

PNC Bank, National Association

By: /s/ Jonathan Parker
Name: Jonathan Parker
Title: Relationship Manager

BARCLAYS BANK PLC

By: /s/ David Barton
Name: David Barton
Title: Director

Fifth Third Bank, N.A.

By: /s/ Donald R. Parker
Name: Donald R. Parker
Title: Vide President

AMEGY BANK, N.A.

By: /s/ William B. Robinson
Name: William B. Robinson
Title: Assistant Vice President

TABLE OF CONTENTS

EXHIBIT E

FORM OF SHAREHOLDER SUBORDINATED NOTE

$_____ New York, New York

_____ __, ____

FOR VALUE RECEIVED, [Coffeyville Pipeline, Inc.] [Coffeyville Refining & Marketing, Inc.] [Coffeyville Nitrogen Fertilizers, Inc.] [Coffeyville Crude Transportation, Inc.] [Coffeyville Terminal, Inc.] [CL JV Holdings, LLC], a Delaware [corporation] [limited liability company] (the "Payor"), hereby promises to pay to_____ or [its] [his] [her] assigns (the "Payee"), in immediately available funds, at_____, the principal sum of _____ DOLLARS, which amount shall be payable on _____,__, ____.[1]

1 Insert a date at least one year after the latest Revolving Commitment Termination Date then in effect.

[The Payor also promises to pay interest on the unpaid principal amount hereof in like money at said office from the date hereof until paid at a rate per annum equal to _____, such interest to be paid [semi-annually] [annually] on _____ [and _____] of each year and at maturity hereof.]

This Note is subject to voluntary prepayment, in whole or in part, at the option of the Payor, without premium or penalty.

This Note is one of the Shareholder Subordinated Notes referred to in the Credit Agreement, dated as of February 22, 2011, among Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources, LLC (the "Company"), Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal LLC, certain other Subsidiaries of the Holding Companies and the Company from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as Administrative Agent and as Collateral Agent (as amended, restated, modified, supplemented, extended, renewed, refinanced, replaced and/or refunded from time to time, the "Credit Agreement") and shall be subject to the provisions thereof. Unless otherwise defined herein, all capitalized terms used herein or in Annex A attached hereto and defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement.

Notwithstanding anything to the contrary contained in this Note, the Payee understands and agrees that the Payor shall not be required to make, and shall not make, any payment of principal, interest or other amounts on this Note to the extent that such payment is prohibited by, or would give rise to a default or an event of default under, the terms of any Senior Indebtedness (as defined in Annex A attached hereto), including, but not limited to, Sections 10.03 and 10.08 of the Credit Agreement.

This Note, and the Payor's obligations hereunder, shall be subordinate and junior to all indebtedness constituting Senior Indebtedness on the terms and conditions set forth in Annex A attached hereto, which Annex A is herein incorporated by reference and made a part hereof as if set forth herein in its entirety. Annex A shall not be amended, modified or supplemented without the written consent of the Required Lenders.

The Payor hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[NAME OF THE PAYOR]

By: _____
Name:
Title:

ANNEX A
to
EXHIBIT E

Section 1.01. Subordination of Liabilities. [Coffeyville Pipeline, Inc.] [Coffeyville Refining & Marketing, Inc.] [Coffeyville Nitrogen Fertilizers, Inc.] [Coffeyville Crude Transportation, Inc.] [Coffeyville Terminal, Inc.] [CL JV Holdings, LLC], (the "Payor"), for itself, its successors and assigns, covenants and agrees, and each holder of the Note to which this Annex A is attached (the "Note") by its acceptance thereof likewise covenants and agrees, that the payment of the principal of, interest on, and all other amounts owing in respect of, the Note (the "Subordinated Indebtedness") is hereby expressly subordinated, to the extent and in the manner hereinafter set forth, to the prior payment in full in cash of all Senior Indebtedness (as defined in Section 1.07 of this Annex A). The provisions of this Annex A shall constitute a continuing offer to all persons and other entities who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such provisions are made for the benefit of the holders of Senior Indebtedness, and such holders are hereby made obligees hereunder the same as if their names were written herein as such, and they and/or each of them may proceed to enforce such provisions.

Section 1.02. The Payor Not to Make Payments with Respect to Subordinated Indebtedness in Certain Circumstances. (a) Upon the maturity of any Senior Indebtedness (including interest thereon or fees or any other amounts owing in respect thereof), whether at stated maturity, by acceleration or otherwise, all Obligations (as defined in Section 1.07 of this Annex A) due and owing in respect thereof shall first be paid in full in cash, before any payment of any kind or character (whether in cash, property, securities or otherwise) is made on account of the Subordinated Indebtedness.

(b) Until all Senior Indebtedness has been paid in full in cash and all commitments and letters of credit in respect of such Senior Indebtedness have been terminated (or arrangements with respect to the letters of credit that are satisfactory to the issuers of such letters of credit have been made), the sum of all payments in respect of the Note (including principal and interest), together with the sum of (i) all payments made under all other Shareholder Subordinated Notes and (ii) all payments made by the Payor, any other Holding Company and any of their Subsidiaries to repurchase stock of the Payor, any other Holding Company or Parent held by employees of the Payor, any other Holding Company and any of their Subsidiaries shall not exceed at any time that amount permitted to be paid by the Payor, any other Holding Company and any of their Subsidiaries for such purpose by the terms of the respective issue of Senior Indebtedness.

(c) The Payor may not, directly or indirectly (and no other person or other entity on behalf of the Payor may), make any payment of any Subordinated Indebtedness and may not acquire any Subordinated Indebtedness for cash, property or securities until all Senior Indebtedness has been paid in full in cash and all commitments and letters of credit in respect of such Senior Indebtedness have been terminated (or arrangements with respect to the letters of credit that are satisfactory to the issuers of such letters of credit have been made) if any default or event of default under the Credit Agreement (as defined in Section 1.07 of this Annex A) or any other issue of Senior Indebtedness is then in existence or would result therefrom. Each holder of the Note hereby agrees that, so long as any such default or event of default in respect of any issue of Senior Indebtedness exists, it will not sue for, or otherwise take any action to enforce the Payor's obligations to pay, amounts owing in respect of the Note. Each holder of the Note understands and agrees that to the extent that this clause (c) prohibits any payment, or clause (b) of this Section 1.02 reduces the payment of, interest and/or principal which would otherwise be payable under the Note but for the limitations set forth in this clause (c) or such clause (b), such unpaid amount shall not constitute a payment default under the Note and the holder of the Note may not sue for, or otherwise take action to enforce the Payor's obligation to pay such amount, provided that such unpaid principal or interest shall remain an obligation of the Payor to the holder of the Note pursuant to the terms of the Note.

(d) In the event that, notwithstanding the provisions of the preceding subsections (a), (b) and (c) of this Section 1.02, the Payor shall make (or the holder of the Note shall receive) any payment on account of the Subordinated Indebtedness at a time when payment is not permitted by said subsection (a), (b) or (c), such payment shall be held by the holder of the Note, in trust for the benefit of, and shall be paid forthwith over and delivered to, the holders of Senior Indebtedness or their representative or the trustee under the indenture or other agreement pursuant to which any instruments evidencing any Senior Indebtedness may have been issued, as their respective interests may appear, for application pro rata to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all Senior Indebtedness in full in cash in accordance with the terms of such Senior Indebtedness, after giving effect to any concurrent payment or distribution to or for the holders of Senior Indebtedness. Without in any way modifying the provisions of this Annex A or affecting the subordination effected hereby if the hereafter referenced notice is not given, the Payor shall give the holder of the Note prompt written notice of any event which would prevent payments under Section 1.02(a), (b) or (c) hereof.

Section 1.03. Subordination to Prior Payment of all Senior Indebtedness on Dissolution, Liquidation or Reorganization of Company. Upon any distribution of assets of the Payor upon dissolution, winding up, liquidation or

reorganization of the Payor (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise):

(a) the holders of all Senior Indebtedness shall first be entitled to receive pay-ment in full in cash of all Senior Indebtedness (including, without limitation, post-petition interest at the rate (including the default rate) provided in the documentation with respect to the Senior Indebtedness, whether or not such post-petition interest is an allowed claim against the debtor in any bankruptcy or similar proceeding) before the holder of the Note is entitled to receive any payment of any kind or character on account of the Subordinated Indebtedness;

(b) any payment or distribution of assets of the Payor of any kind or character, whether in cash, property or securities, to which the holder of the Note would be entitled except for the provisions of this Annex A, shall be paid by the liquidating trustee or agent or other person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee or other trustee or agent, directly to the holders of Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture under which any instruments evidencing any such Senior Indebtedness may have been issued, to the extent necessary to make payment in full in cash of all Senior Indebtedness remaining unpaid, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness; and

(c) in the event that, notwithstanding the foregoing provisions of this Section 1.03, any payment or distribution of assets of the Payor of any kind or character, whether in cash, property or securities, shall be received by the holder of the Note on account of Subordinated Indebtedness before all Senior Indebtedness is paid in full in cash, such payment or distribution shall be received and held in trust for and shall be paid over to the holders of the Senior Indebtedness remaining unpaid or their representative or representatives, or to the trustee or trustees under any indenture under which any instruments evidencing any of such Senior Indebtedness may have been issued, for application to the payment of such Senior Indebtedness until all such Senior Indebtedness shall have been paid in full in cash, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness.

If the holder of the Note does not file a proper claim or proof of debt in the form required in any proceeding or other action referred to in the introduction paragraph of this Section 1.03 prior to 30 days before the expiration of the time to file such claim or claims, then any of the holders of the Senior Indebtedness or their representative is hereby authorized to file an appropriate claim for and on behalf of the holder of the Note.

Without in any way modifying the provisions of this Annex A or affecting the subordination effected hereby if the hereafter referenced notice is not given, the Payor shall give prompt written notice to the holder of the Note of any dissolution, winding up, liquidation or reorganization of the Payor (whether in bankruptcy, insolvency or receivership proceedings or upon assignment for the benefit of creditors or otherwise).

Section 1.04. Subrogation. Subject to the prior payment in full in cash of all Senior Indebtedness and all commitments and letters of credit in respect of such Senior Indebtedness having been terminated (or arrangements with respect to the letters of credit that are satisfactory to the issuers of such letters of credit have been made), the holder of the Note shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of the Payor applicable to the Senior Indebtedness until all amounts owing on the Note shall be paid in full, and for the purpose of such subrogation no payments or distributions to the holders of the Senior Indebtedness by or on behalf of the Payor or by or on behalf of the holder of the Note by virtue of this Annex A which otherwise would have been made to the holder of the Note shall, as between the Payor, its creditors, other than the holders of Senior Indebtedness, and the holder of the Note, be deemed to be payment by the Payor to or on account of the Senior Indebtedness, it being understood that the provisions of this Annex A are and are intended solely for the purpose of defining the relative rights of the holder of the Note, on the one hand, and the holders of the Senior Indebtedness, on the other hand.

Section 1.05. Obligation of the Payor Unconditional. Nothing contained in this Annex A or in the Note is intended to or shall impair, as between the Payor and the holder of the Note, the obligation of the Payor, which is absolute and unconditional, to pay to the holder of the Note the principal of and interest on the Note as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the holder of the Note and creditors of the Payor other than the holders of the Senior Indebtedness, nor, except as specifically provided herein, shall anything herein or therein prevent the holder of the Note from exercising all remedies otherwise permitted by applicable law upon an event of default under the Note, subject to the rights, if any, under this Annex A of the holders of Senior Indebtedness in respect of cash, property or securities of the Payor received upon the exercise of any such remedy. Upon any distribution of assets of the Payor referred to in this Annex A, the holder of the Note shall be entitled to rely upon any order or decree made by any court of competent jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending, or a certificate of the liquidating trustee or agent or other person making any distribution to the holder of the Note, for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Payor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and

all other facts pertinent thereto or to this Annex A.

Section 1.06. Subordination Rights Not Impaired by Acts or Omissions of Company or Holders of Senior Indebtedness. No right of any present or future holders of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Payor or by any act or failure to act by any such holder, or by any noncompliance by the Payor with the terms and provisions of the Note, regardless of any knowledge thereof which any such holder may have or be otherwise charged with. The holders of the Senior Indebtedness may, without in any way affecting the obligations of the holder of the Note with respect hereto, at any time or from time to time and in their absolute discretion, change the manner, place or terms of payment of, change or extend the time of payment of, or renew or alter, any Senior Indebtedness or amend, modify or supplement any agreement or instrument governing or evidencing such Senior Indebtedness or any other document referred to therein, or exercise or refrain from exercising any other of their rights under the Senior Indebtedness including, without limitation, the waiver of default thereunder and the release of any collateral securing such Senior Indebtedness, all without notice to or assent from the holder of the Note.

Section 1.07. Senior Indebtedness. The term "Senior Indebtedness" shall mean all Obligations (as defined below) of (i) the Payor under (or in respect of) the Credit Agreement, dated as of February 22, 2011 (as amended, restated, modified, supplemented, extended, renewed, refinanced, replaced and/or refunded from time to time, the "Credit Agreement"), among the Holding Companies, the Borrowers, the Subsidiary Guarantors, the lenders from time to time party thereto, and Deutsche Bank Trust Company Americas, as Administrative Agent and as Collateral Agent, and any renewal, extension, restatement, refinancing or refunding (in whole or in part) thereof, (ii) the Payor (under or in respect of) any Secured Hedging Agreement (as such term is defined in the Credit Agreement) and (iii) the Payor under (or in respect of) any Secured Cash Management Agreement (as such term is defined in the Credit Agreement)1. As used herein, the term "Obligation" shall mean any principal, interest, premium, penalties, fees, expenses, indemnities and other liabilities and obligations payable under the documentation governing any indebtedness (including interest after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the relevant rate provided pursuant to the terms of the respective documentation, whether or not such interest is an allowed claim against the debtor in any such proceeding) and all guaranties of the foregoing obligations.

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1 Additional Obligations may be included as Senior Indebtedness to the extent required by the terms of any debt agreement of any Holding Company or any of its Subsidiaries

Section 1.08. Miscellaneous. If, at any time, all or part of any payment with respect to Senior Indebtedness theretofore made by the Payor or any other Person or entity is re—scinded or must otherwise be returned by the holders of the Senior Indebtedness for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Payor or such other Person or entity), the subordination provisions set forth herein shall continue to be effective or be reinstated, as the case may be, all as though such payment had not been made.

EXHIBIT F

FORM OF OFFICERS' CERTIFICATE

I, the undersigned, **[**Chairman/Vice-Chairman/Chief Executive Officer/President/Vice-President**]** of **[**Name of Credit Party**]**, a **[**corporation**] [**limited liability company**] [**partnership**]** organized and existing under the laws of the State of Delaware (the "Company"), **[**which [corporation] [limited liability company] [partnership] constitutes the managing member of _____, a _____ limited liability company (the "Limited Liability Company"),**]** do hereby certify, solely in my capacity as an officer of the Company and not in my individual capacity, on behalf of the Company **[**, as the general partner of the Partnership**] [**, as the managing member of the Limited Liability Company**]**, that:

1. This Certificate is furnished pursuant to the ABL Credit Agreement, dated as of February [ ]**,** 2011, among Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, certain other Subsidiaries of the Holding Companies or Coffeyville Resources, LLC from time to time party thereto, the lenders from time to time party thereto, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent (such Credit Agreement, as in effect on the date of this Certificate, being herein called the "Credit Agreement"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

2. The persons named in Exhibit A have been duly elected, have duly qualified as, and at all times since _____ __, 20_1 (to and including the date hereof) have been officers of the Company, holding the respective offices in Exhibit A set forth opposite their names, and the signatures on Exhibit A set forth opposite their names are their genuine signatures.

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1 Insert the date of resolutions to be attached as Exhibit D.

3. Attached hereto as Exhibit B is a certified copy of the **[**Certificate of Incorporation of the Company**] [**Certificate of Partnership**] [**Certificate of Formation of the Limited Liability Company**]**, as filed in the Office of the Secretary of State of the State of Delaware, together with all amendments thereto adopted through the date hereof.

4. Attached hereto as Exhibit C is a **[**true and correct copy of the By-Laws of the Company which were duly adopted and are in full force and effect on the date hereof**] [**true and correct copy of the **[**Partnership Agreement of the Partnership**] [**Limited Liability Company Agreement of the Limited Liability Company**]**, together with all amendments thereto adopted through the date hereof**]**.

5. Attached hereto as Exhibit D is a true and correct copy of resolutions which were duly adopted on _____ __, ____ **[**by unanimous written consent of the Board of Directors of the Company**] [**by a meeting of the Board of Directors of the Company at which a quorum was present and acting throughout**]**, and said resolutions have not been rescinded, amended or modified. Except as attached hereto as Exhibit D, no resolutions have been adopted by the Board of Directors of the Company which deal with the execution, delivery or performance of any of the Documents to which the Company **[**, as the general partner of the Partnership,**] [**, as the managing member of the Limited Liability Company,**]** is a party.

[6. On the date hereof, all of the conditions set forth in Sections 6.06 through 6.08, inclusive, and 7.01 of the Credit Agreement have been satisfied.

7. Attached hereto as Exhibit E are true and correct copies of all Shareholders' Agreements of each Holding Company and each of their Subsidiaries required to be delivered to the Administrative Agent pursuant to Section 6.05 of the Credit Agreement.

8. Attached hereto as Exhibit F are true and correct copies of all Management Agreements of each Holding Company and each of their Subsidiaries required to be delivered to the Administrative Agent pursuant to Section 6.05 of the Credit Agreement.

9. Attached hereto as Exhibit G are true and correct copies of all Tax Sharing Agreements of each Holding Company and each of their Subsidiaries required to be delivered to the Administrative Agent pursuant to Section 6.05 of the Credit Agreement.

10. Attached hereto as Exhibit H are true and correct copies of all Existing Indebtedness Agreements of each Holding Company and each of their Subsidiaries required to be delivered to the Administrative Agent pursuant to Section 6.05 of the Credit Agreement.

11. Attached hereto as Exhibit I are true and correct copies of all First Lien Notes Documents and Second Lien Notes Documents required to be delivered to the Administrative Agent pursuant to Section 6.11 of the Credit Agreement.

13. On the date hereof, after giving effect to the Transaction and after giving effect to each Credit Event to occur on the date hereof, Excess Availability is equal to or exceeds $[100,000,000]. Attached hereto as Exhibit J are the calculations demonstrating in reasonable detail such Excess Availability.**]**2

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2 To be included in the Certificate delivered on behalf of Coffeyville Resources, LLC.

[6**][**14.**]** On the date hereof, the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof, both before and after giving effect to each Credit Event to occur on the date hereof and the application of the proceeds thereof, unless stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such specified earlier date (it being understood that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on any such date).

[7**][**15.**]** On the date hereof, no Default or Event of Default has occurred and is continuing or would result from any Credit Event to occur on the date hereof or from the application of the proceeds thereof.

[8.**][**16.**]** There is no pending proceeding for the dissolution or liquidation of **[**the Company**] [**and/or the **[**Partnership**] [**Limited Liability Company**]]** or, to the knowledge of the undersigned, threatening its existence.

* * *

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, ___.

[NAME OF CREDIT PARTY]

By: _____
Name:
Title:

I, the undersigned, **[**Secretary/Assistant Secretary**]** of the Company, do hereby certify, solely in my capacity as a/an **[**Secretary/Assistant Secretary**]** of the Company and not in my individual capacity, on behalf of the Company **[**, as general partner of the Partnership**] [**, as the managing member of the Limited Liability Company,**]** that:

1. **[**Name of Person making above certifications**]** is the duly elected and qualified **[**Chairman/Vice-Chairman/Chief Executive Officer/President/Vice-President**]** of the Company and the signature above is **[**his**] [**her**]** genuine signature.

2. The certifications made by **[**name of Person making above certifications**]** on behalf of the Company in Items 2, 3, 4, 5 and **[**8**][**16**]** above are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, ___.

[NAME OF CREDIT PARTY]

By: _____
Name:
Title:

Name[3]	Office	Signature

[3] Include name, office and signature of each officer who will sign any Credit Document on behalf of the Company **[**, as general partner of the Partnership**] [**, as the managing member of the Limited Liability Company**]**, including the officer who will sign the certification at the end of this Certificate or related documentation.

EXHIBIT H

FORM OF SOLVENCY CERTIFICATE

To the Administrative Agent and each of the Lenders
party to the Credit Agreement referred to below:

This Certificate is furnished to the Administrative Agent and the Lenders pursuant to Section 6.13(a) of the ABL Credit Agreement, dated as of February [ ], 2011, among Coffeyville Resources, LLC (the "Company"), a Delaware limited liability company, Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, certain other Subsidiaries of the Holding Companies or the Company from time to time party thereto, the lenders party thereto from time to time, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as Collateral Agent and as Administrative Agent (the "Administrative Agent") (the "Credit Agreement"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

For purposes of this Certificate, the terms below shall have the following definitions:

(a) "Fair Value"

The amount at which the assets (both tangible and intangible), in their entirety, of the Credit Parties (taken as a whole) would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

(b) "Present Fair Salable Value"

The amount that could be obtained by an independent willing seller from an independent willing buyer if the assets, in their entirety, of the Credit Parties (taken as a whole) are sold with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises.

(c) "New Financing"

All Indebtedness incurred or to be incurred by the Holding Companies and their Subsidiaries in connection with the Transaction (including Indebtedness under the Credit Documents and all other financings contemplated by the other Credit Documents), in each case after giving effect to the Transaction and the incurrence of all financings, redemptions and repayments in connection therewith.

(d) "Stated Liabilities"

The recorded liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of the Credit Parties (taken as a whole) as of the date hereof after giving effect to the consummation of the Transaction (which, for purposes of this Certificate, shall include the retirement and repayment on the Effective Date of Indebtedness in respect of the Refinancing with the proceeds of the New Financing), determined in accordance with GAAP consistently applied, together with the amount of the New Financing.

(e) "Identified Contingent Liabilities"

The maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other contingent liabilities (other than such contingent liabilities included within the term "Stated Liabilities") of the Credit Parties (taken as a whole) after giving effect to the Transaction (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities), as identified and explained in terms of their nature and estimated magnitude by responsible officers of

the Holding Companies and their respective Subsidiaries or that have been identified as such by an officer of a Holding Company or any of its Subsidiaries, determined in accordance with GAAP.

(f) "will be able to pay their Stated Liabilities and Identified Contingent Liabilities as they mature or otherwise become payable."

For the period from the date hereof through the stated maturity of all New Financing, the Credit Parties (taken as a whole) will have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or otherwise become payable.

(g) "does or do not have Unreasonably Small Capital"

For the period from the date hereof through the stated maturity of all New Financing, the Credit Parties (taken as a whole) after consummation of the Transaction and all Indebtedness (including the Loans) being incurred and issued by the Credit Parties in connection therewith, is or are a going concern and have sufficient capital to ensure that it or they will continue to be a going concern (as such term is determined in accordance with GAAP) for such period and to remain a going concern.

I, the undersigned, the Chief Financial Officer of the Company in that capacity only and not in my individual capacity, do hereby certify as of the date hereof that:

1. For purposes of this Certificate, I, or officers of the Holding Companies and/or their Subsidiaries under my direction and supervision, have performed the following procedures as of and for the periods set forth below.

(a) Reviewed the financial statements (including the pro forma financial statements) referred to in Section 8.05 of the Credit Agreement.

(b) Made inquiries of certain officials of the Holding Companies and their Subsidiaries who have responsibility for financial and accounting matters.

(c) Reviewed to my satisfaction the Credit Documents and the respective Schedules and Exhibits thereto.

2. After giving effect to the Transaction occurring on the date hereof, on a consolidated basis:

(i) the Fair Value of the assets of the Credit Parties (taken as a whole) will exceed their Stated Liabilities and Indentified Contingent Liabilities;

(ii) the Present Fair Saleable Value of the property of the Credit Parties (taken as a whole) will be greater than the amount that will be required to pay their Stated Liabilities and Identified Contingent Liabilities as they mature or otherwise become payable;

(iii) the Credit Parties (taken as a whole) will not have Unreasonably Small Capital;

(iv) the Credit Parties (taken as a whole) intend to and believe that they will be able to pay their Stated Liabilities and Identified Contingent Liabilities as they mature or otherwise become payable; and

3. The Holding Companies and their Subsidiaries do not intend, in consummating the transactions contemplated by the New Financing, to delay, hinder, or defraud either present or future creditors.

IN WITNESS WHEREOF, the undersigned has set his hand this __ day of _____, 2011.

COFFEYVILLE RESOURCES, LLC

By: _____
Name:
Title: Chief Financial Officer

EXHIBIT I

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 9.01(f) of the ABL Credit Agreement, dated as of February [ ], 2011 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources, LLC (the "Company"), Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, certain other Subsidiaries of the Holding Companies and the Company from time to time party thereto, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, Deutsche Bank Trust Company Americas, as Collateral Agent and as Administrative Agent, and the lenders party thereto from time to time. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

1. I am the duly elected, qualified and acting chief financial officer of the Company.

2. I have reviewed and am familiar with the contents of this Compliance Certificate. I am providing this Compliance Certificate solely in my capacity as an officer of the Company. The matters set forth herein are true to my knowledge after due inquiry.

3. I have reviewed the terms of the Credit Agreement and the other Credit Documents and have made or caused to be made a review in reasonable detail of the transactions and condition of the Holding Companies and their Subsidiaries during the accounting period covered by the financial statements attached hereto as ANNEX 1 (the "Financial Statements"). Such review did not disclose the existence at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Compliance Certificate, of any condition or event which constitutes a Default or an Event of Default [other than as set forth in ANNEX 2 attached hereto][1]

4. Attached hereto as ANNEX [2] [3] are the computations showing (in reasonable detail) compliance with the covenant specified in Section 10.07 of the Credit Agreement for the Test Period ended [_____].

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1 To be included if any Default or Event of Default has occurred and is continuing.

* * *

IN WITNESS WHEREOF, I have executed this Compliance Certificate this ____ day of _____.

COFFEYVILLE RESOURCES, LLC

By: _____
Name:
Title: Chief Financial Officer

ANNEX 1

[Applicable Financial Statements To Be Attached]

ANNEX 2

[Specify in reasonable detail the nature and extent of any Default or Event of Default]

ANNEX [2][3]

The information described herein is as of _____, ___[1] (the "Computation Date") and, except as otherwise indicated below, pertains to the period from [first day of applicable Test Period] to the Computation Date (the "Relevant Period").

Financial Covenants	**Amount**
A. Financial Covenant	
(i) Fixed Charge Coverage Ratio (Section 10.07)	
a. Consolidated EBITDA[2] for the Test Period (as defined in the Credit Agreement) ended on the Computation Date minus (i) the aggregate amount of all Capital Expenditures made by the Company and its Subsidiaries during such period (other than Capital Expenditures to the extent financed with the proceeds of any sale or issuance of Equity Interests, the proceeds of any asset sale (other than sales of inventory in the ordinary course of business), the proceeds of any Recovery Event or the proceeds of any incurrence of Indebtedness (other than the incurrence of any Loans or any loans under any other revolving credit (or similar) facility), but including Capital Expenditures to the extent financed with proceeds of Loans or any loans under any other revolving credit (or similar) facility minus (ii) the amount of all cash payments (including cash Dividends pursuant to Section 10.03(d) of the Credit Agreement) made by the Company and its Subsidiaries in respect of income taxes or income tax liabilities (net of cash income tax refunds) during such period (excluding such cash payments related to asset sales not in the ordinary course of business)	$ _____
b. Fixed Charges for the Test Period ended on the Computation Date being the sum of (a) any amortization or other scheduled payments made during such period on all Indebtedness of the Company and its Subsidiaries for such period (including the principal component of all obligations in respect of all Capitalized Lease Obligations), plus (b) Consolidated Interest Expense of the Company and its Subsidiaries for such period, plus (c) the aggregate amount of all cash Dividends paid by the Company and its Subsidiaries as permitted under Section 10.03 of the Credit Agreement for such period (other than cash Dividends (x) paid to the Company or any of its Subsidiaries or (y) cash Dividends paid pursuant to Sections 10.03(c) and (d) of the Credit Agreement (but in the case of such clause (d), only in respect of income taxes or income tax liabilities))	$ _____
c. Ratio of line a to line b	_____:1.00
d. Minimum required pursuant to Section 10.07 of the Credit Agreement	1.00 :1.00

1 Attach hereto in reasonable detail the calculations required to arrive at Consolidated EBITDA for purposes of the Fixed Charge Coverage Ratio.

2 Insert the last day of the respective fiscal month, quarter or year covered by the financial statements which are required to be accompanied by this Compliance Certificate.

EXHIBIT J

FORM OF ASSIGNMENT
AND
ASSUMPTION AGREEMENT[1]

This Assignment and Assumption Agreement (this "Assignment"), is dated as of the Effective Date set forth below and is entered into by and between [the][each] Assignor identified in item [1][2] below ([the] [each, an] "Assignor") and [the] [each] Assignee identified in item 2 below ([the] [each, an] "Assignee"). [It is understood and agreed that the rights and obligations of such [Assignees][and Assignors] hereunder are several and not joint.] Capitalized terms used herein but not defined herein shall have the meanings given to them in the ABL Credit Agreement identified below (as amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). The Standard Terms and Conditions for Assignment and Assumption Agreement set forth in Annex 1 hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the] [each] Assignee, and [the] [each] Assignee hereby irrevocably purchases and assumes from [the][each] Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, the interest in and to all of [the][each] Assignor's rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the [respective] Assignor's outstanding rights and obligations identified below (including Letters of Credit and Swingline Loans) ([the] [each, an] "Assigned Interest"). [Each] [Such] sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment, without representation or warranty by [the][any] Assignor.

[1. Assignor: _____

2. Assignee: _____]

[1] Credit [3]. Agreement: ABL Credit Agreement, dated as of February [ ], 2011, among Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources, LLC (the "Company"), Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, certain other Subsidiaries of the Holding Companies and the Company from time to time party thereto, the lenders party thereto from time to time, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as Collateral Agent and as Administrative Agent.

[2. Assigned Interest:[3]

Assignor	Assignee	Aggregate Amount of Total Revolving Loan Commitment	Amount of Revolving Loan Commitment/ Revolving Loans Assigned	Percentage Assigned of Revolving Loan Commitments
[Name of Assignor]	[Name of Assignee]	$_____	$_____	_____%
[Name of Assignor]	[Name of Assignee]	$_____	$_____	_____%

1 This Form of Assignment and Assumption Agreement should be used by Lenders for an assignment to a single Assignee or to funds managed by the same or related investment managers.

2 If the form is used for a single Assignor and Assignee, items 1 and 2 should list the Assignor and the Assignee, respectively. In the case of an assignment to funds managed by the same or related investment managers, or an assignment by multiple Assignors, the Assignors and the Assignee(s) should be listed in the table under bracketed item 2 below.

3 Insert this chart if this Form of Assignment and Assumption Agreement is being used for assignments to funds

managed by the same or related investment managers or for an assignment by multiple Assignors. Insert additional rows as needed.

[4. Assigned Interest:[4]

Aggregate Amount of Total Revolving Loan Commitment	Amount of Revolving Loan Commitment/ Revolving Loans Assigned	Percentage Assigned of Revolving Loan Commitments
$_____	$_____	_____%

Effective Date _____, ____, ___.

_____

4 Insert this chart if this Form of Assignment and Assumption Agreement is being used by a single Assignor for an assignment to a single Assignee.

Assignor[s] Information		**Assignee[s] Information**	
Payment Instructions:	_____	Payment Instructions	_____
	_____		_____
	_____		_____
	_____		_____
	Reference: _____		Reference: _____
Notice Instructions:	_____	Notice Instructions	_____
	_____		_____
	_____		_____
	_____		_____
	Reference: _____		Reference: _____

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR	ASSIGNEE
[NAME OF ASSIGNOR]	[NAME OF ASSIGNEE][5]
By: _____	By: _____
Name	Name
Title	Title

5 Add additional signature blocks, as needed, if this Form of Assignment and Assumption Agreement is being used by funds managed by the same or related investment managers.

Consented to and Accepted:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[[COFFEYVILLE RESOURCES, LLC

By: _____
Name:
Title:]6

[NAME OF EACH ISSUING LENDER],
as Issuing Lender

By: _____
Name:
Title:

6 Insert only if no Event of Default is then in existence and the assignment is being made to an Eligible Transferee pursuant to 13.04(b)(y) of the Credit Agreement.

[[DEUTSCHE BANK TRUST COMPANY AMERICAS],
as Swingline Lender

By: _____
Name:
Title:

By: _____
Name:
Title:][7]

---

7 Insert for any assignment of a Revolving Loan Commitment pursuant to clause (x) or (y) of Section 13.04(b) of the Credit Agreement.

ANNEX I
TO
EXHIBIT J

COFFEYVILLE RESOURCES, LLC
COFFEYVILLE RESOURCES REFINING & MARKETING, LLC
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC
COFFEYVILLE RESOURCES PIPELINE, LLC
COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC
COFFEYVILLE RESOURCES TERMINAL, LLC
[INSERT NAMES OF OTHER BORROWERS]
CREDIT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT

AND ASSUMPTION AGREEMENT

1. Representations and Warranties.

1.1. Assignor. [The] [Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the] [its] Assigned Interest, (ii) [the] [its] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with any Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Credit Document or any other instrument or document delivered pursuant thereto (other than this Assignment) or any collateral thereunder, (iii) the financial condition of Holdings, any of its Subsidiaries or affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by Holdings, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Credit Document.

1.2. Assignee. [The] [Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) confirms that it is (A) a Lender, (B) the parent company and/or an affiliate of [the][each] Assignor which is at least 50% owned by [the][each] Assignor or its parent company, (C) an affiliate of any other Lender which is at least 50% owned by such other Lender or its parent company (provided that any fund that invests in loans and is managed or advised by the same investment advisor of another fund which is a Lender (or by an Affiliate of such investment advisor) shall be treated as an affiliate of such other Lender for the purposes of this paragraph 1.2.(C), (D) in the case of any Lender that is a fund that invests in loans, any other fund that invests in loans and is managed or advised by the same investment advisor of any Lender or by an Affiliate of such investment advisor or (E) an Eligible Transferee under Section 13.04(b) of the Credit Agreement; provided, that no assignment may be made to any such Person that is, or would at such time constitute, a Defaulting Lender; (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][its] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 9.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase [the][its] Assigned Interest on the basis of which it has made such analysis and decision and (v) if it is organized under the laws of a jurisdiction outside the United States, it has attached to this Assignment any tax documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by it; (b) agrees that it will, independently and without reliance upon the Administrative Agent, [the][each] Assignor, or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (c) appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Credit Documents as are delegated to or otherwise conferred upon the Administrative Agent or the Collateral Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender.

2. Payment. From and after the Effective Date, the Administrative Agent shall make all payments in respect [the] [each] Assigned Interest (including payments of principal, interest, fees, commissions and other amounts) to [the][each] Assignor for amounts which have accrued to but excluding the Effective Date and to [the] [each] Assignee for amounts

which have accrued from and after the Effective Date.

3. Effect of Assignment. Upon the delivery of a fully executed original hereof to the Administrative Agent, as of the Effective Date, (i) [the][each] Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment, have the rights and obligations of a Lender thereunder and under the other Credit Documents and (ii) [the][each] Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Credit Agreement and the other Credit Documents.

4. General Provisions. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by telecopy shall be effective as delivery of a manually executed counterpart of the Assignment. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5.1401 OF THE GENERAL OBLIGATIONS LAW).

* * *

EXHIBIT K

FORM OF GLOBAL INTERCOMPANY NOTE

This Note, and the obligations of the Payors (as defined below), hereunder, shall be subordinate and junior in right of payment to all Senior Indebtedness (as defined in Section 1.07 of Annex A hereto) on the terms and conditions set forth in Annex A hereto, which Annex A is herein incorporated by reference and made a part hereof as if set forth herein in its entirety. Annex A shall not be amended, modified or supplemented without the written consent of the Required Lenders (as defined in the Credit Agreement referred to below) (or, after such Credit Agreement has been terminated, the other holders holding a majority of the outstanding other Senior Indebtedness (as defined therein in such Annex A)

Sugar Land, Texas
___, 2011

FOR VALUE RECEIVED, each of the undersigned listed on the signature pages hereto as a Payor, to the extent a borrower from time to time from any payee (each, a "Payor") hereby promises to pay on demand to the order of such other entity listed on the signature pages hereto as a Payee or its assigns (each, a "Payee"), in lawful money of the United States of America (or such other currency as agreed to by any Payor and Payee) in immediately available funds, at such location as each Payee shall from time to time designate, the unpaid principal amount of all loans and advances from time to time outstanding made by such Payee to any Payor.

Each Payor also promises to pay interest on the unpaid principal amount of all such loans and advances hereof in like money at said location from the date of such loans and advances until paid at such rate per annum and at such times as shall be agreed upon from time to time by such Payor and the applicable Payee; provided, however, that in no event shall the rate of interest payable with respect of the indebtedness evidenced hereby exceed the maximum rate of interest from time to time allowed to be charged by applicable law. Upon the earlier to occur of (x) the commencement of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar proceeding of any jurisdiction relating to the Payor or (y) any exercise of remedies (including the termination of the Total Revolving Loan Commitments) pursuant to Section 11 of the Credit Agreement referred to below, the unpaid principal amount hereof shall become immediately due and payable without presentment, demand, protest or notice of any kind in connection with this Note.

This Note is subject to the terms of (i) that certain ABL Credit Agreement dated as of February 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources, LLC (the "Company"), Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, certain other Subsidiaries of the Holding Companies or the Company from time to time party thereto, the lenders party thereto from time to time, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as collateral agent (the "Collateral Agent") and as administrative agent and (ii) that certain ABL Pledge and Security Agreement (the "ABL Pledge and Security Agreement"), dated as of February [ ], 2011, executed by the Company and certain other parties in favor of the Collateral Agent, in each case to the extent required pursuant to the terms thereof. Each Payee hereby acknowledges and agrees that, subject to the terms of the Intercreditor Agreement (as defined in the Credit Agreement), the Collateral Agent may exercise its rights provided in the Credit Agreement and the ABL Pledge and Security Agreement with respect to this Note.

Each Payee is hereby authorized (but shall not be required) to record all loans and advances made by it to any Payor (all of which shall be evidenced by this Note), and all repayments or prepayments thereof, in its books and records, such books and records constituting *prima facie* evidence of the accuracy of the information contained therein; provided that the failure of any Payee to record such information shall not affect any Payor's obligations. This Note may be prepaid in whole or in part at any time without penalty or premium.

Each Payor, for itself and its successors and assigns, waives presentment, demand, protest and notice thereof or of dishonor and waives the right to be released by reason of any extension of time or other indulgences or change in the terms of payment or any change, alteration or release of any security given for the payment hereof. This Note may be amended, modified or supplemented only by an instrument in writing executed by each Payor and each Payee.

* * *

THIS NOTE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 and 5-1402).

IN WITNESS WHEREOF, each Payor has caused this Note to be duly executed and delivered by its duly authorized officer as of the date first written above.

[NAME OF PAYOR]

By: _____
Name:
Title:

Pay to the order of:

_____
[NAME OF PAYEE]

By: _____
Name:
Title:

ANNEX A
TO
INTERCOMPANY NOTE

Section 1.01. Subordination of Liabilities. Each Payor for itself, its successors and assigns, covenants and agrees, and each Payee of the promissory note to which this Annex A is attached (the "Note") by its acceptance thereof likewise covenants and agrees, that the payment of the principal of, and interest on, and all other amounts owing in respect of, the Note (the "Subordinated Indebtedness") is hereby expressly subordinated, to the extent and in the manner hereinafter set forth, to the prior payment in full in cash of all Senior Indebtedness (as defined in Section 1.07 of this Annex A). The provisions of this Annex A shall constitute a continuing offer to all Persons or other entities who, in reliance upon such provisions, become holders of, or continue to hold, Senior Indebtedness, and such provisions are made for the benefit of the holders of Senior Indebtedness, and such holders are hereby made obligees hereunder the same as if their names were written herein as such, and they and/or each of them may proceed to enforce such provisions.

Section 1.02. Payor Not to Make Payments with Respect to Note in Certain Circumstances. (a) Upon the maturity of any Senior Indebtedness (including, without limitation, interest thereon or fees or any other amounts owing in respect thereof), whether at stated maturity, by acceleration or otherwise, all Obligations (as defined in Section 1.07 of this Annex A) due and owing in respect thereof shall first be paid in full in cash before any payment of any kind or character (whether in cash, property, securities or otherwise) is made on account of the Subordinated Indebtedness. Each Payor may not, directly or indirectly (and no Person or other entity on behalf of such Payor may), make any payment of any Subordinated Indebtedness and may not acquire any Subordinated Indebtedness for cash, property or securities until all Senior Indebtedness has been paid in full in cash if any Default or Event of Default (each as defined below) is then in existence or would result therefrom. Each Payee hereby agrees that, so long as any Default or Event of Default in respect of any Senior Indebtedness exists, it will not ask, demand, sue for, or otherwise take, accept or receive, any amounts owing in respect of the Subordinated Indebtedness. As used herein, the terms "Default" and "Event of Default" shall mean any Default or Event of Default respectively, under and as defined in, the relevant documentation governing any Senior Indebtedness and in any event shall include any payment default with respect to any Senior Indebtedness.

(b) In the event that, notwithstanding the provisions of the preceding subsection (a) of this Section 1.02, any payment shall be made on account of Subordinated Indebtedness at a time when payment is not permitted by the terms of the Note or by said subsection (a), such payment shall be held by such Payee, in trust for the benefit of, and shall be paid forthwith over and delivered to, the holders of Senior Indebtedness or their representative or representatives under the agreements pursuant to which the Senior Indebtedness may have been issued, as their respective interests may appear, for application pro rata to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all Senior Indebtedness in full in cash in accordance with the terms of such Senior Indebtedness, after giving effect to any concurrent payment or distribution to or for the holders of Senior Indebtedness. Without in any way modifying the provisions of this Annex A or affecting the subordination effected hereby if such notice is not given, each Payor shall give such Payee prompt written notice of any maturity of Senior Indebtedness after which such Senior Indebtedness remains unsatisfied.

Section 1.03. Note Subordinated to Prior Payment of All Senior Indebtedness on Dissolution, Liquidation or Reorganization of any Payor. Upon any distribution of assets of any Payor upon any total or partial dissolution, winding up, liquidation or reorganization of such Payor (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors, marshalling of assets or otherwise and whether voluntary or involuntary):

(a) the holders of all Senior Indebtedness shall first be entitled to receive payment in full in cash of all Senior Indebtedness (including, without limitation, post- petition interest at the rate provided in the documentation with respect to the Senior Indebtedness, whether or not such post-petition interest is an allowed claim against the debtor in any bankruptcy or similar proceeding) before any Payee is entitled to receive any payment of any kind or character on account of Subordinated Indebtedness;

(b) any payment or distribution of assets of such Payor of any kind or character, whether in cash, property or securities, to which such Payee would be entitled except for the provisions of this Annex A, shall be paid by the liquidating trustee or agent or other Person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee or other trustee or agent, directly to the holders of Senior Indebtedness or their representative or representatives under the agreements pursuant to which the Senior Indebtedness may have been issued, to the extent necessary to make payment in full in cash of all Senior Indebtedness remaining unpaid, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness; and

(c) in the event that, notwithstanding the foregoing provisions of this Section 1.03, any payment or distribution of assets of such Payor of any kind or character, whether in cash, property or securities, shall be received by any Payee on account of the Subordinated Indebtedness before all Senior Indebtedness is paid in full in cash, such payment or distribution shall be received and held in trust for and shall forthwith be paid over to the holders of the Senior Indebtedness remaining unpaid or their representative or representatives under the agreements pursuant to which the Senior Indebtedness may have been issued, for application to the payment of such Senior Indebtedness until all such Senior Indebtedness shall have been paid in full in cash, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness.

To the extent any payment of Senior Indebtedness (whether by or on behalf of any Payor, as proceeds of security or enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to any receiver, trustee in bankruptcy, liquidating trustee, agent or other similar person under any bankruptcy, insolvency, receivership, fraudulent conveyance or similar law, then, if such payment is recovered by, or paid over to, such receiver, trustee in bankruptcy, liquidating trustee, agent or other similar Person, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment has not occurred.

If any Payee does not file a proper claim or proof of debt in the form required in any proceeding or other action referred to in the introduction paragraph of this Section 1.03 prior to 30 days before the expiration of the time to file such claim or claims, then any of the holders of the Senior Indebtedness or their representative is hereby authorized to file an appropriate claim for and on behalf of such Payee.

Without in any way modifying the provisions of this Annex A or affecting the subordination effected hereby if such notice is not given, each Payor shall give prompt written notice to the Payee of any dissolution, winding up, liquidation or reorganization of such Payor (whether in bankruptcy, insolvency or receivership proceedings or upon assignment for the benefit of creditors or otherwise).

Section 1.04. Subrogation. Subject to the prior payment in full in cash of all Senior Indebtedness, each Payee shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of any Payor applicable to the Senior Indebtedness until all amounts owing on the Note shall be paid in full, and for the purpose of such subrogation no payments or distributions to the holders of the Senior Indebtedness by or on behalf of such Payor or by or on behalf of such Payor by virtue of this Annex A which otherwise would have been made to such Payee shall, as between such Payor, its creditors other than the holders of Senior Indebtedness, and the Payee, be deemed to be payment by such Payor to or on account of the Senior Indebtedness, it being understood that the provisions of this Annex A are and are intended solely for the purpose of defining the relative rights of each Payee, on the one hand, and the holders of the Senior Indebtedness, on the other hand.

Section 1.05. Obligation of each Payor Unconditional. Nothing contained in this Annex A or in the Note is intended to or shall impair, as between any Payor and any Payee, the obligation of such Payor, which is absolute and unconditional, to pay to the Payee the principal of and interest on the Note as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of Payee and creditors of such Payor, other than the holders of the Senior Indebtedness, nor shall anything herein or therein, except as expressly provided herein, prevent the holder of the Note from exercising all remedies otherwise permitted by applicable law, subject to the rights, if any, under this Annex A of the holders of Senior Indebtedness in respect of cash, property, or securities of any Payor received upon the exercise of any such remedy. Upon any distribution of assets of any Payor referred to in this Annex A, the Payee shall be entitled to rely upon any order or decree made by any court of competent jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending, or a certificate of the liquidating trustee or agent or other Person making any distribution to Payee, for the purpose of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of such Payor, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Annex A.

Section 1.06. Subordination Rights Not Impaired by Acts or Omissions of any Payor or Holders of Senior Indebtedness. No right of any present or future holders of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Payor or by any act or failure to act by any such holder, or by any noncompliance by any Payor with the terms and provisions of the Note, regardless of any knowledge thereof which any such holder may have or be otherwise charged with. The holders of the Senior Indebtedness may, without in any way affecting the obligations of the Payee with respect thereto, at any time or from time to time and in their absolute discretion, change the manner, place or terms of payment of, change or extend the time of payment of, or renew, or alter or increase the amount of, any Senior Indebtedness, or amend, modify or supplement any agreement or instrument governing or evidencing such Senior Indebtedness or any other document referred to therein, or exercise or refrain from exercising any other of their rights under the Senior Indebtedness including, without limitation, the waiver of default thereunder and the release of any collateral securing such Senior Indebtedness, all without notice to or assent from the Payee.

Section 1.07. Senior Indebtedness. The term "Senior Indebtedness" shall mean all Obligations of the Payor under, or in respect of, (i) the Credit Agreement and each other Credit Document (as defined in the Credit Agreement) to which the Payor is a party, and any renewal, extension, restatement, refinancing or refunding of any thereof, (ii) each Secured Hedging Agreement (as defined in the Credit Agreement) and (iii) each Secured Cash Management Agreement (as defined in the Credit Agreement). As used herein, the term "Obligation" shall mean all principal, interest, premium, reimbursement obligations, penalties, fees, expenses, indemnities and other liabilities and obligations (including, without limitation, any guaranties of the foregoing liabilities and obligations) payable under the documentation governing any indebtedness (including, without limitation, any interest accruing after the commencement of any bankruptcy, insolvency, receivership or similar proceeding at the rate provided in the documentation with respect thereto, whether or not such interest is an allowed claim against the debtor in any such proceeding).

Section 1.08. Miscellaneous. If, at any time, all or part of any payment with respect to Senior Indebtedness theretofore made by the Payor or any other Person or entity is rescinded or must otherwise be returned by the holders of Senior Indebtedness for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Payor or such other Person or entity), the subordination provisions set forth herein shall continue to be effective or be reinstated, as the case may be, all as though such payment had not been made.

EXHIBIT M

FORM OF JOINDER AGREEMENT

THIS JOINDER IN CREDIT AGREEMENT AND NOTES (this "Joinder") is executed as of ___ ___, ___ by [NAME OF NEW SUBSIDIARY], a _____ [corporation] [limited liability company] [partnership] (the "Joining Party"), and delivered to Deutsche Bank Trust Company Americas, as Administrative Agent and as Collateral Agent, for the benefit of the Secured Parties (as defined below). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement shall be used herein as therein defined.

W I T N E S S E T H :

WHEREAS, Coffeyville Resources, LLC, a Delaware limited liability company (the "Company"), Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, certain other Subsidiaries of the Holding Companies and the Company from time to time party thereto, the various lenders from time to time party thereto (the "Lenders"), Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, and Deutsche Bank Trust Company Americas, as Administrative Agent and as Collateral Agent, have entered into an ABL Credit Agreement, dated as of February [ ], 2011 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans to, and the issuance of Letters of Credit for the account of, the Borrowers as contemplated therein;

WHEREAS, the Joining Party is a direct or indirect Domestic Subsidiary of a Holding Company and desires, or is required pursuant to the provisions of the Credit Agreement, to become [a Borrower under the Credit Agreement] [a Subsidiary Guarantor under the Credit Agreement]; and

WHEREAS, the Joining Party will obtain benefits from the incurrence of Loans by the Borrowers, and the issuance of, and participation in, Letters of Credit for the account of the Borrowers, in each case pursuant to the Credit Agreement, and, accordingly, desires to execute this Joinder in order to (i) satisfy the requirements described in the preceding paragraph and (ii) induce the Lenders to make Loans to the Borrowers and issue, and/or participate in, Letters of Credit for the accounts of the Borrowers;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Joining Party, the receipt and sufficiency of which are hereby acknowledged, the Joining Party hereby makes the following representations and warranties to the Secured Parties and hereby covenants and agrees with each Secured Party as follows:

1. By this Joinder, the Joining Party becomes [a Borrower for all purposes under the Credit Agreement, pursuant to Section 10.12 thereof] [a Subsidiary Guarantor for all purposes under the Credit Agreement (including the Guaranty), pursuant to Section 10.12 thereof].

2. [The Joining Party agrees that, upon its execution hereof, it will become a Borrower under the Credit Agreement, and will be bound by all terms, conditions and duties applicable to a Borrower under the Credit Agreement and the other Credit Documents (including each Note, whether or not such Joining Party actually signs a counterpart thereof). Without limitation of the foregoing, and in furtherance thereof, the Joining Party agrees, on a joint and several basis with the other Borrowers, to irrevocably and unconditionally pay in full all of the Obligations of the Borrowers in accordance with the terms of the Credit Agreement and the other Credit Documents.]

[The Joining Party agrees that, upon its execution hereof, it will become a Subsidiary Guarantor under the Guaranty with respect to all Guaranteed Obligations (as defined in the Credit Agreement), and will be bound by all terms, conditions and duties applicable to a Subsidiary Guarantor under the Credit Agreement and the other Credit Documents. Without limitation of the foregoing, and in furtherance thereof, the Joining Party absolutely, unconditionally and irrevocably, and jointly and severally, guarantees the due and punctual payment and performance when due of all Guaranteed Obligations (on the same basis as the other Subsidiary Guarantors under the Guaranty).]

3. The Joining Party hereby makes and undertakes, as the case may be, each covenant, representation and warranty made by, and as [each Borrower under the Credit Agreement and each other Credit Document,] [each Subsidiary Guarantor under the Credit Agreement and each other Credit Document], and agrees to be bound by all covenants, agreements and obligations of [a Borrower] [a Subsidiary Guarantor] pursuant to the Credit Agreement and all other Credit Documents to which it is or becomes a party.

4. This Joinder shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of and be enforceable by each of the parties hereto and its successors and assigns, provided, however, that the Joining Party may not assign any of its rights, obligations or interest hereunder or under any other Credit Document, except as otherwise permitted by the Credit Documents. **THIS JOINDER SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.** This Joinder may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. Delivery of an executed signature page to this Joinder by facsimile transmission (or other electronic means, including .pdf) shall be as effective as delivery of a manually signed counterpart of this Joinder. In the event that any provision of this Joinder shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Joinder which shall remain binding on all parties hereto.

5. From and after the execution and delivery hereof by the parties hereto, this Joinder shall constitute a "Credit Document" for all purposes of the Credit Agreement and the other Credit Documents.

6. Each of the representations and warranties set forth in the Credit Agreement and each other Credit Document and applicable to the undersigned is true and correct in all material respects, after giving effect to this Joinder on the date hereof, except to the extent that any such representation and warranty relates solely to any earlier date, in which case such representation and warranty is true and correct in all material respects as of such earlier date (it being understood that any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on any such date).

7. The effective date of this Joinder is [_____], 20_.

* * *

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be duly executed as of the date first above written.

[NAME OF NEW CREDIT PARTY]

By: _____
Name:
Title:

Accepted and Acknowledged by:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent and as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT N

FORM OF BORROWING BASE CERTIFICATE

The undersigned hereby certifies that:

(1) I am the duly elected _____ of Coffeyville Resources, LLC, a Delaware limited liability company (the "Company").

(2) In accordance with subsection 9.01(j) of that certain ABL Credit Agreement, dated as of February [ ], 2011 (said Credit Agreement, as it may be amended, restated, modified and/or supplemented, being the "Credit Agreement", the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), by and among Coffeyville Pipeline, Inc., Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc., Coffeyville Crude Transportation, Inc., Coffeyville Terminal, Inc., CL JV Holdings, LLC, the Company, Coffeyville Resources Nitrogen Fertilizers, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, certain other Subsidiaries of the Holding Companies and the Company from time to time party thereto, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as Co-ABL Collateral Agents, Deutsche Bank Trust Company Americas, as Collateral Agent and as Administrative Agent, and the lenders party thereto from time to time, attached hereto as Annex 1 is a true and accurate calculation of the Borrowing Base as of _____, 20__, determined in accordance with the requirements of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed as of _____ __, 20_.

COFFEYVILLE RESOURCES, LLC

By: _____
Name:
Title:

ANNEX 1 TO

BORROWING BASE CERTIFICATE

[Attach in reasonable detail the respective components of clauses (a) and (b) of the definition of Borrowing Base and the respective calculations therein and of the aggregate Borrowing Base under clause (a) and (b)]

ABL PLEDGE AND SECURITY AGREEMENT

by and among

COFFEYVILLE RESOURCES, LLC,
COFFEYVILLE FINANCE INC.,
CL JV HOLDINGS, LLC,
COFFEYVILLE PIPELINE, INC.,
COFFEYVILLE REFINING & MARKETING, INC.,
COFFEYVILLE NITROGEN FERTILIZERS, INC.,
COFFEYVILLE CRUDE TRANSPORTATION, INC.,
COFFEYVILLE TERMINAL, INC.,
COFFEYVILLE RESOURCES PIPELINE, LLC,
COFFEYVILLE RESOURCES REFINING & MARKETING, LLC,
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC,
COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC,
COFFEYVILLE RESOURCES TERMINAL, LLC,
CVR PARTNERS, LP and
CVR SPECIAL GP, LLC
(Grantors)

and

DEUTSCHE BANK TRUST COMPANY AMERICAS

(Collateral Agent)

Dated as of February 22, 2011

TABLE OF CONTENTS

ABL PLEDGE AND SECURITY AGREEMENT

This ABL PLEDGE AND SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of February 22, 2011, is made by and among COFFEYVILLE PIPELINE, INC., a Delaware corporation, COFFEYVILLE REFINING & MARKETING, INC., a Delaware corporation, COFFEYVILLE NITROGEN FERTILIZERS, INC., a Delaware corporation, COFFEYVILLE CRUDE TRANSPORTATION, INC., a Delaware corporation, COFFEYVILLE TERMINAL, INC., a Delaware corporation and CL JV HOLDINGS, LLC, a Delaware limited liability company (each of the foregoing a **"Holding Company"** and collectively, the **"Holding Companies"**), COFFEYVILLE RESOURCES, LLC, a Delaware limited liability company (the **"Company"**), COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC, a Delaware limited liability company, COFFEYVILLE RESOURCES REFINING & MARKETING, LLC, a Delaware limited liability company, COFFEYVILLE RESOURCES PIPELINE, LLC, a Delaware limited liability company, COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC, a Delaware limited liability company, COFFEYVILLE RESOURCES TERMINAL, LLC, a Delaware limited liability company (each of the foregoing (including the Company, but excluding the Holding Companies) a **"Borrower"** and, collectively, the **"Borrowers"**), and CERTAIN OTHER SUBSIDIARIES OF THE HOLDING COMPANIES as parties hereto from time to time (together with the Holding Companies and the Borrowers, their successors and permitted assigns, and any other Subsidiary of the Holding Companies that becomes a party hereto pursuant to Section 5.3, each individually as a "**Grantor**", and collectively as the **"Grantors"**) and DEUTSCHE BANK TRUST COMPANY AMERICAS ("**DBTCA**"), in its capacity as the Collateral Agent for the Secured Parties described below (together with its successors, designees and permitted assigns in such capacity, the "**Collateral Agent**").

R E C I T A L S:

WHEREAS, the Holding Companies, the Borrowers, the other Grantors, various financial institutions and other Persons from time to time parties thereto as lenders (the **"Lenders"**) and DBTCA, as administrative agent (together with its successors in such capacity, the **"Administrative Agent"**) and Collateral Agent, are entering into that certain ABL Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the **"Credit Agreement"**), providing for the making of Loans to, and the issuance of, and participation in, Letters of Credit for the account of, the Borrowers, all as contemplated therein (the Lenders, each Issuing Lender, each Co-ABL Collateral Agent, the Swingline Lender, the Administrative Agent and the Collateral Agent are herein called the **"Lender Creditors"**);

WHEREAS, one or more of the Grantors may at any time and from time to time enter into, or guaranty the obligations of another Grantor or a Subsidiary thereof under, one or more Secured Hedging Agreements with a Secured Hedging Creditor;

WHEREAS, one or more of the Grantors may at any time and from time to time enter into, or guaranty the obligations of another Grantor or Subsidiary thereof under, one or more Secured Cash Management Agreements with a Secured Cash Management Creditor;

WHEREAS, pursuant to the Credit Agreement, the Guarantors have guaranteed to the Secured Parties the payment when due of all Guaranteed Obligations as described therein;

WHEREAS, the Collateral Agent, the First Lien Collateral Trustee, the Subordinated Lien Collateral Trustee, the Holding Companies, the Borrowers and each other Grantor party thereto have entered into that certain ABL Intercreditor Agreement, dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "**Intercreditor Agreement**"), which agreement, among other things, sets forth, as among the Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, the relative priority of their respective Liens in the Collateral and their rights with respect thereto; and

WHEREAS, it is a condition precedent to (i) the obligations of the Lenders to make the Loans to the Borrowers and the issuance of, and participation in, Letters of Credit for the account of the Borrowers under the Credit Agreement, (ii) the Secured Hedging Creditors entering into Secured Hedging Agreements with the various Grantors and/or their respective Subsidiaries and (iii) the extension of the Cash Management Services by the Secured Cash Management Creditors to the various Grantors and/or their respective Subsidiaries, that each Grantor shall have executed and delivered to the Collateral Agent this Agreement;

1. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders and the Issuing Lenders to make credit extensions to the Borrowers pursuant to the Credit Agreement, to induce the Secured Hedging Creditors to enter into the Secured Hedging Agreements and to induce the Secured Cash Management Creditors to enter into the Secured Cash Management Agreements, each Grantor and the Collateral Agent agree, for the benefit of each Secured Party as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1 General Definitions. In this Agreement, the following terms shall have the following meanings:

"ABL Documents" has the meaning specified in the Intercreditor Agreement.

"ABL Priority Collateral" has the meaning specified in the Intercreditor Agreement.

"Account Debtor" shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

"Accounts" shall mean all "accounts" as defined in Article 9 of the UCC.

"Additional Grantors" shall have the meaning assigned in Section 5.3.

"Agreement" shall have the meaning set forth in the preamble.

"Assigned Agreements" shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Cash Proceeds" shall have the meaning assigned in Section 7.7.

"Chattel Paper" shall mean all "chattel paper" as defined in Article 9 of the UCC, including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"**Class**" shall have the meaning assigned in Section 12.2.

"Collateral" shall have the meaning assigned in Section 2.1.

"Collateral Access Agreement" shall mean a "Landlord Personal Property Collateral Access Agreement" as defined in the Credit Agreement.

"Collateral Account" shall mean any account established by the Collateral Agent.

"Collateral Agent" shall have the meaning set forth in the preamble.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"Commercial Tort Claims" shall mean all "commercial tort claims" as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

"Commodities Accounts" (i) shall mean all "commodity accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Commodities

Accounts" (as such schedule may be amended or supplemented from time to time).

"Company" shall have the meaning set forth in the preamble.

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Tax Code, the equity interests of which are held directly by one or more Grantors.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

"Copyrights" shall mean all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Counterpart Agreement" shall mean an agreement substantially in the form of Exhibit B hereto.

"Credit Agreement" shall have the meaning set forth in the recitals.

"Credit Document Obligations" has the meaning assigned to the term "Obligations" in the Credit Agreement.

"Deposit Accounts" (i) shall mean all "deposit accounts" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading "Deposit Accounts" (as such schedule may be amended or supplemented from time to time).

"Documents" shall mean all "documents" as defined in Article 9 of the UCC.

"Effective Date" shall mean the date of this Agreement.

"Equipment" shall mean: (i) all "equipment" as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures, excluding however, all Excluded Equipment.

"Excluded Equipment" shall mean at any date any Equipment of a Grantor which is subject to, or secured by, a Permitted Lien if and to the extent that (i) any Indebtedness secured by such Permitted Lien is permitted pursuant to Section 10.04 of the Credit Agreement, (ii) the express terms of a valid and enforceable restriction in favor of a Person who is not a Grantor which is contained in the agreements or documents granting such Permitted Lien or governing the Indebtedness secured thereby and which is permitted to exist under the Credit Agreement prohibits, or requires any consent or establishes any other conditions for, an assignment thereof, or a grant of a security interest therein, by a Grantor and (iii) such restriction relates only to the asset or assets subject to such Permitted Lien; provided that all proceeds paid or payable to any Grantor from any sale, transfer or assignment or other voluntary or involuntary disposition of such Equipment and all rights to receive such Proceeds shall be included in the Collateral to the extent not otherwise required to be paid to the holder of the Indebtedness secured by such Permitted Lien in such Equipment.

"Exempt Accounts" shall mean (x) Deposit Accounts or Securities Accounts the balance of which consist exclusively of (i) withheld income taxes and federal, state, local or foreign employment taxes in such amounts as are required in the reasonable judgment of any Borrower to be paid to the Internal Revenue Service or any other U.S., federal, state or local or foreign government agencies within the following two months with respect to employees of any of the Grantors, (ii) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 or any foreign plan on behalf of or for the benefit of employees of one or more Grantors, (iii) amounts which are required to be pledged or otherwise provided as security pursuant to any law, other requirements of any Governmental Authority or foreign pension requirement, (iv) any accounts opened and amounts or deposits relating to Liens permitted by Section 10.01(l), (n), (u) and/or

(z) of the Credit Agreement, in each case which are permitted under the Credit Agreement, and (v) amounts to be used to fund payroll obligations, and (y) all other Deposit Accounts or Securities Accounts established (or otherwise maintained) by any Grantor (excluding Collection Accounts, Concentration Accounts and DB Accounts) that do not have balances (including the value of Cash Equivalents and other securities) at any time exceeding $1,000,000 for any individual Deposit Account or Securities Account or $5,000,000 in the aggregate for all such Deposit Accounts and Securities Accounts; provided that in the case of preceding clauses (x) and (y), such Deposit Accounts and Securities Accounts shall not be Exempt Accounts to the extent they are at any time pledged in favor of the other secured parties or their applicable collateral trustee or agent entitled to the benefits of the Intercreditor Agreement.

"Event of Default" shall mean an Event of Default under any of the Credit Documents which, solely for the purposes of Section 7 of this Agreement, has resulted in the Administrative Agent or the Collateral Agent exercising any of its rights under Section 11 of the Credit Agreement.

"First Lien Collateral Trustee" has the meaning specified in the Intercreditor Agreement.

"First Lien Obligations" has the meaning specified in the Intercreditor Agreement.

"First Lien Secured Parties" has the meaning specified in the Intercreditor Agreement.

"General Intangibles" (i) shall mean all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Grantor Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

"Goods" (i) shall mean all "goods" as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

"Grantor Intellectual Property" shall have the meaning set forth in Section 4.7(a)(ii) herein.

"Grantors" shall have the meaning set forth in the preamble.

"**Indemnitee**" shall have the meaning set forth in Section 10.1.

"Instruments" shall mean all "instruments" as defined in Article 9 of the UCC.

"Insurance" shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"Intellectual Property" shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Intercreditor Agreement" shall have the meaning set forth in the recitals.

"Inventory" shall mean (i) all "inventory" as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, all computer programs embedded in any goods and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the UCC).

"Investment Accounts" shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

"Investment Related Property" shall mean: (i) all "investment property" (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

"Lender" shall have the meaning set forth in the recitals.

"Letter of Credit Right" shall mean "letter-of-credit right" as defined in Article 9 of the UCC.

"Money" shall mean "money" as defined in the UCC.

"Non-Assignable Contract" shall mean any agreement, contract or license to which any Grantor is a party that by its terms purports to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9-406 through 409 of the UCC).

"Note Priority Collateral" has the meaning specified in the Intercreditor Agreement.

"Paid in Full" has the meaning specified in the Intercreditor Agreement.

"Patent Licenses" shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

"Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Pledge Supplement" shall mean any supplement to this Agreement in substantially the form of Exhibit A.

"Pledged Debt" shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading "Pledged Debt" (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading "Pledged LLC Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading "Pledged Partnership Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading "Pledged Trust Interests" (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"**PPSA**" shall mean the *Personal Property Security Act* (Alberta) (or any successor statute) and similar legislation of any other Canadian jurisdiction, including the Civil Code of Québec, the laws of which are required by such legislation to be applied in connection with the grant, perfection, enforcement, opposability, priority, validity or effect of security interests in the Collateral.

"Proceeds" shall mean: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"Receivables" shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor's rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Record" shall have the meaning specified in Article 9 of the UCC.

"**Required Secured Parties**" shall mean (i) at any time when any Credit Document Obligations or Letters of Credit are outstanding or any Revolving Loan Commitments under the Credit Agreement exist, the Required Lenders (or, to the extent provided in Section 13.12 of the Credit Agreement, each of the Lenders) and (ii) at any time after all of the Credit Document Obligations have been paid in full and all Revolving Loan Commitments and Letters of Credit under the Credit Agreement have been terminated and no further Revolving Loan Commitments and Letters of Credit may be provided thereunder, the holders of a majority of the outstanding Secured Hedging Obligations and the Secured Cash Management Obligations (taken together).

"**Requisite Secured Parties**" shall have the meaning assigned in Section 12.2.

"Second Lien Obligations" shall have the meaning specified in the Intercreditor Agreement.

"Secured Obligations" shall have the meaning assigned in Section 3.1.

"Secured Parties" shall mean, collectively, the Lender Creditors, the Secured Cash Management Creditors and the Secured Hedging Creditors.

"Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"Securities Accounts" (i) shall mean all "securities accounts" as defined in Article 8 of the UCC and (ii)

shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading "Securities Accounts" (as such schedule may be amended or supplemented from time to time).

"Subordinated Lien Collateral Trustee" has the meaning specified in the Intercreditor Agreement.

"Subordinated Lien Obligations" has the meaning specified in the Intercreditor Agreement.

"Supporting Obligation" shall mean all "supporting obligations" as defined in Article 9 of the UCC.

"Tax Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

"Trademarks" shall mean all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

"Trade Secrets" shall mean all trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"**ULC Shares**" means shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by any Grantor.

"United States" shall mean the United States of America.

1.2 Definitions; Interpretation. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. If any Secured Obligations remain outstanding and the Credit Agreement ceases to be in full force and effect, then all terms defined in the Credit Agreement shall continue to be so defined notwithstanding that the Credit Agreement is no longer outstanding. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and continuing lien on, and assigns and hypothecates to the Collateral Agent for the benefit of the Secured Parties, all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which, except as provided in Section 2.2, being hereinafter collectively referred to as the **"Collateral"**):

(a) Accounts;

(b) Chattel Paper;

(c) Documents;

(d) General Intangibles;

(e) Goods;

(f) Instruments;

(g) Insurance;

(h) Intellectual Property;

(i) Investment Related Property;

(j) Letter of Credit Rights;

(k) Money;

(l) Receivables and Receivable Records;

(m) Commercial Tort Claims;

(n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2.2 hereof attach to (a) any Intellectual Property, lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation; or (c) with respect to perfection only, any item of personal property as to which the Collateral Agent shall determine in its reasonable discretion after consultation with the Company that the costs of perfecting a security interest in such item are excessive in relation to the value of such security being perfected thereby.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement (i) in the ABL Priority Collateral, shall be a first priority lien as provided in the Intercreditor

Agreement and (ii) in the Note Priority Collateral, shall be a second priority lien as provided in the Intercreditor Agreement and the exercise of any right or remedy by the Collateral Agent hereunder in respect of Note Priority Collateral is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, prior to the Payment in Full of First Lien Obligations, the requirements of this Agreement to deliver Note Priority Collateral and any certificates, Instruments or Documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Note Priority Collateral and such certificates, Instruments or Documents in relation thereto to the First Lien Collateral Trustee (as bailee for the Collateral Agent).

Notwithstanding anything to the contrary contained in this Agreement or in any other Credit Document, upon the consummation of the Permitted Fertilizer Event in accordance with the Credit Agreement (including and subject to the terms of Section 10.14 thereof), (a) the Fertilizer Entities shall be released from all of their rights and obligations hereunder, (b) the Fertilizer Entities shall no longer be parties to this Agreement, and (c) all Collateral owned by any Fertilizer Entity shall be released from the Liens created under this Agreement, in each case automatically and without any further action by any Person. Notwithstanding the foregoing, the Collateral Agent shall execute and deliver to the Company, at the Company's expense, all documents that the Company shall reasonably request to evidence any of the foregoing.

The parties hereto agree that the requirements of this Agreement to give control of any Note Priority Collateral to the Collateral Agent shall be deemed satisfied so long as such control is in place with the First Lien Collateral Trustee acting for the benefit of the Secured Parties pursuant to the terms of the Intercreditor Agreement.

Each Grantor hereby acknowledges that (i) value has been given, (ii) it has rights in the Collateral or the power to transfer rights in the Collateral to the Collateral Agent (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the security interest, liens, assignments, mortgages, charges, hypothecations or pledges granted hereunder, and (iv) it has received a copy of this Agreement.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1 Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Credit Document Obligations, all Secured Hedging Obligations and all Secured Cash Management Obligations with respect to every Grantor (collectively, the **"Secured Obligations"**).

3.2 Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) it owns the Collateral purported to be owned by it or otherwise has the rights it purports to have in each item of Collateral and, as to all Collateral whether now existing or hereafter acquired, will, except as permitted by the Credit Agreement, continue to own or have such rights in each item of the Collateral, in each case free and clear of any and all Liens, rights or claims of all other Persons other than Permitted Liens;

(ii) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor and (y) its organizational identification number, if any;

(iii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time) and it has not done in the last five (5) years, and does not do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iv) except as provided on Schedule 4.1(C) (as such schedule may be amended or supplemented from time to time), it has not changed its name, jurisdiction of organization (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(v) except in connection with Permitted Liens, it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated;

(vi) (u) upon the filing of all UCC and PPSA financing statements naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral in the filing offices set forth opposite such Grantor's name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time), (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) upon execution of a control agreement establishing the Collateral Agent's "control" (within the meaning of Section 8-106, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account (other than Exempt Accounts), (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests in registered or applied for Grantor Intellectual Property (other than any foreign Intellectual Property, to the extent such foreign Intellectual Property cannot be perfected in the United States) in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected (it being understood and agreed that the Exempt Accounts will not be perfected by execution of a control agreement) First Priority Liens in the ABL Priority Collateral and Second Priority Liens in the Note Priority Collateral (subject in the case of priority only to other Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables);

(vii) all material actions and consents, including all material filings, notices, registrations and recordings necessary for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect of the Collateral have been made or obtained;

(viii) other than the financing statements filed in favor of the Collateral Agent, no effective UCC or PPSA financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for (x) financing statements for which proper termination statements have been delivered to the Collateral Agent for filing and (y) financing statements filed in connection with Permitted Liens;

(ix) except as could not result in a Material Adverse Effect, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body that has not been made or obtained is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(x) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(xi) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut; and

(xii) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such. Such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that until the payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and, except where the failure to do so could not be reasonably expected to have a Material Adverse Effect, such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein;

(ii) it shall not produce, use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or, except where the failure to do so could not be reasonably expected to have a Material Adverse Effect, any applicable statute, regulation or ordinance or any policy of Insurance covering the Collateral;

(iii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise), sole place of business (or principal residence if such Grantor is a natural person), chief executive office, type of organization or jurisdiction of organization or establish any trade names unless it shall, promptly after such change, and in no event later than 15 days after such change (a) notify the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), chief executive office, jurisdiction of organization or trade name and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) take all actions necessary to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby; and

(iv) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as otherwise permitted in accordance with the Credit Agreement.

4.2 Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) to the best knowledge of such Grantor, all of the Equipment and Inventory included in the Collateral with a book value in excess of $5,000,000 is kept for the past four (4) years only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time); and

(ii) except as set forth in Schedule 4.2 (as such schedule may be amended or supplemented from time to time), none of the Inventory or Equipment with a book value in excess of $5,000,000 is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) it shall keep the Equipment, Inventory and any Documents evidencing any Equipment and Inventory with a book value in excess of $5,000,000 in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have taken all actions, if any, necessary to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent;

(iii) if (A) Inventory in the amount in excess of $1,000,000 is in possession or control of any third party or (B) Inventory and Equipment in the aggregate amount in excess of $5,000,0000 is in the possession or control of any third party, each Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and shall use its commercially reasonable efforts to obtain an acknowledgment from the third party that it is holding such Inventory and/or Equipment (as applicable) for the benefit of the Collateral Agent; and

(iv) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, (A) provide information with respect to any such Equipment in excess of $1,000,000 individually or $5,000,000 in the aggregate, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3 Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) to its knowledge, each Receivable owing by any single Account Debtor with value in excess of $5,000,000 (a) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (b) is and will be enforceable in accordance with its terms, (c) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise) and (d) is and will be in compliance with all applicable laws, whether federal, state, local or foreign;

(ii) none of the Account Debtors in respect of any Receivable in excess of $1,000,000 individually or $5,000,000 in the aggregate is the government of the United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable in excess of $1,000,000 individually or $5,000,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained; and

(iii) no Receivable in excess of $1,000,000 individually or $5,000,000 in the aggregate is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c).

(b) Covenants and Agreements: Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) it shall perform in all material respects all of its obligations with respect to the Receivables, except as could not reasonably be expected to have Material Adverse Effect;

(ii) it shall not amend, modify, terminate or waive any provision of any Receivable in any manner which could reasonably be expected to have a Material Adverse Effect. Other than in the ordinary course of business as generally conducted by it on and prior to the date hereof and, except as otherwise provided in subsection (v) below, following an Event of Default, such Grantor shall not (w) grant any extension or renewal of the time of payment of any Receivable, (x) compromise or settle any dispute, claim or legal proceeding with respect to any Receivable for less than the total unpaid balance thereof, (y) release, wholly or partially, any Person liable for the payment thereof, or (z) allow any credit or discount thereon;

(iii) except as otherwise provided in this subsection, each Grantor shall during the continuance of an Event of Default take such action as such Grantor or the Collateral Agent may deem reasonably necessary to exercise all material rights it may have under Receivables. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time during the continuance of an Event of Default to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event

of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and, subject to paragraph (i) above, such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(iv) it shall use its commercially reasonable efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of $1,000,000 individually or $5,000,000 in the aggregate that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) Business Days of such Grantor acquiring rights therein. With respect to any Receivables in excess of $1,000,000 individually or $5,000,000 in the aggregate which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent during the continuance of an Event of Default.

4.4 Investment Related Property.

4.4.1 Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) in the event it acquires rights in any Investment Related Property, with a value in excess of $1,000,000 (except with respect to Pledged Equity Interests) after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall within ten (10) Business Days take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other

property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all cash dividends and distributions and all payments of interest and principal; and

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights and which is included in the Collateral it shall comply with the provisions of this Section 4.4.1(b) on or before the date hereof and with respect to any Investment Related Property hereafter acquired by such Grantor and which is included in the Collateral, it shall comply with the provisions of this Section 4.4.1(b) within (10) Business Days upon acquiring rights therein, in each case in form and substance reasonably satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an "instrument" with the value in excess of $1,000,000 (other than any Investment Related Property credited to a Securities Account) and which is included in the Collateral, it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account) and which is included in the Collateral, it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute a control agreement reasonably acceptable to the Collateral Agent), pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security (such instructions only to be given upon an Event of Default that is continuing in accordance with Section 7 hereof) without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

(1) except as otherwise provided under the covenants and agreements relating to Investment Related Property in this Agreement or elsewhere herein or in the other ABL Documents, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the other ABL Documents;

(2) the Collateral Agent, at each Grantor's expense, shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor with respect to Collateral registered in the name of the Collateral Agent to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above and receive and retain dividends and other payments to the extent which it is entitled pursuant to Section 4.4.1(a)(ii) above; and

(3) Upon the occurrence and during the continuation of an Event of Default:

(A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

4.4.2 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock, "Pledged LLC Interests," "Pledged Partnership Interests" and "Pledged Trust Interests," respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens;

(iii) without limiting the generality of Section 4.1(a)(v), no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary in connection with the creation, perfection or priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(iv) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(v) except as otherwise set forth on Schedule 4.4(C), none of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of any jurisdiction.

(b) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) unless otherwise permitted under the Credit Agreement or without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that would reasonably be expected to cause a Material Adverse Effect or materially adversely affects the validity, perfection or priority of the Collateral Agent's security interest in any Investment Related Property, (b) permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, (c) waive any default under or breach of any terms of organizational document relating to the issuer of any Pledged Equity Interest or the terms of any Pledged Debt, or (d) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC, unless such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof;

(ii) Except as otherwise permitted under the ABL Documents, without the prior written consent of the Collateral Agent, it shall not permit any issuer of any Pledged Equity Interest included in the Collateral to merge or consolidate unless the covenants of the ABL Documents are complied with; and

(iii) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents following an Event of Default that is continuing to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

4.4.3 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Effective Date and on each date on which any Credit Event occurs, that Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and included in the Collateral; to its knowledge, all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding inter-company Indebtedness; and

(b) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements, it shall notify the Collateral Agent of any default under any Pledged Debt that has caused, either in any individual case or in the aggregate, a Material Adverse Effect.

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Securities Accounts" and "Commodities Accounts", respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest and that is included in the Collateral. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the headings "Deposit Accounts" all of the Deposit Accounts in which each Grantor has an interest and that is included in the Collateral. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having either sole dominion and control (within the meaning of common law) or "control" (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any Money or other property deposited therein; and

(iii) Each Grantor has taken all actions necessary, including those specified in Section 4.4.4(c), to: (a) establish the Collateral Agent's "control" (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts (other than Exempt Accounts), Securities Entitlements or Commodities Accounts (each as defined in the UCC) (other than the Exempt Accounts); (b) establish the Collateral Agent's "control" (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts (other than the Exempt Accounts); and (c) deliver all Instruments to the Collateral Agent.

(b) Covenant and Agreement. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements, it shall not permit any Investment Account with assets in excess of $1,000,000 to exist unless a control agreement with respect to any such Investment Account has been entered into, or in the case of any Investment Account that exists on the date hereof, has been entered into within 30 days of the date hereof, by the appropriate Grantor, the Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c).

(c) Delivery and Control

(i) With respect to any Investment Related Property consisting of Securities Accounts (other than Exempt Accounts) or Securities Entitlements with balance in excess of $1,000,000 individually and $5,000,000 in the aggregate, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into, within 30 days after the opening of such Securities Account, a control agreement reasonably acceptable to the Collateral Agent pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor. With respect to any Investment Related Property that

is a "Deposit Account" (other than the Exempt Accounts), it shall cause the depositary institution maintaining such account to enter into, within 30 days after the opening of such Deposit Account, a control agreement reasonably acceptable to the Collateral Agent, pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts (other than Exempt Accounts), Securities Entitlements or Deposit Accounts (other than the Exempt Accounts) that exist on the date of this Agreement and (ii) any Securities Accounts (other than Exempt Accounts), Securities Entitlements or Deposit Accounts (other than the Exempt Accounts) that are created or acquired after the date of this Agreement, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting Moneys or investments, into such Securities Accounts or Deposit Accounts.

In addition to the foregoing, if any issuer of any Investment Related Property, with a value in excess of $1,000,000 individually and $5,000,000 in the aggregate, is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

4.5 Material Contracts. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) in addition to any rights under the Section of this Agreement relating to Receivables, the Collateral Agent may at any time during the continuance of an Event of Default notify, or require any Grantor to so notify, the counterparty on any Material Contract of the security interest of the Collateral Agent therein. In addition, after the occurrence and during the continuance of an Event of Default, the Collateral Agent may upon written notice to the applicable Grantor, notify, or require any Grantor to notify, the counterparty to make all payments under the Material Contracts directly to the Collateral Agent; and

(ii) each Grantor shall, within thirty (30) days after entering into any Non-Assignable Contract that is a Material Contract after the Effective Date, request in writing the consent of the counterparty or counterparties to such Non-Assignable Contract pursuant to the terms of such Non-Assignable Contract or applicable law to the assignment or granting of a security interest in such Non-Assignable Contract to Secured Party and use its best efforts to obtain such consent as soon as practicable thereafter.

4.6 Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) all material letters of credit to which such Grantor has rights is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained the consent of each issuer of any letter of credit in excess of $1,000,000 in the aggregate to the assignment of the proceeds of the letter of credit to the Collateral Agent in accordance with Section 4.6(b); provided, however, that with respect to any letters of credit in existence on the Effective Date, such consent shall be obtained within 30 days following the Effective Date.

(b) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements, with respect to any letter of credit in excess of $1,000,000 in the aggregate hereafter arising, it shall use commercially reasonable efforts to obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

4.7 Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in or is a licensee to all Intellectual Property listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time) ("Grantor Intellectual Property"), and owns or has the valid right to use all other Intellectual Property used in or necessary to conduct its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses set forth on Schedule 4.7(B), (D), (F) and (G) (as each may be amended or supplemented from time to time);

(iii) all Grantor Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part except as could not reasonably be expected to have Material Adverse Effect, and each Grantor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every registration and application of Grantor Intellectual Property in full force and effect as reasonably necessary for the conduct of the business and except as could not reasonably be expected to have a Material Adverse Effect;

(iv) no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Grantor's right to register, or such Grantor's rights to own or use, any Grantor Intellectual Property except as could not reasonably be expected to have a Material Adverse Effect and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened;

(v) all registrations and applications for Grantor Intellectual Property are standing in the name of a Grantor, and none of the Grantor Intellectual Property has been licensed by any Grantor to any Affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (F), or (G) (as each may be amended or supplemented from time to time);

(vi) the conduct of each Grantor's business does not infringe upon or otherwise violate any trademark, patent, copyright, trade secret or other intellectual property right owned or controlled by a third party except as could not reasonably be expected to have a Material Adverse Effect; to Grantor's knowledge, no claim has been made that the use of any Intellectual Property owned, licensed or used by Grantor violates the asserted rights of any third party except as could not reasonably be expected to have a Material Adverse Effect;

(vii) to the best of each Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor in any respect that could reasonably be expected to have a Material Adverse Effect;

(viii) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by Grantor or to which Grantor is bound that adversely affect Grantor's rights to own or use any Grantor Intellectual Property except as could not reasonably be expected to have a Material Adverse Effect; and

(ix) except in connection with Permitted Liens or as otherwise permitted under the ABL Documents, each Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Grantor Intellectual Property that has not been terminated or released. There is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Grantor Intellectual Property, other than in favor of the Collateral Agent or Permitted Liens.

(b) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all

Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements:

(i) it shall not do any act or omit to do any act whereby any of the Grantor Intellectual Property which is material to the business of Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein except to the extent a particular item of Intellectual Property is no longer material or necessary to the business of such Grantor or that the same could not reasonably be expected to have a Material Adverse Effect;

(ii) it shall, within a reasonable time from the creation or acquisition of any Copyrightable work the registration of which is material to the business of Grantor, apply to register the Copyright in the United States Copyright Office where warranted in the Grantor's reasonable business judgment, except where the failure to do the same could not reasonably be expected to have a Material Adverse Effect;

(iii) it shall (within a reasonable time after any Grantor obtains knowledge thereof) notify the Collateral Agent if it knows that any item of the Grantor Intellectual Property that is material to the business of any Grantor has become (a) abandoned or dedicated to the public or placed in the public domain, (b) invalid or unenforceable, or (c) subject to any material adverse determination or development (including the institution of proceedings) in any action or proceeding in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any court;

(iv) it shall, where warranted in any Grantor's reasonable business judgment, take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office or any state registry to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to its business which is now or shall become included in the Grantor Intellectual Property including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time);

(v) it shall (within a reasonable time after any Grantor obtains knowledge thereof) report to the Collateral Agent (i) the filing of any application to register any material Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any material Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vi) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Grantor Intellectual Property, whether now owned or hereafter acquired; and

(vii) after the occurrence and during the continuance of an Event of Default, it shall continue to collect, at its own expense, all amounts due or to become due to such Grantor in respect of the Grantor Intellectual Property or any portion thereof. In connection with such collections, each Grantor may take (and, at the Collateral Agent's reasonable direction, shall take) such action as such Grantor or, after the occurrence and during the continuance of an Event of Default, the Collateral Agent may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, the Collateral Agent shall have the right at any time, to notify, or require any Grantor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

4.8 Commercial Tort Claims

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Effective Date and on each date that a Credit Event occurs, that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of $1,000,000 individually or $5,000,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor covenants and agrees that until payment in full of all Secured Obligations (other than unmatured contingent obligations), the cancellation or termination in full of the Total

Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements, with respect to any Commercial Tort Claim in excess of $1,000,000 individually or $5,000,000 in the aggregate hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES;ADDITIONAL GRANTORS.

5.1 Access; Right of Inspection. The Collateral Agent shall at all reasonable times with reasonable notice have full and free access during normal business hours and without unreasonable interruption of business to all the books, correspondence and records of each Grantor, and the Collateral Agent and its representatives may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to the Collateral Agent, at such Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Collateral Agent and its representatives shall at all reasonable times with reasonable notice also have the right during normal business hours and without unreasonable interruption of business to enter any premises of each Grantor and inspect any property of each Grantor where any of the Collateral of such Grantor granted pursuant to this Agreement is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

5.2 Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary and as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Grantor Intellectual Property with any intellectual property registry in the United States in which said Grantor Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State;

(iii) at any reasonable time, upon request by the Collateral Agent, assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent;

(iv) at the Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral;

(v) execute such Collateral Access Agreements as may be required by the Credit Agreement.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended

or supplemented from time to time) to include reference to any right, title or interest in any existing Grantor Intellectual Property or any Grantor Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.3 Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an **"Additional Grantor"**), by executing a Counterpart Agreement. Upon delivery of any such Counterpart Agreement to the Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of the Holding Companies to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1 Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust Insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC or PPSA financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any United States intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Grantor Intellectual Property in the name of such Grantor as debtor;

(g) upon the occurrence and during the continuance of an Event of Default, to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

(h) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1 Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may, subject to the terms of and in the manner contemplated by the Intercreditor Agreement, exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC and the PPSA (whether or not the UCC or PPSA applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate;

(iv) without notice except as specified below or under the UCC or PPSA, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable;

(v) appoint by instrument in writing a receiver (which term as used in this Agreement includes a receiver and manager) or agent of all or any part of the Collateral and remove or replace from time to time any receiver or agent;

(vi) institute proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral; and

(vii) carry on all or any part of the business of any Grantor and, to the exclusion of all others including the Grantors, enter upon, occupy and use all or any of the premises, buildings, and other property of or used by any Grantor for such time as the Collateral Agent sees fit, free of charge, and the Collateral Agent and the Secured Parties are not liable to the Grantor for any act, omission or negligence (other than their own gross negligence or wilful misconduct) in so doing or for any rent, charges, depreciation or damages incurred in connection with or resulting from such action.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC or the PPSA (as applicable) and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC or the PPSA (as applicable), to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the

Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree, provided this section shall not restrict the operation of Section 9-615(f) of the UCC. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, the Grantors shall be liable for the deficiency and the fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

(e) Any receiver appointed by the Collateral Agent is vested with the rights and remedies which could have been exercised by the Collateral Agent in respect of any Grantor or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration are within the sole and unfettered discretion of the Collateral Agent.

(f) Any receiver appointed by the Collateral Agent will act as agent for the Collateral Agent for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Grantors. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Grantors or as agent for the Collateral Agent as the Collateral Agent may determine in its discretion. The Grantors agree to ratify and confirm all actions of the receiver as agent for the Grantors, and to release and indemnify the receiver in respect of all such actions.

(g) The Collateral Agent, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, the Grantors or otherwise and is not responsible for any misconduct or negligence of such receiver.

7.2 Application of Proceeds.

(a) Except as expressly provided elsewhere in this Agreement, and subject to the terms of the Intercreditor Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of, the Collateral shall be applied in full or in part by the Collateral Agent against the Secured Obligations in the following order of priority:

(I) first, to the payment of all costs and expenses of such sale, collection or other realization, including reasonable compensation to the Collateral Agent and its agents and counsel, and all other expenses (including Expenses), liabilities and advances made or incurred by the Collateral Agent in connection therewith, and all amounts for which the Collateral Agent is entitled to indemnification hereunder (in its capacity as the Collateral Agent and not as a Lender) and all advances made by the Collateral Agent hereunder for the account of the applicable Grantor, and to the payment of all costs and expenses paid or incurred by the Collateral Agent in connection with the exercise of any right or remedy hereunder or under the Credit Agreement, all in accordance with the terms hereof or thereof;

(II) second, to the extent of any excess of such proceeds, to the payment of all amounts (including Expenses) owing to the Administrative Agent in its capacity as such;

(III) third, to the extent of any excess of such proceeds, to the payment of all amounts (including Expenses) owing to any Issuing Lender in its capacity as such;

(IV) fourth, to the extent of any excess of such proceeds, to the payment of the outstanding Primary Obligations which are Credit Document Obligations to the Secured Parties (other than the Secured Hedging Creditors and the Secured Cash Management Creditors) as provided in Section 7.2(e) hereof, with each such Secured Party receiving an amount equal to its outstanding Primary Obligations which are Credit Document Obligations or, if the proceeds are insufficient to pay in full all such Primary Obligations, its Pro Rata Share of the amount remaining to be distributed;

(V) fifth, to the extent of any excess of such proceeds, to the payment of the outstanding Secondary Obligations which are Credit Document Obligations to the Secured Parties (other than the Secured Hedging Creditors and the Secured Cash Management Creditors) as provided in Section 7.2(e) hereof, with each such Secured Party receiving an amount equal to its outstanding Secondary Obligations which are Credit Document Obligations or, if the proceeds are insufficient to pay in full all such Secondary Obligations, its Pro Rata Share of the amount remaining to be distributed;

(VI) sixth, to the extent of any excess of such proceeds, to the payment of the outstanding Primary Obligations which are Secured Cash Management Obligations and Secured Hedging Obligations to the Secured Parties which are Secured Hedging Creditors or Secured Cash Management Creditors as provided in Section 7.2(e) hereof, with each such Secured Party receiving an amount equal to its outstanding Primary Obligations which are Secured Cash Management Obligations and Secured Hedging Obligations or, if the proceeds are insufficient to pay in full all such Primary Obligations, its Pro Rata Share of the amount remaining to be distributed;

(VII) seventh, to the extent of any excess of such proceeds, to the payment of the outstanding Secondary Obligations which are Secured Cash Management Obligations and Secured Hedging Obligations shall be paid to the Secured Parties which are Secured Hedging Creditors or Secured Cash Management Creditors as provided in Section 7.2(e) hereof, with each such Secured Party receiving an amount equal to its outstanding Secondary Obligations which are Secured Cash Management Obligations and Secured Hedging Obligations or, if the proceeds are insufficient to pay in full all such Primary Obligations, its Pro Rata Share of the amount remaining to be distributed; and

(VIII) eighth, to the extent of any excess of such proceeds, to the relevant Grantor or to whomever may be lawfully entitled to receive such surplus (including to the holders of the First Lien Obligations, the Second Lien Obligations and the Subordinated Lien Obligations as provided in the Intercreditor Agreement).

(b) For purposes of this Agreement: (i) **"Pro Rata Share"** shall mean, when calculating a Secured Party's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Party's Primary Obligations or Secondary Obligations, as the case may be, and the denominator of which is the then outstanding amount of all Primary Obligations or Secondary Obligations, as the case may be, of the relevant Secured Parties; (ii) **"Primary Obligations"** shall mean (x) in the case of the Credit Document Obligations, all principal of, premium, fees and interest on, all Loans, all Unpaid Drawings (and all interest thereon), the Stated Amount of all outstanding Letters of Credit and all Fees, (y) in the case of the Secured Hedging Obligations, all amounts due to a Secured Hedging Creditor under each Secured Hedging Agreement (other than indemnities, fees (including, without limitation, reasonable attorneys' fees) and similar obligations and liabilities) and (z) in the case of Secured Cash Management Obligations, all amounts due under each Secured Cash Management Agreement with a Secured Cash Management Creditor (other than indemnities, fees (including, without limitation, reasonable attorneys' fees) and similar obligations and liabilities); and (iii) **"Secondary Obligations"** shall mean all Secured Obligations other than Primary Obligations.

(c) When payments to Secured Parties are based upon their respective Pro Rata Shares, the amounts received by such Secured Parties hereunder shall be applied (for purposes of making determinations under this Section 7.2 only) (i) first, to their Primary Obligations and (ii) second, to their Secondary Obligations. If any payment to any Secured Party of its Pro Rata Share of any distribution would result in overpayment to such Secured Party, such excess amount shall instead be distributed in respect of the unpaid Primary Obligations or Secondary Obligations, as the case may be, of the other relevant Secured Parties, with each Secured Party whose Primary Obligations or Secondary Obligations, as the case may be, have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Primary Obligations or Secondary Obligations, as the case may be, of such Secured Party and the denominator of which is the unpaid Primary Obligations or Secondary Obligations, as the case may be, of all relevant Secured Parties entitled to such distribution.

(d) Each of the Secured Parties, by their acceptance of the benefits hereof and of the other Security Documents, agrees and acknowledges that if the Lender Creditors receive a distribution on account of undrawn amounts with respect to Letters of Credit issued under the Credit Agreement (which shall only occur after all outstanding Revolving Loans under the Credit Agreement and Unpaid Drawings have been paid in full), such amounts shall be paid to the Administrative Agent under the Credit Agreement and held by it, for the equal and ratable benefit of the Lender Creditors, as cash security for the repayment of Obligations owing to the Lender Creditors as such. If any amounts are held as cash security pursuant to the immediately preceding sentence, then upon the termination of all outstanding Letters of Credit under the Credit Agreement, and after the application of all such cash security to the repayment of all Obligations owing to the Lender Creditors after giving effect to the termination of all such Letters of Credit, if there remains any excess cash, such excess cash shall be returned by the Administrative Agent to the Collateral Agent for distribution in accordance with Section 7.2(a) hereof.

(e) All payments required to be made hereunder shall be made (x) if to the Lender Creditors, to the Administrative Agent for the account of the Lender Creditors, and (y) if to the Secured Hedging Creditors or the Secured Cash Management Creditors, to the trustee, paying agent or other similar representative (each, a **"Representative"**) for the Secured Hedging Creditors or the Secured Cash Management Creditors, as applicable, or, in the absence of such a Representative, directly to the Secured Hedging Creditors or the Secured Cash Management Creditors, as applicable.

(f) For purposes of applying payments received in accordance with this Section 7.2, the Collateral Agent shall be entitled to rely upon the Administrative Agent and (ii) the Representative or, in the absence of such a Representative, upon the Secured Hedging Creditors and the Secured Cash Management Creditors, as applicable, for a determination (which the Administrative Agent, each Representative, the Secured Hedging Creditors and the Secured Cash Management Creditors agree (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Primary Obligations and Secondary Obligations owed to the Lender Creditors or the Secured Hedging Creditors or the Secured Cash Management Creditors, as the case may be. Unless it has received written notice from a Lender Creditor, a Secured Hedging Creditor or a Secured Cash Management Creditor to the contrary, the Administrative Agent and each Representative, in furnishing information pursuant to the preceding sentence, and the Collateral Agent, in acting hereunder, shall be entitled to assume that no Secondary Obligations are outstanding. Unless it has written notice from a Secured Hedging Creditor or a Secured Cash Management Creditor to the contrary, the Collateral Agent, in acting hereunder, shall be entitled to assume that no Secured Hedging Agreements or Secured Cash Management Agreements, as applicable, are in existence.

(g) It is understood that the Grantors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

(h) It is understood and agreed by each Grantor and each Secured Party that the Collateral Agent shall have no liability for any determinations made by it in this Section 7.2 (including, without limitation, as to whether given Collateral constitutes Notes Priority Collateral or ABL Priority Collateral), in each case except to the extent resulting from the gross negligence or willful misconduct of the Collateral Agent (as determined by a court of competent jurisdiction in a final and non-appealable decision). Each Grantor and each Secured Party also agrees that the Collateral Agent may (but shall not be required to), at any time and in its sole discretion, and with no liability resulting therefrom, petition a court of competent jurisdiction regarding any application of Collateral in accordance with the requirements hereof and of the Intercreditor Agreement, and the Collateral Agent shall be entitled to wait for, and may conclusively rely on, any such determination.

7.3 Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, the applicable Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and the applicable Grantor shall be credited with proceeds of the sale.

7.4 Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account (other than the Exempt Accounts) or instruct the bank at which any Deposit Account (other than the Exempt Accounts) is maintained to pay the balance of any Deposit Account (other than the Exempt Accounts) to or for the benefit of the Collateral Agent.

7.5 Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral

Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6 Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Grantor Intellectual Property, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents reasonably required by the Collateral Agent in aid of such enforcement and such Grantor shall, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 11 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Grantor Intellectual Property as provided in this Section, each Grantor agrees to use commercially reasonable measures to the extent necessary, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in any Grantor Intellectual Property that is material to its business by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent or such Collateral Agent's designee all of such Grantor's right, title and interest in and to the Grantor Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Grantor Intellectual Property; and

(iv) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Grantor Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

(1) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and

(2) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Grantor Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 after an Event of Default and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7 Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other non-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, unless otherwise provided pursuant to Section 4.4(a)(ii), be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise): (i) if no Event of Default shall have occurred and be continuing, shall be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and (ii) if an Event of Default shall have occurred and be continuing, may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing.

SECTION 8. COLLATERAL AGENT.

2. The Collateral Agent has been appointed to act as Collateral Agent hereunder by the Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the other ABL Documents. By accepting the benefits of this Agreement and each other Security Document, the Secured Parties expressly acknowledge and agree that this Agreement and each other Security Document may be enforced only by the action of the Collateral Agent acting upon the instructions of the Required Secured Parties and that no other Secured Party shall have any right individually to seek to enforce or to enforce this Agreement or any other Security Document or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Collateral Agent for the benefit of the Secured Parties upon the terms of this Agreement and the other Security Documents.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS; RELEASES.

3. This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination in full of the Total Revolving Loan Commitment, the cancellation or expiration of all outstanding Letters of Credit, the expiration or termination of all Secured Hedging Agreements and the expiration or termination of all Secured Cash Management Agreements, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns and, upon such payment in full, cancellation, termination or expiration, the security interest granted hereby shall automatically terminate hereunder and of record. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon any such termination, the Collateral Agent shall, at the Grantors' expense, execute and deliver to the Grantors (or authorize the filing by the Grantors of) any documents that the Grantors shall reasonably request, including financing statement amendments, to evidence such termination. Upon any disposition of property including Capital Stock of a Grantor permitted by the ABL Documents to a Person that is not a Grantor and in compliance with all provisions of the ABL Documents for release of the Liens on such property, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor, or such Grantor shall be automatically released, as the case may be, in each case, with no further action on the part of any Person. The Collateral Agent shall, at the Grantors' expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including financing statement amendments to evidence such release.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

4. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody

and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself (but shall not be obligated to) perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 13.01 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.

11.1 Miscellaneous. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 13.03 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other ABL Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other ABL Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and permitted assigns. Except as permitted under the ABL Documents, no Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other ABL Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the ABL Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission (or other electronic means, including .pdf) shall be effective as delivery of a manually signed counterpart to this Agreement.

11.2 Waiver; Amendment. Except as otherwise provided in this Agreement with respect to updating Schedules hereto and adding or releasing Grantors hereunder, none of the terms and conditions of this Agreement or any other Security Documents may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by each Grantor directly affected thereby (it being understood that the addition or release of any Grantor hereunder shall not constitute a change, waiver, discharge or termination affecting any Grantor other than the Grantor so added or released) and the Collateral Agent (with the written consent of the Required Secured Parties); provided, however, that any change, waiver, modification or variance affecting the rights and benefits of a single Class of Secured Parties (and not all Secured Parties in a like or similar manner) also shall require the written consent of the Requisite Secured Parties of such affected Class. For the purpose of this Agreement, the term "**Class**" shall mean each class of Secured Parties, i.e., whether (x) the Lender Creditors as holders of the Credit Document Obligations, (y) the Secured Hedging Creditors as the holders of the Secured Hedging Obligations and (z) the Secured Cash Management Creditors as the holder of the Secured Cash Management Obligations. For the purpose of this Agreement, the term "**Requisite Secured Parties**" of any Class shall mean each of (x) with respect to the Credit Document Obligations, the Required Lenders (or, to the extent provided in Section 13.12 of the Credit Agreement, each of the Lenders), (y) with respect to the Secured Hedging Obligations, the holders of at least a majority of all Secured Hedging Obligations outstanding from time to time and (z) with respect to the Secured Cash Management Obligations, the holders of at least a majority of all Secured Cash Management Obligations outstanding from time to time.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS THAT WOULD REQUIRE APPLICATION OF LAWS OF ANOTHER STATE.

* * *

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

COFFEYVILLE RESOURCES, LLC
COFFEYVILLE FINANCE INC.
COFFEYVILLE PIPELINE, INC.
COFFEYVILLE REFINING & MARKETING, INC.
COFFEYVILLE NITROGEN FERTILIZERS, INC.
COFFEYVILLE CRUDE TRANSPORTATION, INC.
COFFEYVILLE TERMINAL, INC.
CL JV HOLDINGS, LLC
COFFEYVILLE RESOURCES PIPELINE, LLC
COFFEYVILLE RESOURCES REFINING & MARKETING, LLC
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC
COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC
COFFEYVILLE RESOURCES TERMINAL, LLC
CVR SPECIAL GP, LLC

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

CVR PARTNERS, LP

By: CVR GP, LLC, its managing general partner

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

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as the Collateral Agent

By: /s/ Erin Morrissey
Name: Erin Morrissey
Title: Vice President

By: /s/ Michael Getz
Name: Michael Getz
Title: Vice President

EXHIBIT A
TO ABL PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This **PLEDGE SUPPLEMENT**, dated ____/__/20__, is delivered by **[NAME OF GRANTOR]** a **[NAME OF STATE OF INCORPORATION] [**Corporation**]** (the **"Grantor"**) pursuant to the ABL Pledge and Security Agreement, dated as of February 22, 2011 (as it may be from time to time amended, restated, modified or supplemented, the "**Security Agreement**"), among COFFEYVILLE RESOURCES, LLC, the other Grantors named therein, and Deutsche Bank Trust Company Americas, as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of Grantor's right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of ____/__/20_.

[NAME OF GRANTOR]

By: _____
Name:
Title:

SUPPLEMENT TO SCHEDULE 4.1
TO ABL PLEDGE AND SECURITY AGREEMENT

Additional Information:

(A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#

(B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name	Trade Name or Fictitious Business Name

(C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Name of Grantor	Date of Change	Description of Change

(D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

Name of Grantor	Description of Agreement

(E) Financing Statements:

Name of Grantor	Filing Jurisdiction(s)

Additional Information:

Name of Grantor	Location of Equipment and Inventory

SUPPLEMENT TO SCHEDULE 4.4
TO ABL PLEDGE AND SECURITY AGREEMENT

Additional Information:

(A)

Pledged Stock:

Pledged Partnership Interests:

Pledged LLC Interests:

Pledged Trust Interests:

Pledged Debt:

Securities Account:

Commodities Accounts:

Deposit Accounts:

(B)

Name of Grantor	Date of Acquisition	Description of Acquisition

(C)

Name of Grantor	Name of Issuer of Pledged LLC Interest/Pledged Partnership Interest

SUPPLEMENT TO SCHEDULE 4.5
TO ABL PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor	Description of Material Contract

SUPPLEMENT TO SCHEDULE 4.6
TO ABL PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor	Description of Letters of Credit

SUPPLEMENT TO SCHEDULE 4.7
TO ABL PLEDGE AND SECURITY AGREEMENT

Additional Information:

(A) Copyrights

(B) Copyright Licenses

(C) Patents

(D) Patent Licenses

(E) Trademarks

(F) Trademark Licenses

(G) Trade Secret Licenses

(H) Intellectual Property Exceptions

SUPPLEMENT TO SCHEDULE 4.8
TO ABL PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor	Commercial Tort Claims

EXHIBIT B
TO ABL PLEDGE AND SECURITY AGREEMENT

COUNTERPART AGREEMENT

[Name of Additional Grantor]
[Address of Additional Grantor]

[Date]

Ladies and Gentlemen:

Reference is made to the ABL Pledge and Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of February 22, 2011, among COFFEYVILLE RESOURCES, LLC, the other Grantors named therein, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as the Collateral Trustee.

This Counterpart Agreement supplements the Security Agreement and is delivered by the undersigned, [ ] (the "**Additional Grantor**"), pursuant to Section 5.3 of the Security Agreement. The Additional Grantor hereby agrees to be bound as a Grantor party to the Security Agreement by all of the terms, covenants and conditions set forth in the Security Agreement to the same extent that it would have been bound if it had been a signatory to the Security Agreement on the date of the Security Agreement. The Additional Grantor also hereby agrees to be bound as a party by all of the terms, covenants and conditions applicable to it set forth in the Credit Agreement to the same extent that it would have been bound if it had been a signatory to the Credit Agreement on the execution date of the Credit Agreement. Without limiting the generality of the foregoing, the Additional Grantor hereby grants and pledges to the Collateral Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a security interest in and continuing lien on, all of its right, title and interest in, to and under the Collateral and expressly assumes all obligations and liabilities of a Grantor thereunder. The Additional Grantor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Grantor contained in the Security Agreement and the Credit Agreement.

Annexed hereto are supplements to each of the schedules to the Security Agreement with respect to the Additional Grantor. Such supplements shall be deemed to be part of the Security Agreement.

This Counterpart Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS COUNTERPART AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Additional Grantor has caused this Counterpart Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit 1.3

EXECUTION VERSION

ABL INTERCREDITOR AGREEMENT

dated as of

February 22, 2011

among

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as ABL Collateral Agent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as First Lien Collateral Trustee,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Subordinated Lien Collateral Trustee,

COFFEYVILLE RESOURCES, LLC,
COFFEYVILLE FINANCE INC.,

and

the guarantors listed on Schedule I hereto

ABL INTERCREDITOR AGREEMENT (this "Agreement"), dated as of February 22, 2011, among DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the ABL Secured Parties referred to herein (in such capacity, and together with its successors and assigns in such capacity, the "ABL Collateral Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral trustee for the First Lien Secured Parties referred to herein (in such capacity, and together with its successors and assigns in such capacity, the "First Lien Collateral Trustee"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral trustee for each of the Second Lien Secured Parties and Subordinated Lien Secured Parties referred to herein (in such capacity, and together with its successors and assigns in such capacity, the "Subordinated Lien Collateral Trustee"), COFFEYVILLE RESOURCES, LLC, a Delaware limited liability company (the "Issuer"), COFFEYVILLE FINANCE INC., a Delaware corporation (the "Co-Issuer" and, together with the Issuer, the "Issuers"), and the other guarantors listed on Schedule I hereto (as well as each future guarantor that becomes a party hereto pursuant to the terms hereof, collectively, the "Guarantors").

Reference is made to the ABL Credit Agreement, dated as of February 22, 2011 (as amended, restated, supplemented, modified, renewed, refunded, restructured, increased, refinanced and/or replaced from time to time, the "ABL Credit Agreement"), among the Issuer, the other borrowers from time to time party thereto, the Co-Issuer, the other guarantors from time to time party thereto, the ABL Collateral Agent, and the other parties thereto.

Reference is made to (i) the Indenture, dated as of April 6, 2010 (as amended, restated, supplemented, modified, and/or replaced from time to time, the "First Lien Indenture"), among the Issuers, Wells Fargo Bank, National Association, as trustee (the "First Lien Trustee"), and the other parties thereto, pursuant to which the Issuers issued the 9% first lien notes due 2015 (together with any additional notes issued pursuant to the First Lien Indenture, and as such notes may be amended, restated, supplemented, modified, and/or replaced from time to time, the "First Lien Notes"), (ii) the Other Hedge Agreements, if any, and (iii) the other First Lien Documents, if any.

Reference is made to (i) the Indenture, dated as of April 6, 2010 (as amended, restated, supplemented, modified, and/or replaced from time to time, the "Second Lien Indenture" and, together with the First Lien Indenture, the "Indentures"), among the Issuers, Wells Fargo Bank, National Association, as trustee, and the other parties thereto, pursuant to which the Issuers issued the 10 7/8% second lien notes due 2017 (together with any additional notes issued pursuant to the Second Lien Indenture, and as such notes may be amended, restated, supplemented, modified, and/or replaced from time to time, the "Second Lien Notes") and (ii) the other Second Lien Documents.

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ABL Collateral Agent (on behalf of the ABL Secured Parties), the First Lien Collateral Trustee (on behalf of the First Lien Secured Parties), the Subordinated Lien Collateral Trustee (on behalf of each of the Second Lien Secured Parties and the Subordinated Lien Secured Parties), the Issuers and the Guarantors agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Construction; Certain Defined Terms. (a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (iii) the words "herein", "hereof and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections and Annexes shall be construed to refer to Articles, Sections and Annexes of this Agreement, (v) unless otherwise expressly qualified herein, the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (vi) the term "or" is not exclusive.

(b) As used in this Agreement, the following terms have the meanings specified below:

"***ABL Collateral Agent***" has the meaning set forth in the preamble.

"***ABL Credit Agreement***" has the meaning set forth in the preamble.

"***ABL Debt***" means (i) Indebtedness under the ABL Credit Agreement, (ii) Indebtedness under any interest rate hedging agreement, commodity hedging agreement, currency hedging agreement, other hedging agreement or cash management agreement, in each case entered into with any lender under the ABL Credit Agreement, its affiliates or any other Person permitted under the ABL Credit Agreement if the obligations under any such agreement are permitted under the ABL Credit Agreement to be secured pursuant to the ABL Security Documents (the "***ABL Hedging Agreements***" and the "***ABL Cash Management Agreements***", respectively) and (iii) to the extent issued or outstanding, any other Indebtedness of the Issuers or Guarantors designated as such by the Issuer in writing to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee; *provided* that: (a) on or before the date on which such Indebtedness is incurred, an officer's certificate of the Issuer is delivered to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, designating such Indebtedness as "ABL Debt" for the purposes of this Agreement, the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents; (b) such Indebtedness is evidenced or governed by an indenture, credit agreement, loan agreement, note agreement, promissory note or other agreement or instrument that includes a Lien Priority Confirmation; and (c) at the time of the incurrence thereof, such Indebtedness may be incurred (and secured) as ABL Debt without violating the terms of any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document or causing any default thereunder.

"***ABL Documents***" means, collectively, the ABL Credit Agreement, the ABL Security Documents, the ABL Hedging Agreements, the ABL Cash Management Agreements, any additional credit agreement, note purchase agreement, indenture or other agreement related thereto and all other loan or note documents, collateral or security documents, notes, guarantees, instruments and agreements governing or evidencing, or executed or delivered in connection with, the ABL Credit Agreement, the ABL Hedging Agreements or the ABL Cash Management Agreements, in each case as such agreements or instruments may be amended, supplemented, modified, restated, replaced, renewed, refunded, restructured, increased or refinanced from time to time.

"***ABL Liens***" means Liens on the Collateral created under the ABL Security Documents to secure the ABL Obligations.

"***ABL Obligations***" means all indebtedness, liabilities and obligations (of every kind or nature) incurred or arising under or relating to the ABL Documents and all other obligations in respect thereof (including, without limitation, principal, premium, interest, reimbursements under letters of credit, fees, indemnifications, expenses and other obligations and guarantees of the foregoing (including Post-Petition Interest at the rate provided in the relevant ABL Document, whether or not a claim for Post-Petition Interest is allowed in an applicable Insolvency or Liquidation Proceeding)).

"***ABL Priority Collateral***" means (i) all Accounts (and all rights to receive payments, indebtedness and other obligations (whether constituting an Account, Chattel Paper (including Electronic Chattel Paper), Instrument, Document or General Intangible) which arise as a result of the sale or lease of Inventory, Goods or merchandise or provision of services, including the right to payment of any interest or finance charges), (ii) all Inventory, (iii) all Payment Intangibles (including corporate and other tax refunds), documents of title, customs receipts, insurance, shipping and other documents and other written materials related to any Inventory (including to the purchase or import of any Inventory), (iv) all Letter of Credit Rights, Chattel Paper, Instruments, Investment Property (other than Capital Stock), Documents and General Intangibles (other than any intellectual property and Capital Stock) pertaining to any ABL Priority Collateral, (v) all Deposit Accounts, collection accounts, disbursement accounts, lock-boxes, commodity accounts and securities accounts, including all cash, marketable securities, securities entitlements, financial assets and other funds and assets held in, on deposit in, or credited to any of the foregoing, (vi) all books and records and Supporting Obligations relating to any of the foregoing, (vii) all related letters of credit, guaranties, collateral liens, Commercial Tort Claims or other claims and causes of action, and (viii) to the extent not otherwise included, all substitutions, replacements, accessions, products and proceeds (including, without limitation, insurance proceeds, Investment Property, licenses, royalties, income, payments, claims, damages and proceeds of suit) of any or all of the foregoing, in each case at any time held by any of the Issuers or any of the Guarantors (whether now existing or at any time hereafter acquired by any of the Issuers or any of the Guarantors or in which any of the Issuers or Guarantors acquires any right, title or interest), other than any assets that constitute Excluded Assets under clause (a) of the definition thereof. All capitalized terms used in this definition and not defined elsewhere in this Agreement have the meanings assigned to them in the UCC.

"***ABL Secured Parties***" means the Secured Parties (as defined in the ABL Security Documents).

"***ABL Security Documents***" means any documents, agreements or instruments now existing or entered into after the date hereof that create (or purport to create) Liens on any assets or properties of any Grantor to secure any ABL Obligations.

"***Agents***" means the ABL Collateral Agent, the First Lien Collateral Trustee, the Subordinated Collateral Trustee (on behalf of the Second Lien Secured Parties) and the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties).

"***Bankruptcy Code***" means Title 11 of the United States Code.

"***Capital Stock***" means: (a) in the case of a corporation, corporate stock; (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (c) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"***Collateral***" means the ABL Priority Collateral and the Note Priority Collateral.

"***Collateral Access Agreement***" shall have the meaning of such term as set forth in the ABL Security Documents.

"***Collateral Trust Agreement***" means the Collateral Trust Agreement, dated as of April 6, among the Issuers, the Subordinated Lien Collateral Trustee and the other parties thereto from time to time, as such agreement may be amended, restated, supplemented, modified and/or replaced from time to time.

"***Collateral Trust and Intercreditor Agreement***" means that certain First Amended and Restated Collateral Trust and Intercreditor Agreement, dated as of April 6, 2010, among the Issuers, the First Lien Trustee, the First Lien Collateral Trustee, J. Aron & Company and the other parties thereto, as amended, restated, supplemented, modified, and/or replaced from time to time.

"***Copyrights***" shall have the collective meaning of such term set forth in the Security Documents.

"***Disposition***" shall mean any sale, lease, sale and leaseback, assignment, conveyance, exchange, transfer or other disposition.

"***Dispose***" shall have a correlative meaning.

"***Domestic Subsidiary***" of any Person shall mean any subsidiary of such Person incorporated or organized in the United States or any State thereof or the District of Columbia.

"***Enforcement Action***" means (a) the taking of any action to enforce or realize upon any Lien on the Collateral, including the institution of any foreclosure proceedings or the noticing of any public or private sale or other Disposition pursuant to Article 8 or Article 9 of the UCC or other applicable law, (b) the exercise of any right or remedy provided to a secured creditor or otherwise on account of a Lien on the Collateral under the ABL Documents, the First Lien Documents, the Second Lien Documents, the Subordinated Lien Documents or applicable law, including the election to retain any Collateral in satisfaction of a Lien or credit bid, (c) the taking of any action or the exercise of any right or remedy in respect of the collection on, set off against, marshaling of, or foreclosure on the Collateral or the proceeds of Collateral, (d) the sale, lease, license, or other Disposition of all or any portion of the Collateral, at a private or public sale, other Disposition or any other means permissible under applicable law at any time that an event of default shall have occurred which is continuing, and (e) the exercise of any other right of liquidation against any Collateral (including the exercise of any right of recoupment or set-off or any rights against Collateral obtained pursuant to or by foreclosure of a judgment Lien obtained against any Grantor) whether under the ABL Documents, the First Lien Documents, the Second Lien Documents, the Subordinated Lien Documents, applicable law, in a proceeding or otherwise, it being acknowledged and agreed that the exercise of cash dominion by the Senior Representative in respect of the ABL Priority Collateral over the Deposit Accounts of any Grantor and application of funds in connection therewith will not constitute an Enforcement Action for purposes of this Agreement.

"***Enforcement Notice***" means a written notice delivered, at a time when an Event of Default has occurred and is continuing, by either the Senior Representative in respect of the ABL Priority Collateral or the Senior Representative in respect of the Note Priority Collateral to the other specifying that it is an "Enforcement Notice" and the relevant Event of Default.

"***Event of Default***" means an "Event of Default" (or similarly defined term) under and as defined in the ABL Credit Agreement or any other ABL Document, the First Lien Indenture or any other First Lien Document, the Second Lien Indenture or any other Second Lien Document or any Subordinated Lien Document, as the context may require.

"***Excluded Assets***" means: (a) any intellectual property, lease, license, contract, property rights or agreement to which the Issuer or any Guarantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Issuer or any Guarantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, however, that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) any of the outstanding capital stock of a controlled foreign corporation in excess of 65% of the voting power of all classes of Capital Stock of such controlled foreign corporation entitled to vote; provided that immediately upon the amendment of the United States Internal Revenue Code of 1986, as amended, to allow the pledge of a greater percentage of the voting power of capital stock in a controlled foreign corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by the Issuer and each Guarantor shall attach to, such greater percentage of capital stock of each controlled foreign corporation; and (c) with respect to perfection only, any item of personal property as to which the Senior Representative in respect of the Note Priority Collateral shall determine in its reasonable discretion after consultation with the Issuer that the costs of perfecting a security interest in such item are excessive in relation to the value of such security being perfected thereby.

"***fair market value***" means the price that would be paid in an arm's-length transaction between an informed and willing seller under no compulsion to sell and an informed and willing buyer under no compulsion to buy. For purposes of determining "fair market value" hereunder, any determination that the fair market value of assets other than cash or cash equivalents is equal to or greater than $50.0 million will be made by the Issuer's or CVR Energy Inc.'s board of directors and evidenced by a resolution thereof and set forth in an officers' certificate.

"***First and Subordinated Lien Intercreditor Agreement***" means that certain First and Subordinated Lien Intercreditor Agreement, dated as of April 6, 2010, among the Issuer, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, as amended, restated, supplemented, modified, and/or replaced from time to time.

"***First Lien Debt***" means Indebtedness under the First Lien Indenture and the First Lien Notes, Other Hedging Obligations and, to the extent issued or outstanding, any other Indebtedness of the Issuers or Guarantors designated as such by the Issuer in writing to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee; *provided* that: (a) on or before the date on which such Indebtedness is incurred, an officer's certificate of the Issuer is delivered to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, designating such Indebtedness as "First Lien Debt" for the purposes of this Agreement, the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, if any; (b) such Indebtedness is evidenced or governed by an indenture, credit agreement, loan agreement, note agreement, promissory note or other agreement or instrument that includes a Lien Priority Confirmation; (c) such Indebtedness is designated as "First Lien Debt" in accordance with the requirements of the Collateral Trust and Intercreditor Agreement; and (d) at the time of the incurrence thereof, the applicable First Lien Debt may be incurred (and secured as contemplated in the Collateral Trust and Intercreditor Agreement) without violating the terms of any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document, if any, or causing any default thereunder.

"***First Lien Documents***" means, collectively, the First Lien Indenture, the Other Hedge Agreements, the First Lien Security Documents, and each of the other agreements, documents and instruments providing for or evidencing any other First Lien Obligation, and any other document or instrument executed or

delivered at any time in connection therewith, to the extent such are effective at the relevant time, as each may be amended, restated, supplemented, modified, renewed, extended or refinanced from time to time.

"***First Lien Indenture***" has the meaning set forth in the preamble.

"***First Lien Liens***" means Liens on the Collateral created under the First Lien Security Documents to secure the First Lien Obligations.

"***First Lien Obligations***" means, subject to the terms and conditions in the Collateral Trust and Intercreditor Agreement, (i) all notes issued pursuant to the First Lien Indenture, (ii) all reimbursement obligations (if any) and interest thereon (including without limitation any Post-Petition Interest) with respect to any letter of credit or similar instruments issued pursuant to the First Lien Documents, (iii) all Other Hedging Obligations, (iv) all guarantee obligations, fees, expenses and all other obligations under the First Lien Documents, in each case whether or not allowed or allowable in an Insolvency or Liquidation Proceeding, and (v) all obligations arising with respect to any First Lien Debt (including, without limitation, principal, premium, interest (including Post-Petition Interest at the rate provided in the relevant First Lien Document, whether or not a claim for Post-Petition Interest is allowed in an applicable Insolvency or Liquidation Proceeding), reimbursements under letters of credit, fees, indemnifications, expenses and other obligations and guarantees of the foregoing).

"***First Lien Secured Parties***" means the Secured Parties (as defined in the First Lien Security Documents).

"***First Lien Security Documents***" means the Amended and Restated First Lien Pledge and Security Agreement, dated as of December 28, 2006, as amended, among the Grantors and the First Lien Collateral Trustee and as it may be further amended, restated or modified from time to time, and any other documents, agreements or instruments now existing or entered into after the date hereof that create (or purport to create) Liens on any assets or properties of any Grantor to secure any First Lien Obligations.

"***Grantors***" means, collectively, the Issuers and the Guarantors.

"***Insolvency or Liquidation Proceeding***" means: (a) any voluntary or involuntary case or proceeding under the Bankruptcy Code with respect to either Issuer or any Guarantor; (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to either Issuer or any Guarantor or with respect to a material portion of their respective assets; any liquidation, dissolution, reorganization or winding up of either Issuer or any Guarantor whether voluntary or involuntary and whether or not involving insolvency or bankruptcy; or any assignment for the benefit of creditors or any other marshalling of assets and liabilities of either Issuer or any Guarantor.

"***Joint Instruction***" means an instruction of the ABL Secured Parties, the Second Lien Secured Parties and the Subordinated Lien Secured Parties on the following basis: (A) prior to the Payment in Full of the Second Lien Obligations and the ABL Obligations, a direction in writing delivered to the Subordinated Lien Collateral Trustee by or with the written consent of the holders of at least 50.1% of the sum of (i) the aggregate outstanding principal amount of Second Lien Debt and ABL Debt (including outstanding letters of credit whether or not then drawn) and (ii) other than in connection with the exercise of remedies, the aggregate unfunded commitments to extend credit which, when funded, would constitute Second Lien Debt and ABL Debt; and (B) at any time after

the Payment in Full of the Second Lien Obligations and the ABL Obligations, a direction in writing delivered to the Subordinated Lien Collateral Trustee by or with the written consent of the holders of at least 50.1% of the sum of (i) the aggregate outstanding principal amount of Subordinated Lien Debt (including outstanding letters of credit whether or not then drawn) and (ii) other than in connection with the exercise of remedies, the aggregate unfunded commitments to extend credit which, when funded, would constitute Subordinated Lien Debt.

"***Junior Documents***" means (a) for the ABL Priority Collateral, (i) in respect of the ABL Documents, each of the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, (ii) in respect of the First Lien Documents, each of the Second Lien Documents and the Subordinated Lien Documents, and (iii) in respect of the Second Lien Documents, the Subordinated Lien Documents and (b) for the Note Priority Collateral, (i) in respect of the First Lien Documents, each of the ABL Documents, the Second Lien Documents and the Subordinated Lien Documents, (ii) in respect of each of the ABL Documents and the Second Lien Documents, the Subordinated Lien Documents.

"***Junior Liens***" means (a) for the ABL Priority Collateral, (i) in respect of the ABL Liens, each of the First Lien Liens, the Second Lien Liens and the Subordinated Lien Liens, (ii) in respect of the First Lien Liens, each of the Second Lien Liens and the Subordinated Lien Liens, and (iii) in respect of the Second Lien Liens, the Subordinated Lien Liens and (b) for the Note Priority Collateral, (i) in respect of the First Lien Liens, each of the ABL Liens, the Second Lien Liens and the Subordinated Lien Liens, (ii) in respect of each of the ABL Liens and the Second Lien Liens, the Subordinated Lien Liens.

"***Junior Representative***" means (a) for the ABL Priority Collateral, (i) in respect of the ABL Collateral Agent, each of the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, (ii) in respect of the First Lien Collateral Trustee, the Subordinated Lien Collateral Trustee, and (iii) in respect of the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties), the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties) and (b) for the Note Priority Collateral, (i) in respect of the First Lien Collateral Trustee, each of the ABL Collateral Agent and the Subordinated Lien Collateral Trustee, (ii) in respect of each of the ABL Collateral Agent and the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties), the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties).

"***Junior Secured Obligations***" means (a) (i) in respect of the First Lien Obligations (to the extent such Obligations are secured by the Note Priority Collateral), each of the ABL Obligations, the Second Lien Obligations and the Subordinated Lien Obligations, and (ii) in respect of the First Lien Obligations (to the extent such Obligations are secured by the ABL Priority Collateral), each of the Second Lien Obligations and the Subordinated Lien Obligations, (b) (i) in respect of the ABL Obligations (to the extent such Obligations are secured by the Note Priority Collateral), the Subordinated Lien Obligations, and (ii) in respect of the ABL Obligations (to the extent such Obligations are secured by the ABL Priority Collateral), each of the First Lien Obligations, the Second Lien Obligations and the Subordinated Lien Obligations, and (c) in respect of the Second Lien Obligations (to the extent such Obligations are secured by the Note Priority Collateral or the ABL Priority Collateral), the Subordinated Lien Obligations.

"***Junior Secured Obligations Collateral***" means the Collateral in respect of which a Junior Representative (on behalf of itself and the applicable Junior Secured Obligations Secured Parties) holds a Junior Lien.

"***Junior Secured Obligations Secured Parties***" means (a) for the ABL Priority Collateral, (i) in respect of the ABL Secured Parties, each of the First Lien Secured Parties, the Second Lien Secured Parties and the Subordinated Lien Secured Parties, (ii) in respect of the First Lien Secured Parties, each of the Second Lien Secured Parties and the Subordinated Lien Secured Parties, and (iii) in respect of the Second Lien Secured Parties, the Subordinated Lien Secured Parties, and (b) for the Note Priority Collateral, (i) in respect of the First Lien Secured Parties, each of the ABL Secured Parties, the Second Lien Secured Parties and the Subordinated Lien Secured Parties, (ii) in respect of each of the ABL Secured Parties and the Second Lien Secured Parties, the Subordinated Lien Secured Parties.

"***Junior Secured Obligations Security Documents***" means (a) for the ABL Priority Collateral, (i) in respect of the ABL Security Documents, each of the First Lien Security Documents, the Second Lien Security Documents and the Subordinated Lien Security Documents, (ii) in respect of the First Lien Security Documents, each of the Second Lien Security Documents and the Subordinated Lien Security Documents, and (iii) in respect of the Second Lien Security Documents, the Subordinated Lien Security Documents, and (b) for the Note Priority Collateral, (i) in respect of the First Lien Security Documents, each of the ABL Security Documents, the Second Lien Security Documents and the Subordinated Lien Security Documents, (ii) in respect of each of the ABL Security Documents and the Second Lien Security Documents, the Subordinated Lien Security Documents.

"***Lien***" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including (1) any conditional sale or other title retention agreement, (2) any lease in the nature thereof, (3) any option or other agreement to sell or give a security interest and (4) any filing, authorized by or on behalf of the relevant grantor, of any financing statement under the UCC (or equivalent statutes) of any jurisdiction.

"***Lien Priority Confirmation***" means: (1) as to any additional ABL Debt, the written agreement of the holders of such additional ABL Debt, or their applicable representative, for the enforceable benefit of the ABL Collateral Agent, the First Lien Collateral Trustee, the Subordinated Lien Collateral Trustee, all existing and future Secured Parties and each existing and future representative with respect thereto: (a) that such representative and all other holders of obligations in respect of such ABL Debt are bound by the provisions of this Agreement; (b) consenting to and directing the ABL Collateral Agent to act as agent for such additional ABL Debt or such representative, as applicable, and perform its obligations under this Agreement and the ABL Security Documents; and (c) that the holders of such obligations in respect of such additional ABL Debt are bound by this Agreement; (2) as to any additional First Lien Debt, the written agreement of the holders of such additional First Lien Debt, or their applicable representative, for the enforceable benefit of the ABL Collateral Agent, the First Lien Collateral Trustee, the Subordinated Lien Collateral Trustee, all existing and future Secured Parties and each existing and future representative with respect thereto: (a) that such representative and all other holders of obligations in respect of such First Lien Debt are bound by the provisions of the Collateral Trust and Intercreditor Agreement, the First and Subordinated Lien Intercreditor Agreement and this Agreement; (b) consenting to and directing the First Lien Collateral Trustee to act as agent for such additional First Lien Debt or such representative, as applicable, and perform its obligations under the Collateral Trust and Intercreditor Agreement, the First and Subordinated Lien Intercreditor Agreement, the First Lien Security Documents and this Agreement; and (c) that the holders of such obligations in respect of such additional First Lien Debt are bound by the Collateral Trust and Intercreditor Agreement, the First and Subordinated Lien Intercreditor Agreement and this Agreement; and (3) as to any additional Second Lien Debt and Subordinated Lien Debt, the written agreement of the holders of such debt, or their applicable representative, for the enforceable benefit of the ABL Collateral Agent, the First Lien Collateral Trustee, the Subordinated Lien Collateral Trustee, all existing and future Secured Parties and each existing and future representative with respect thereto: (a) that such representative and all the other holders of obligations in respect of such additional Second Lien Debt or Subordinated Lien Debt, as applicable, are bound by the provisions of the First and Subordinated Lien Intercreditor Agreement, the Collateral Trust Agreement and this Agreement; (b) consenting to and directing the Subordinated Lien Collateral Trustee to act as agent for such additional Second Lien Debt or Subordinated Lien Debt, as applicable, or such representative, as applicable, and perform its obligations under the First and Subordinated Lien Intercreditor Agreement, the Collateral Trust Agreement, this Agreement, and the Second Lien Security Documents or Subordinated Lien Security Documents, as applicable; and (c) that the holders of such obligations in respect of such additional Second Lien Debt or Subordinated Lien Debt, as applicable, are bound by the First and Subordinated Lien Intercreditor Agreement, the Collateral Trust Agreement and this Agreement.

"***Note Priority Collateral***" means all of the tangible and intangible properties and assets at any time owned or acquired by the Issuers or any Guarantor, including all substitutions, replacements, accessions, products and proceeds of any or all of the foregoing, except Excluded Assets and ABL Priority Collateral.

"***Obligations***" means the ABL Obligations, the First Lien Obligations, the Second Lien Obligations and the Subordinated Lien Obligations, if any.

"***Other Hedge Agreements***" means an Interest Rate Agreement, a Currency Agreement or Commodity Agreement entered into with a Lender Counterparty (as each such term is defined in the Collateral Trust and Intercreditor Agreement) in the ordinary course of the Issuers' or the Guarantors' business, and otherwise permitted pursuant to the First Lien Documents (other than the ABL Hedge Agreements).

"***Other Hedging Obligations***" means all indebtedness, liabilities and obligations owed to any First Lien Secured Party under any Other Hedge Agreement.

"***Paid In Full***" and "***Payment In Full***" in respect of any Obligations means: (a) payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of any Insolvency or Liquidation Proceeding at the rate provided in the respective documentation, whether or not such interest would be allowed in such Insolvency or Liquidation Proceeding), on all Indebtedness and other obligations and liabilities outstanding under the ABL Documents, the First Lien Documents, the Second Lien Documents or the Subordinated Lien Documents, as applicable; (b) in respect of the First Lien Obligations only, payment in full in cash of all Other Hedging Obligations constituting First Lien Obligations or the cash collateralization of all such Other Hedging Obligations on terms satisfactory to each applicable counterparty; (c) payment in full in cash of all other ABL Obligations, First Lien Obligations, Second Lien Obligations or Subordinated Lien Obligations, as applicable, that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (other than any indemnification obligations for which no claim or demand for payment, whether oral or written, has been made at such time); (d) termination or expiration of all commitments, if any, to extend credit that would constitute ABL Obligations, First Lien Obligations, Second Lien Obligations or Subordinated Lien Obligations, as applicable; and (e) termination or cash collateralization (in an amount and manner reasonably satisfactory to the applicable Agent, but in no event greater than 105% of the aggregate undrawn face amount) of all letters of credit issued under the ABL Documents, the First Lien Documents, the Second Lien Documents or the Subordinated Lien Documents, as applicable.

"***Person***" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"***Post-Petition Interest***" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any Insolvency or Liquidation Proceeding at the rate provided for in the respective documentation, whether or not allowed or allowable in any such Insolvency or Liquidation Proceeding.

"***Representative***" means (a) in the case of any ABL Obligations, the ABL Collateral Agent, (b) in the case of any First Lien Obligations, the First Lien Collateral Trustee, (c) in the case of any Second Lien Obligations, the Subordinated Lien Collateral Trustee, and (d) in the case of any Subordinated Lien Obligations, the Subordinated Lien Collateral Trustee.

"***Second Lien Debt***" means Indebtedness under the Second Lien Indenture and the Second Lien Notes and, to the extent issued or outstanding, any other Indebtedness of the Issuers

or Guarantors designated as such by the Issuer in writing to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee; *provided* that: (a) on or before the date on which such Indebtedness is incurred, an officer's certificate of the Issuer is delivered to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, designating such Indebtedness as "Second Lien Debt" for the purposes of this Agreement, the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, if any; (b) such Indebtedness is evidenced or governed by an indenture, credit agreement, loan agreement, note agreement, promissory note or other agreement or instrument that includes a Lien Priority Confirmation; (c) such Indebtedness is designated as "Second Lien Debt" in accordance with the requirements of the First and Subordinated Lien Intercreditor Agreement and the Collateral Trust Agreement; and (d) at the time of the incurrence thereof, the applicable Second Lien Debt may be incurred (and secured as contemplated in the First and Subordinated Lien Intercreditor Agreement and the Collateral Trust Agreement) without violating the terms of any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document or causing any default thereunder.

"***Second Lien Documents***" means, collectively, the Second Lien Indenture, the Second Lien Security Documents, and each of the other agreements, documents and instruments providing for or evidencing any other Second Lien Obligation, and any other document or instrument executed or delivered at any time in connection therewith, to the extent such are effective at the relevant time, as each may be amended, restated, supplemented, modified, renewed, extended or refinanced from time to time.

"***Second Lien Indenture***" has the meaning set forth in the preamble.

"***Second Lien Liens***" means Liens on the Collateral created under the Second Lien Security Documents to secure the Second Lien Obligations.

"***Second Lien Obligations***" means, subject to the terms and conditions in the Collateral Trust and Intercreditor Agreement, all obligations arising with respect to any Second Lien Debt (including, without limitation, principal, premium, interest (including Post-Petition Interest at the rate provided in the relevant Second Lien Document, whether or not a claim for Post-Petition Interest is allowed in an applicable Insolvency or Liquidation Proceeding), reimbursements under letters of credit, fees, indemnifications, expenses and other obligations and guarantees of the foregoing).

"***Second Lien Secured Parties***" means the Secured Parties (as defined in the Second Lien Security Documents).

"***Second Lien Security Documents***" means the Second Lien Pledge and Security Agreement, dated as of April 6, 2010, among the Grantors and the Subordinated Lien Collateral Trustee, and any other documents, agreements or instruments now existing or entered into after the date hereof that create (or purport to create) Liens on any assets or properties of any Grantor to secure any Second Lien Obligations.

"***Secured Parties***" means the ABL Secured Parties, the First Lien Secured Parties, the Second Lien Secured Parties and the Subordinated Lien Secured Parties.

"***Security Documents***" means the ABL Security Documents, the First Lien Security Documents, the Second Lien Security Documents and the Subordinated Lien Security Documents.

"***Senior Documents***" means (a) for the ABL Priority Collateral, (i) in respect of the First Lien Documents, the ABL Documents, (ii) in respect of the Second Lien Documents, each of the First Lien Documents and the ABL Documents, and (iii) in respect of the Subordinated Lien Documents, each of the Second Lien Documents, the First Lien Documents and the ABL Documents, and (b) for the Note Priority Collateral, (i) in respect of each of the ABL Documents and the Second Lien Documents, the First Lien Documents, (ii) in respect of the Subordinated Lien Documents, each of the Second Lien Documents, the ABL Documents and the First Lien Documents.

"***Senior Liens***" means (a) for the ABL Priority Collateral, (i) in respect of the First Lien Liens, the ABL Liens, (ii) in respect of the Second Lien Liens, each of the First Lien Liens and the ABL Liens, and (iii) in respect of the Subordinated Lien Liens, each of the Second Lien Liens, the First Lien Liens and the ABL Liens, and (b) for the Note Priority Collateral, (i) in respect of each of the ABL Liens and the Second Lien Liens, the First Lien Liens, (ii) in respect of the Subordinated Lien Liens, each of the Second Lien Liens, the ABL Liens and the First Lien Liens.

"***Senior Representative***" means (a) for the ABL Priority Collateral, (i) in respect of the First Lien Collateral Trustee, the ABL Collateral Agent, (ii) in respect of the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties), each of the First Lien Collateral Trustee and the ABL Collateral Agent, and (iii) in respect of the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties), each of the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties), the First Lien Collateral Trustee and the ABL Collateral Agent, and (b) for the Note Priority Collateral, (i) in respect of each of the ABL Collateral Agent and the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties), the First Lien Collateral Trustee, (ii) in respect of the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties), each of the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties), the ABL Collateral Agent and the First Lien Collateral Trustee.

"***Senior Secured Obligations***" means (a) for the ABL Priority Collateral, (i) in respect of the First Lien Obligations, the ABL Obligations, (ii) in respect of the Second Lien Obligations, each of the First Lien Obligations and the ABL Obligations, and (iii) in respect of the Subordinated Lien Obligations, each of the Second Lien Obligations, the First Lien Obligations and the ABL Obligations, and (b) for the Note Priority Collateral, (i) in respect of each of the ABL Obligations and the Second Lien Obligations, the First Lien Obligations, (ii) in respect of the Subordinated Lien Obligations, each of the Second Lien Obligations, the ABL Obligations and the First Lien Obligations.

"***Senior Secured Obligations Collateral***" means the Collateral in respect of which the Senior Representative (on behalf of itself and the applicable Senior Secured Obligations Secured Parties) holds a Senior Lien.

"***Senior Secured Obligations Secured Parties***" means (a) for the ABL Priority Collateral, (i) in respect of the First Lien Secured Parties, the ABL Secured Parties, (ii) in respect of the Second Lien Secured Parties, each of the First Lien Secured Parties and the ABL Secured Parties, and (iii) in respect of the Subordinated Lien Secured Parties, each of the Second Lien Secured Parties, the First Lien Secured Parties and the ABL Secured Parties, and (b) for the Note Priority Collateral, (i) in respect of each of the ABL Secured Parties and the Second Lien Secured Parties, the First Lien Secured Parties, (ii) in respect of the Subordinated Lien Secured Parties, each of the Second Lien Secured Parties, the ABL Secured Parties and the First Lien Secured Parties.

"***Senior Secured Obligations Security Documents***" means (a) for the ABL Priority Collateral, (i) in respect of the First Lien Security Documents, the ABL Security Documents, (ii) in respect of the Second Lien Security Documents, each of the First Lien Security Documents and the ABL Security Documents, and (iii) in respect of the Subordinated Lien Security Documents, each of the Second Lien Security Documents, the First Lien Security Documents and the ABL Security Documents, and (b) for the Note Priority Collateral, (i) in respect of each of the ABL Security Documents and the Second Lien Security Documents, the First Lien Security Documents, (ii) in respect of the Subordinated Lien Security Documents, each of the Second Lien Security Documents, the ABL Security Documents and the First Lien Security Documents.

"***Subordinated Lien Debt***" means, to the extent issued or outstanding, any Indebtedness of the Issuers or Guarantors designated as such by the Issuer in writing to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee; *provided* that: (a) on or before the date on

which such Indebtedness is incurred, an officer's certificate of the Issuer is delivered to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, designating such Indebtedness as "Subordinated Lien Debt" for the purposes of this Agreement, the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, if any; (b) such Indebtedness is evidenced or governed by an indenture, credit agreement, loan agreement, note agreement, promissory note or other agreement or instrument that includes a Lien Priority Confirmation; (c) such Indebtedness is designated as "Subordinated Lien Debt" in accordance with the requirements of the First and Subordinated Lien Intercreditor Agreement and the Collateral Trust Agreement; and (d) at the time of the incurrence thereof, the applicable Subordinated Lien Debt may be incurred (and secured as contemplated in the First and Subordinated Lien Intercreditor Agreement and the Collateral Trust Agreement) without violating the terms of any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document or causing any default thereunder.

"***Subordinated Lien Documents***" means, collectively, the Subordinated Lien Debt Documents, the Subordinated Lien Security Documents and each of the agreements, documents and instruments providing for or evidencing any other Subordinated Lien Obligation, and any other document or instrument executed or delivered at any time in connection therewith, to the extent such are effective at the relevant time, as each may be amended, restated, supplemented, modified, renewed, extended or refinanced from time to time.

"***Subordinated Lien Liens***" means Liens on the Collateral created under the Subordinated Lien Security Documents to secure the Subordinated Lien Obligations.

"***Subordinated Lien Obligations***" means, subject to the terms and conditions in the Collateral Trust and Intercreditor Agreement, all obligations arising with respect to any Subordinated Lien Debt (including, without limitation, principal, premium, interest (including Post-Petition Interest at the rate provided in the relevant Subordinated Lien Document, whether or not a claim for Post-Petition Interest is allowed in an applicable Insolvency or Liquidation Proceeding), reimbursements under letters of credit, fees, indemnifications, expenses and other obligations and guarantees of the foregoing).

"***Subordinated Lien Secured Parties***" means the Secured Parties (as defined in the Subordinated Lien Security Documents).

"***Subordinated Lien Security Documents***" means, collectively, any documents, agreements or instruments now existing or entered into after the date hereof that create (or purport to create) Liens on any assets or properties of any Grantor to secure any Subordinated Lien Obligations.

"***subsidiary***" means, with respect to any specified Person: (a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of that Person (or a combination thereof), and (b) any partnership (i) the sole general partner or the managing general partner of which is such Person or a subsidiary of such Person or (ii) the only general partners of which are such Person or one or more subsidiaries of such Person (or any combination thereof); provided, that notwithstanding the foregoing, CVR Partners, LP and Coffeyville Nitrogen Fertilizers, LLC shall be deemed Subsidiaries of the Issuer for so long as their financial results are consolidated with the Issuer's financial

results but shall cease to be considered Subsidiaries of the Issuer upon the occurrence of the Fertilizer Business Event (as defined in the First Lien Indenture).

"***UCC***" means the Uniform Commercial Code as from time to time in effect in the State of New York (or equivalent statutes in other states).

ARTICLE II

Subordination of Junior Liens; Certain Agreements

SECTION 2.01. Subordination of Junior Liens. (a) Notwithstanding the date, manner or order of creation, attachment, or perfection of the security interests and Liens granted to the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee, and notwithstanding any provisions of the UCC, or any applicable law or decision or this Agreement, the ABL Documents, the First Lien Documents, the Second Lien Documents, the Subordinated Lien Documents or any other agreement or instrument to the contrary, or whether and irrespective of whether any Senior Secured Obligations Secured Party holds possession of all or any part of the Collateral or of the time or any failure, defect or deficiency or alleged failure, defect or deficiency in any of the foregoing or of any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the Senior Liens, all Junior Liens in respect of any Collateral are expressly subordinated and made junior in right, priority, operation and effect to any and all Senior Liens in respect of such Collateral. Notwithstanding anything to the contrary in this Agreement, the following shall be the relative priority of the security interests and Liens of the ABL Collateral Agent, the First Lien Collateral Trustee, the Subordinated Collateral Trustee (on behalf of the Second Lien Secured Parties) and the Subordinated Collateral Trustee (on behalf of the Subordinated Lien Secured Parties) in the Collateral:

(A) The ABL Collateral Agent (on behalf of the ABL Secured Parties) shall have a first priority Lien on the ABL Priority Collateral; the First Lien Collateral Trustee (on behalf of the First Lien Secured Parties) shall have a second priority Lien on the ABL Priority Collateral; the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties) shall have a third priority Lien on the ABL Priority Collateral; and the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties) shall have a fourth priority Lien on the ABL Priority Collateral; and

(B) The First Lien Collateral Trustee (on behalf of the First Lien Secured Parties) shall have a first priority Lien on the Note Priority Collateral; each of the ABL Collateral Agent (on behalf of the ABL Secured Parties) and the Subordinated Lien Collateral Trustee (on behalf of the Second Lien Secured Parties) shall have a second priority Lien on the Note Priority Collateral; and the Subordinated Lien Collateral Trustee (on behalf of the Subordinated Lien Secured Parties) shall have a third priority Lien on the Note Priority Collateral.

(b) It is acknowledged that (i) the aggregate amount of the Senior Secured Obligations may, subject to the limitations set forth in the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, be increased from time to time, (ii) all or a portion of the ABL Obligations consists or may consist of Indebtedness that is revolving in nature, and the amount thereof that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, and (iii) the Senior Secured Obligations may, subject to the limitations set forth in the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, refinanced or otherwise amended or modified from time to time, all without affecting the subordination of the Junior Liens hereunder or the provisions of this Agreement defining the relative rights of the ABL Secured Parties, the First Lien Secured Parties, the Second Lien Secured Parties and the Subordinated Lien Secured Parties. The lien priorities provided for herein shall not be altered or otherwise affected by any amendment, modification, supplement, extension, increase, replacement, renewal, restatement or refinancing of either the Junior Secured Obligations (or any part thereof) or the Senior Secured Obligations (or any part thereof), by the release of any Collateral or of any guarantees for any Senior Secured Obligations or by any action that any Representative or Secured Party may take or fail to take in respect of any Collateral.

(c) The subordination of all Junior Liens to all Senior Liens as set forth in this Agreement is with respect to only the priority of the Liens held by or on behalf of the Senior Secured Obligations Secured Parties and shall not constitute a subordination of the Obligations owing to any Secured Party to the Obligations owing to any other Secured Party.

(d) The parties hereto agree that it is their intention that the Collateral held by each Agent is identical in all material respects to the Collateral held by each other Agent. In furtherance of the foregoing and subject to the other provisions of this Agreement:

(1) upon request by any Agent, such parties shall cooperate in good faith (and direct their counsel to cooperate in good faith) from time to time in order to determine the specific items included in the Collateral held by each Agent, the steps taken to perfect the Liens thereon and the identity of the Grantors; and

(2) that the ABL Security Documents, the First Lien Security Documents, the Second Lien Security Documents and the Subordinated Lien Security Documents shall be in all material respects the same forms of documents; and the guarantees issued with respect to the ABL Obligations, the First Lien Obligations, the Second Lien Obligations and the Subordinated Lien Obligations shall contain the same material provisions with respect to waivers of the guarantors' rights, the discharge thereof, reinstatement thereof and the release of guarantors thereunder.

SECTION 2.02. New Liens. Until the Senior Secured Obligations shall have been Paid in Full, (i) each Agent agrees, on behalf of the applicable Secured Parties, that no Agent, on behalf of the applicable Secured Parties, nor any other Secured Party, shall acquire or hold any Lien on any assets of any Grantor which with respect to which such Agent has actual knowledge that such assets are not also subject to a Lien in favor of each other Agent on behalf of the applicable Secured Parties and (ii) each Grantor agrees not to grant any Lien on any of its assets in favor of any Agent, on behalf of the applicable Secured Parties, unless it has granted a Lien on such assets in favor of each other Agent, on behalf of the applicable Secured Parties (in either case, except to the extent that the assets subject to such Liens are not required to be pledged as Collateral for the respective Obligations to the extent provided in the ABL Documents, the First Lien Documents, the Second Lien Documents or the Subordinated Lien Documents, as the case may be). If any Agent shall (nonetheless and in breach hereof) acquire any Lien on any assets of any Grantor to secure any Obligations, which assets are not also subject to a Lien in favor of each other Agent to secure the applicable Obligations, then the Agent acquiring such Lien shall, without the need for any further consent of any other Person and notwithstanding anything to the contrary in any Security Documents, either (x) release such Lien or (y) (1) also hold and be deemed to have held such Lien for the benefit of each other Agent and Secured Parties subject to the priorities set forth herein, with any amounts received in respect thereof subject to distribution and turnover hereunder and (2) in the case of the Junior Representative acquiring a Lien, assign such Lien to the Senior Representative to secure the Senior Secured Obligations (in which case the Junior Representative may retain a Junior Lien on such assets subject to the terms hereof).

SECTION 2.03. No Action With Respect to Junior Secured Obligations Collateral Subject to Senior Liens. (a) Except to the extent expressly permitted by Section 2.07, no Junior Representative or other Junior Secured Obligations Secured Party shall commence or instruct any Junior Representative to commence any Enforcement Action available to it in respect of any Junior Secured Obligations Collateral under any Junior Secured Obligations Security Document, applicable law or otherwise, at any time when such Junior Secured Obligations Collateral shall be subject to any Senior Lien and any Sepnior Secured Obligations secured by such Senior Lien shall remain outstanding or any commitment to extend credit that would constitute Senior Secured

Obligations secured by such Senior Lien shall remain in effect, it being agreed that only the Senior Representative, acting in accordance with the applicable Senior Secured Obligations Security Documents, shall be entitled to take any Enforcement Actions. The Senior Representative shall provide written notice to each Junior Representative in the event that the Senior Representative takes any Enforcement Action; provided, however, that failure to give such notice shall not affect the lien subordination or other rights of the Senior Representative under this Agreement.

(b) Notwithstanding anything contained herein to the contrary, each of the Agents retains the right to:

(A) file a claim or statement of interest with respect to the ABL Obligations, the First Lien Obligations, the Second Lien Obligations or the Subordinated Lien Obligations, as applicable, in any case or proceeding commenced by or against any Grantor under the Bankruptcy Code or any similar bankruptcy law for the relief or protection of debtors, any other proceeding of a similar nature for the reorganization, protection, restructuring, compromise or arrangement of any of the assets and/or liabilities of any Grantor or any similar case or proceeding, as applicable,

(B) take any action (not adverse to the priority status of any of the Liens of any Senior Representative, or the rights of any Senior Representative or any Senior Secured Obligations Secured Party, to exercise any Enforcement Action in respect thereof) in order to create, perfect, preserve or protect its Liens on any of the Collateral,

(C) file any necessary or appropriate responsive or defensive pleadings in opposition to any motion, claim, or other pleading objecting to or otherwise seeking the disallowance of the claims of such Agent or any of the Secured Parties for whom it acts as Agent, in either case, not inconsistent with the terms of this Agreement,

(D) to the extent such holders acknowledge that such holders hold an unsecured claim, file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of any Grantors arising under any case or proceeding referred to in clause (A) above, except to the extent inconsistent with the terms of this Agreement, and

(E) vote in favor of or against any plan of reorganization, compromise or arrangement, or file any proof of claim, make other filings and/or make any arguments and motions with respect to the ABL Obligations, the First Lien Obligations, the Second Lien Obligations or the Subordinated Lien Obligations, as applicable, that in each case, are not inconsistent with the terms of this Agreement.

(c) Upon the Payment in Full of the First Lien Obligations, the Subordinated Lien Collateral Trustee (acting on behalf of the ABL Secured Parties, the Second Lien Secured Parties and the Subordinated Lien Secured Parties), acting on a Joint Instruction, may commence any judicial or non-judicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take

any action to enforce its interest in or realize upon, or take any other action available to it in respect of, the Note Priority Collateral under any applicable Security Document, applicable law or otherwise.

SECTION 2.04. No Duties of Senior Representative. (a) Each Junior Secured Obligations Secured Party acknowledges and agrees that neither the Senior Representative nor any other Senior Secured Obligations Secured Party shall have any duties or other obligations to such Junior Secured Obligations Secured Party with respect to any Senior Secured Obligations Collateral, other than to transfer to the Junior Representative (i) any proceeds of any such Collateral that constitutes Junior Secured Obligations Collateral remaining in its possession following any Disposition of such Collateral and the Payment in Full of the Senior Secured Obligations secured thereby (in each case, unless the Junior Liens on all such Junior Secured Obligations Collateral are terminated and released prior to or concurrently with such Disposition and Payment In Full) or (ii) if the Senior Representative shall be in possession of all or any part of such Collateral after such Payment in Full, such Collateral or any part thereof remaining, in each case without representation or warranty on the part of the Senior Representative or any Senior Secured Obligations Secured Party.

(b) Prior to Payment In Full. In furtherance of the foregoing, each Junior Secured Obligations Secured Party acknowledges and agrees that until the Senior Secured Obligations secured by any Collateral in respect of which such Junior Secured Obligations Secured Party holds a Junior Lien shall have been Paid In Full, the Senior Representative shall be entitled, for the benefit of the holders of such Senior Secured Obligations, to Dispose of or deal with such Collateral as provided herein and in the Senior Secured Obligations Security Documents without regard to any Junior Lien or any rights to which the holders of the Junior Secured Obligations would otherwise be entitled as a result of such Junior Lien. Such permitted actions shall include the rights of an agent appointed by the Senior Representative and Senior Secured Obligations Secured Parties to Dispose of such Senior Secured Obligations Collateral upon foreclosure, to incur expenses in connection with such Disposition, and to exercise all the rights and remedies of a secured creditor under the UCC of any applicable jurisdiction and of a secured creditor under the Bankruptcy Code or the laws of any applicable jurisdiction. Without limiting the foregoing, each Junior Secured Obligations Secured Party agrees that neither the Senior Representative nor any other Senior Secured Obligations Secured Party shall have any duty or obligation first to marshal or realize upon any type of Senior Secured Obligations Collateral (or any other collateral securing the Senior Secured Obligations), or to Dispose of or otherwise liquidate all or any portion of such Collateral (or any other Collateral securing the Senior Secured Obligations), in any manner that would maximize the return to the Junior Secured Obligations Secured Parties, notwithstanding that the order and timing of any such Disposition or liquidation may affect the amount of proceeds actually received by the Junior Secured Obligations Secured Parties from such Disposition or liquidation.

(c) Waiver. Each of the Junior Secured Obligations Secured Parties waives any claim such Junior Secured Obligations Secured Party may now or hereafter have against the Senior Representative or any other Senior Secured Obligations Secured Party (or their representatives) arising out of (i) any actions which the Senior Representative or the Senior Secured Obligations Secured Parties take or omit to take (including actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the Senior Secured Obligations from any account debtor, guarantor or any other party) in accordance with the Senior Secured Obligations Security Documents or any other agreement related thereto or to the collection of the Senior Secured Obligations or the valuation, use, protection or release of any security for the Senior Secured Obligations, (ii) any election by the Senior Representative or any Senior Secured Obligations Secured Parties, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code or (iii) subject to Section 2.07, any borrowing of, or grant of a security interest or administrative expense priority under Section 363 or Section 364 of the Bankruptcy Code to, the Issuers, the Guarantors or any of their subsidiaries, as debtor-in-possession.

SECTION 2.05. Application of Proceeds; No Interference; Payment Over; Reinstatement. (a) So long as the Senior Secured Obligations have not been Paid in Full, any Senior Secured Obligations Collateral or proceeds thereof received by the Senior Representative in connection with any Disposition of, or collection on, such Senior Secured Obligations Collateral upon the taking of any Enforcement Action (including any right of setoff and including as a result of any distribution of or in respect of any Senior Secured Obligations Collateral (whether or not expressly characterized as such) or in any Insolvency or Liquidation Proceeding) shall be applied by the Senior Representative to the Senior Secured Obligations in accordance with the Senior Documents. Upon the Payment in Full of the Senior Secured Obligations, the Senior Representative shall deliver to the Junior Representative any remaining Senior Secured Obligations Collateral and any proceeds thereof then held by it in the same form as received, together with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct, to be applied by the Junior Representative to the Junior Secured Obligations in accordance with the Junior Documents.

(b) In the event that ABL Priority Collateral and Note Priority Collateral are Disposed of in a single transaction or series of related transactions in which the aggregate sales price is not allocated between the ABL Priority Collateral, on the one hand, and the Note Priority Collateral, on the other hand, being sold, including in connection with or as a result of the sale by any Grantor of the Capital Stock of any Grantor or a subsidiary thereof that owns assets constituting ABL Priority Collateral or Note Priority Collateral, then, solely for purposes of this Agreement, the portion of the aggregate sales price deemed to be proceeds of the ABL Priority Collateral, on the one hand, and the Note Priority Collateral, on the other hand, shall be allocated to the ABL Priority Collateral or the Note Priority Collateral in accordance with their respective fair market value.

(c) Until the Junior Representative has received written notice from the Senior Representative that the Senior Secured Obligations have been Paid In Full, each Junior Secured Obligations Secured Party agrees that (i) it will not take, cause to be taken, or support any other Person in taking, any action the purpose or effect of which is, or could be, to make any Junior Lien pari passu with, or to give such Junior Secured Obligations Secured Party any preference or priority relative to, any Senior Lien with respect to the Collateral subject to such Senior Lien and Junior Lien or any part thereof, (ii) it will not contest, challenge or question, or support any other Person in contesting, challenging or questioning, in any proceeding the validity or enforceability of any Senior Secured Obligations or Senior Secured Obligations Security Document, the validity, attachment, perfection or priority of any Senior Lien, or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement, (iii) it will not take or cause to be taken, or support any other Person in taking, any action the purpose or intent of which is, or could be, to interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other Disposition of the Collateral subject to any Junior Lien by any Senior Secured Obligations Secured Parties secured by Senior Liens on such Collateral or any Senior Representative acting on their behalf, (iv) it will have no right to (A) direct any Senior Representative or any holder of Senior Secured Obligations to exercise any right, remedy or power with respect to the Collateral subject to any Junior Lien or (B) consent to the exercise by any Senior Representative or any other Senior Secured Obligations Secured Party of any right, remedy or power with respect to the Collateral subject to any Junior Lien, (v) it will not institute, or support any other Person in instituting, any suit or assert in any suit, bankruptcy, insolvency or other proceeding any claim against any Senior Representative or other Senior Secured Obligations Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to, and neither any Senior Representative nor any other Senior Secured Obligations Secured Party will be liable for, any action taken or omitted to be taken by such Senior Representative or other Senior Secured Obligations Secured Party with respect to any Collateral securing such Senior Secured Obligations that is subject to any Junior Lien, (vi) it will not seek, and will waive any right, to have any Senior Secured Obligations Collateral subject to any Junior Lien or any part thereof marshaled upon any

foreclosure or other Disposition of such Collateral and (vii) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement.

(d) The Junior Representative and each other Junior Secured Obligations Secured Party hereby agrees that if it obtains possession of any Senior Secured Obligations Collateral or realizes any proceeds or payment in respect of any such Collateral, pursuant to any Junior Secured Obligations Security Document or by the exercise of any rights available to it under applicable law or in any Insolvency or Liquidation Proceeding or through any other exercise of remedies, at any time when any Senior Secured Obligations secured or intended to be secured by such Collateral shall remain outstanding or any commitment to extend credit that would constitute Senior Secured Obligations secured or intended to be secured by such Senior Lien remains in effect, then it will segregate and hold such Collateral, proceeds or payment in trust for the Senior Representative and the Senior Secured Obligations Secured Parties and promptly transfer such Collateral, proceeds or payment, as the case may be, to the Senior Representative.

(e) Each Junior Secured Obligations Secured Party agrees that if, at any time, all or part of any payment with respect to any Senior Secured Obligations previously made shall be rescinded or required to be returned or repaid for any reason whatsoever (including an order or judgment for disgorgement of a preference under the Bankruptcy Code, or any similar law, or the settlement of any claim in respect thereof), such Junior Secured Obligations Secured Party shall promptly pay over to the Senior Representative any payment received by it and then in its possession or under its control in respect of any Collateral subject to any Senior Lien securing such Senior Secured Obligations and shall promptly turn any Collateral subject to any such Senior Lien then held by it over to the Senior Representative, and the provisions set forth in this Agreement shall be reinstated in full force and effect as if such payment had not been made, until the payment and satisfaction in full of the Senior Secured Obligations.

SECTION 2.06. Automatic Release of Junior Liens. (a) The Junior Representative and each other Junior Secured Obligations Secured Party agree to the following with respect to releases of Liens: (1) in the event of any Disposition permitted under the Senior Documents and not expressly prohibited under the terms of the Junior Documents of any Senior Secured Obligations Collateral subject to any Junior Lien (other than in connection with (x) the exercise of remedies by the Senior Representative in respect of such Senior Secured Obligations Collateral, (y) the Payment in Full of the Senior Secured Obligations, or (z) after the occurrence and during the continuance of any Event of Default under any Senior Document or Junior Document), such Junior Lien on such Collateral shall automatically, unconditionally and simultaneously be released if the applicable Senior Liens on such Collateral are released; and (2) notwithstanding the foregoing or anything else to the contrary in this Agreement, in the event of any Disposition that occurs in connection with the foreclosure of, or other exercise of remedies with respect to, Senior Secured Obligations Collateral subject to any Junior Lien, such Junior Lien on such Collateral shall automatically, unconditionally and simultaneously be released if the applicable Senior Liens on such Collateral are released (except with respect to any proceeds of such Disposition that remain after Payment in Full of the Senior Secured Obligations).

(b) The Junior Representative agrees to execute and deliver (at the sole cost and expense of the Grantors) all such releases and other instruments as shall reasonably be requested by the Senior Representative to evidence and confirm any release of Junior Secured Obligations Collateral provided for in this Section.

SECTION 2.07. Certain Agreements With Respect to Bankruptcy or Insolvency or Liquidation Proceedings. This Agreement shall continue in full force and effect notwithstanding the commencement of any proceeding under the Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law by or against any Grantor. All references in this Agreement to any Grantor shall include such Grantor as a debtor-in-possession and any receiver or trustee for such Grantor in any Insolvency or Liquidation Proceeding.

(a) If any Grantor becomes subject to a case under the Bankruptcy Code and, as debtor(s)-in-possession, moves for approval of financing ("DIP Financing") to be

provided by one or more lenders (the "DIP Lenders") under Section 364 of the Bankruptcy Code or the use of cash collateral under Section 363 of the Bankruptcy Code, each Junior Secured Obligations Secured Party agrees that it will raise no objection to any such financing or to the Liens on the Senior Secured Obligations Collateral securing the same ("DIP Financing Liens") or to any use of cash collateral that constitutes Senior Secured Obligations Collateral, unless the Senior Secured Obligations Secured Parties, or a representative authorized by the Senior Secured Obligations Secured Parties, oppose or object to such DIP Financing or such DIP Financing Liens or use of cash collateral (and, to the extent that such DIP Financing Liens are senior to, or rank pari passu with, the Senior Liens, the Junior Representative will, on behalf of the Junior Secured Obligations Secured Parties, subordinate the Junior Liens on the Senior Secured Obligations Collateral to the Senior Liens and the DIP Financing Liens), so long as the Junior Secured Obligations Secured Parties retain Liens on all the Junior Secured Obligations Collateral to the extent permitted by applicable law, including proceeds thereof arising after the commencement of such proceeding, with the same priority as existed prior to the commencement of the case under the Bankruptcy Code. For the avoidance of doubt, any DIP Financing Liens on any ABL Priority Collateral shall not apply automatically to any Note Priority Collateral, and any DIP Financing Liens on any Note Priority Collateral shall not apply automatically to any ABL Priority Collateral.

(b) Each Junior Secured Obligations Secured Party agrees that it will not object to or oppose a Disposition of any Senior Secured Obligations Collateral (or any portion thereof) under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code if the Senior Secured Obligations Secured Parties shall have consented to such Disposition of such Senior Secured Obligations Collateral, so long as the Liens held by the Junior Representative on such Collateral attach to the proceeds thereof subject to the relative priorities set forth in this Agreement.

(c) Each Junior Representative, on behalf of itself and the Secured Parties for whom it acts as agent, may seek adequate protection of its interest in its respective Senior Secured Obligations Collateral in the form of replacement Liens on post-petition collateral of the same type as the Senior Secured Obligations Collateral so long as the Senior Secured Obligations Secured Parties have been granted such replacement Liens on such Senior Secured Obligations Collateral, and agrees that it shall not contest or support any other Person contesting any request for such Liens. Each Agent, on behalf of itself and the Secured Parties for whom it acts as agent, may seek adequate protection of its junior interest in the Senior Secured Obligations Collateral, subject to the provisions of this Agreement; provided, that if (A) the Senior Representative is granted adequate protection in the form of a replacement Lien on post-petition collateral of the same type as the Senior Secured Obligations Collateral, and (B) such adequate protection requested by the Junior Representative is in the form of a replacement Lien on such post-petition collateral of the same type as the Senior Secured Obligations Collateral, such Lien, if granted, will be subordinated to the adequate protection Liens granted in favor of the Senior Representative on such post-petition collateral, and, if applicable, the Liens securing any DIP Financing (and all obligations relating thereto) secured by such Senior Secured Obligations Collateral and provided by the Senior Representative or one or more Senior Secured Obligations Secured Parties on the same basis as the Liens of the Junior Representative on such Senior Secured Obligations Collateral are subordinated to the Liens of the Senior Representative on such Senior Secured Obligations Collateral under this Agreement. In the event that a Junior Representative, on behalf of itself and the Secured Parties for whom it acts as agent, seeks or requests (or is otherwise granted) adequate protection of its junior interest in the Collateral in the form of a replacement Lien on post-petition assets of the same type as such Collateral, then such Junior Representative, on behalf of itself and the Secured Parties for whom it acts as Agent, agrees that the Senior Representative for such type of Collateral shall also be granted a replacement Lien on such post-petition assets as adequate protection of its senior interest in such type of Collateral and that the Junior Representative's replacement Lien shall be subordinated to the replacement Lien of the Senior Representative. If any Agent or Secured Party receives as adequate protection a Lien on post-petition assets of the same type as its pre-petition Senior Secured Obligations Collateral, then such post-petition assets shall also constitute Senior Secured Obligations Collateral of such Person to the extent of any allowed claim secured by such adequate protection Lien and shall be subject to the terms of this Agreement.

(d) Each Agent, on behalf of itself and the Secured Parties for whom it acts as Agent, agrees that none of them shall (i) seek relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of any Collateral which does not constitute its Senior Secured Obligations Collateral, without the prior written consent of the Senior Representative, or (ii) oppose any request by the Senior Representative or any Senior Secured Obligations Secured Party to seek relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of their respective Senior Secured Obligations Collateral.

SECTION 2.08. [Reserved].

SECTION 2.09. Entry Upon Premises.

(a) Rights to Enter Upon Premises. If (i) the Senior Representative in respect of the ABL Priority Collateral takes any Enforcement Action with respect to the ABL Priority Collateral, (ii) the Senior Representative in respect of the Note Priority Collateral acquires an ownership or possessory interest in any of the Note Priority Collateral pursuant to the exercise of its rights under the applicable Security Documents or under applicable law or (iii) the Senior Representative in respect of the Note Priority Collateral shall, through the exercise of remedies under the applicable Security Documents or otherwise, sell any of the Note Priority Collateral to any third party (a "Third Party Purchaser") as permitted by the terms of this Agreement, then, subject to the rights of any landlords under real estate leases and to the limitations and restrictions with respect to use of and entry upon the premises as set forth in the applicable Collateral Access Agreements, the Senior Secured Obligations Secured Parties in respect of the Note Priority Collateral shall or, in the case of clause (iii) shall require as a condition of such sale to the Third Party Purchaser that the Third Party Purchaser shall: (x) cooperate with the Senior Representative in respect of the ABL Priority Collateral (and its employees, agents, advisors and representatives) in its efforts to enforce its security interest in the ABL Priority Collateral and to finish any work-in-process and assemble the ABL Priority Collateral, (y) not hinder or restrict in any respect the Senior Representative in respect of the ABL Priority Collateral from enforcing its security interest in the ABL Priority Collateral or from finishing any work-in-process or assembling the ABL Priority Collateral, and (z) permit the Senior Representative in respect of the ABL Priority Collateral, its employees, agents, advisors and representatives, at the sole cost and expense of the Grantors (or, failing payment thereof by the Grantors, of the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral) to enter upon and use the Note Priority Collateral (including (A) equipment, processors, computers and other machinery related to the storage or processing of records, documents or files and (B) intellectual property), in each case of preceding clauses (x), (y) and (z) for a period not to exceed 180 days after the earlier to occur of (i) the date the Senior Representative in respect of the ABL Priority Collateral receives written notice from the Senior Representative in respect of the Note Priority Collateral that (I) it has acquired an ownership or possessory interest in any of the Note Priority Collateral pursuant to the exercise of its rights under the Senior Secured Obligations Security Documents in respect of the Note Priority Collateral or under applicable law or (II) it shall have, through the exercise of remedies under the Senior Secured Obligations Security Documents in respect of the Note Priority Collateral or otherwise, sold any of the Note Priority Collateral to a Third Party Purchaser as permitted by the terms of this Agreement, and (ii) the date the Senior Representative in respect of the ABL Priority Collateral first enforces its security interests in the ABL Priority Collateral located on the premises included in the Note Priority Collateral (such period, the "Disposition Period") for the purposes of:

(1) inspecting, removing or enforcing the Senior Representative in respect of the ABL Priority Collateral's rights in the ABL Priority Collateral,

(2) assembling and storing the ABL Priority Collateral and completing the processing of and turning into finished goods of any ABL Priority Collateral consisting of work-in-process or raw materials,

(3) selling any or all of the ABL Priority Collateral located on such Note Priority Collateral, whether in bulk, in lots or to customers in the ordinary course of business or otherwise,

(4) removing any or all of the ABL Priority Collateral located on such Note Priority Collateral,

(5) to use any of the Collateral under the control or possession of the Senior Representative (or sold to a Third Party Purchaser) in respect of the Note Priority Collateral consisting of computers or other data processing equipment related to the storage or processing of records, documents or files pertaining to the ABL Priority Collateral and use any Collateral under such control or possession (or sold to a Third Party Purchaser) consisting of other equipment to handle or Dispose of any ABL Priority Collateral, or

(6) taking reasonable actions to protect, secure, and otherwise enforce the rights of the Senior Representative in respect of the ABL Priority Collateral and the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral in and to the ABL Priority Collateral;

; provided, however, that nothing contained in this Agreement will restrict the rights of the Senior Representative in respect of the Note Priority Collateral from selling, assigning or otherwise transferring any Note Priority Collateral prior to the expiration of the Disposition Period if the purchaser, assignee or transferee thereof agrees to be bound by the applicable provisions of this Agreement. If any stay or other order prohibiting the exercise of remedies with respect to the ABL Priority Collateral has been entered by a court of competent jurisdiction or is in effect due to an Insolvency or Liquidation Proceeding, the Disposition Period shall be tolled during the pendency of any such stay or other order. If the Senior Representative in respect of the ABL Priority Collateral conducts a public auction or private sale of the ABL Priority Collateral at any of the real property included within the Note Priority Collateral, such Senior Representative in respect of the Note Priority Collateral shall provide the Senior Representative in respect of the Note Priority Collateral with reasonable notice and use reasonable efforts to hold such auction or sale in a manner which would not unduly disrupt such Senior Representative in respect of the Note Priority Collateral's use of such real property.

(b) License. The Senior Representative in respect of the Note Priority Collateral, on behalf of the Senior Secured Obligations Secured Parties in respect of the Note Priority Collateral, irrevocably grants (or shall require as a condition of a sale to a Third Party Purchaser that the Third Party Purchaser grants) the Senior Representative in respect of the ABL Priority Collateral a non-exclusive worldwide license to or right to use, to the extent permitted by law and any applicable contractual obligations binding on the Note Priority Collateral, and solely to the extent the Senior Representative in respect of the Note Priority Collateral (or the Third Party Purchaser, as applicable) has an ownership interest therein or other assignable right of use thereto, exercisable without payment of royalty or other compensation, any of the intellectual property now or hereafter owned by, licensed to, or otherwise used by any of the Grantors or their subsidiaries in order for the Senior Representative in respect of the ABL Priority Collateral and the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral to purchase, use, market, repossess, possess, store, assemble, manufacture, process, sell, transfer, distribute or otherwise Dispose of any inventory included in the ABL Priority Collateral in connection with the liquidation, disposition, foreclosure or realization upon the inventory included in the ABL Priority Collateral in accordance with the terms of the Senior Secured Obligations Security Documents in respect of the ABL Priority Collateral. The Senior Representative in respect of the Note Priority Collateral (or the Third Party Purchaser, as applicable) will agree that any of the intellectual property constituting Note Priority Collateral that is sold, transferred or otherwise Disposed of (whether pursuant to

enforcement action or otherwise) will be subject to rights of the Senior Representative in respect of the ABL Priority Collateral as described above.

(c) Expenses and Repair. During the period of actual occupation, use or control by the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral or their agents or representatives of any Note Priority Collateral, such Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral will (i) be responsible for the ordinary course third-party expenses related thereto, including costs with respect to heat, light, electricity, water and real property taxes with respect to that portion of any premises so used or occupied, in each case to the extent not paid for by the Grantors or any of their subsidiaries, and (ii) be obligated to repair at their expense any physical damage to such Note Priority Collateral or other assets or property resulting from such occupancy, use or control, and to leave such Note Priority Collateral or other assets or property in substantially the same condition as it was at the commencement of such occupancy, use or control, ordinary wear and tear excepted, in each case to the extent not paid for by the Grantors or any of their subsidiaries.

(d) Indemnification. The Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral shall agree to pay, indemnify and hold the Senior Representative in respect of the Note Priority Collateral and the Senior Secured Obligations Secured Parties in respect of the Note Priority Collateral harmless from and against any third-party liability resulting from the gross negligence or willful misconduct of the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral or any of their agents, representatives or invitees (as determined by a court of competent jurisdiction in a final and non-appealable decision) in its or their operation of such facilities, in each case to the extent not paid for by the Grantors or any of their subsidiaries. Notwithstanding the foregoing, in no event shall the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral have any liability to the Senior Representative in respect of the Note Priority Collateral or the Senior Secured Obligations Secured Parties in respect of the Note Priority Collateral pursuant to this Agreement as a result of any condition (including any environmental condition, claim or liability) on or with respect to the Note Priority Collateral existing prior to the date of the exercise by the Senior Representative in respect of the ABL Priority Collateral or the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral of their rights under this Agreement and the Senior Secured Obligations Secured Parties in respect of the ABL Priority Collateral will not have any duty or liability to maintain the Note Priority Collateral in a condition or manner better than that in which it was maintained prior to the use thereof by them, or for any damage to or diminution in the value of the Note Priority Collateral that results solely from removal of any ABL Priority Collateral from the premises or the ordinary wear and tear resulting from the use of the Note Priority Collateral by such persons in the manner and for the time periods specified under this Agreement.

SECTION 2.10. Insurance. Unless and until written notice by the Senior Representative in respect of the ABL Priority Collateral to each Junior Representative in respect of the ABL Priority Collateral and the Senior Representative in respect of the Note Priority Collateral that the Senior Secured Obligations in respect of the ABL Priority Collateral have been Paid In Full, as between the Senior Representative in respect of the ABL Priority Collateral, on the one hand, and each Junior Representative in respect of the ABL Priority Collateral and the Senior Representative in respect of the Note Priority Collateral, on the other hand, only the Senior Representative in respect of the ABL Priority Collateral will have the right (subject to the rights of the Grantors under the Security Documents) to adjust or settle any insurance policy or claim covering or constituting ABL Priority Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the ABL Priority Collateral. Unless and until written notice by the Senior Representative in respect of the Note Priority Collateral to each Junior Representative in respect of the Note Priority Collateral and the Senior Representative in respect of the ABL Priority Collateral that the Senior Secured Obligations in respect of the Note Priority Collateral have been Paid In Full, as between each Junior Representative in respect of the Note Priority Collateral and the Senior Representative in respect of the ABL Priority Collateral, on the one hand, and the Senior Representative in respect of the Note Priority Collateral, on the other hand, only the Senior Representative in respect of the Note Priority Collateral will have the right (subject to the rights of the Grantors under the Security Documents) to adjust or settle any insurance policy covering or constituting Note Priority Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding solely affecting the Note Priority Collateral. To the extent that an insured loss covers or constitutes both ABL Priority Collateral and Note Priority Collateral, then the Senior Representative in respect of the ABL Priority Collateral and the Senior Representative in respect of the Note Priority Collateral will work jointly and in good faith to collect, adjust or settle (subject to the rights of the Grantors under the Security Documents) under the relevant insurance policy.

SECTION 2.11. Refinancings. The Obligations may be refinanced or replaced, in whole or in part, in each case, without notice to, or the consent (except to the extent a consent is otherwise required to permit the refinancing transaction under any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document) of any Secured Party, all without affecting the Lien priorities provided for herein; provided, however, that the holders of any such refinancing or replacement indebtedness (or an authorized agent or trustee on their behalf) bind themselves in writing to the terms of this Agreement pursuant to such documents or agreements (including amendments or supplements to this Agreement) as the Senior Representative in respect of the ABL Priority Collateral or the Senior Representative in respect of the Note Priority Collateral, as the case may be, shall reasonably request and in form and substance reasonably acceptable to the Senior Representative in respect of the ABL Priority Collateral or the Senior Representative in respect of the Note Priority Collateral, as the case may be. In connection with any refinancing or replacement contemplated by this Section 2.11, this Agreement may be amended at the written request and sole expense of the Issuer (subject to the immediately preceding sentence), and without the consent of any Representative, (a) to add parties (or any authorized agent or trustee therefor) providing any such refinancing or replacement indebtedness, (b) to establish that Liens on any Note Priority Collateral securing such refinancing or replacement indebtedness shall have the same priority as the Liens on any Note Priority Collateral securing the indebtedness being refinanced or replaced, and (c) to establish that the Liens on any ABL Priority Collateral securing such refinancing or replacement indebtedness shall have the same priority as the Liens on any ABL Priority Collateral securing the indebtedness being refinanced or replaced, all on the terms provided for herein immediately prior to such refinancing or replacement.

SECTION 2.12. Rights of Grantors. Subject to the terms of the Security Documents, the Grantors will have the right to remain in possession and retain exclusive control of the Collateral securing the Obligations (other than any cash, securities, obligations and cash equivalents constituting part of the Collateral and deposited with any Agent in accordance with the provisions of the Security Documents and other than as set forth in the Security Documents), to freely operate the Collateral and to collect, invest and Dispose of any income therefrom.

SECTION 2.13. Amendments to Documents. In the event that the Senior Secured Obligations Secured Parties or the Senior Representative enters into any amendment, waiver or consent in respect of any of the Senior Secured Obligations Security Documents for the purpose of making additions to the Senior Secured Obligations Collateral, then such amendment, waiver or consent shall apply automatically to any comparable provision of the comparable Junior Secured Obligations Security Document as it relates to the Junior Secured Obligations Collateral without the consent of the Junior Representative or any Junior Secured Obligations Secured Party and without any action by the Junior Representative, the Issuer or any other Grantor; provided, however, that written notice of such amendment, waiver or consent shall have been given to the Junior Representative.

SECTION 2.14. Set-Off and Tracing of and Priorities in Proceeds. Each Agent, on behalf of the applicable Secured Parties, acknowledges and agrees that, to the extent such Agent or any Secured Party for which it is acting as Agent exercises its rights of set-off against any Collateral pursuant to an Enforcement Action, the amount of such set-off shall be held and distributed pursuant to Section 2.05. Each Agent, for itself and on behalf of the applicable Secured Parties, further agrees that, notwithstanding anything herein to the contrary, prior to the issuance of an Enforcement Notice or the commencement of any Insolvency or Liquidation Proceeding, any proceeds of Collateral, whether or not deposited under account control agreements, which are used by any Grantor to acquire other property which is Collateral shall not (solely as between the Agents and the Secured Parties) be treated as proceeds of Collateral for

purposes of determining the relative priorities in the Collateral which was so acquired. In furtherance of the foregoing, any proceeds of Note Priority Collateral received after the earlier of the issuance of an Enforcement Notice by any Senior Representative with respect to the Note Priority Collateral or the commencement of any Insolvency or Liquidation Proceeding, whether or not deposited in any deposit accounts or securities accounts that constitute ABL Priority Collateral shall be treated as Note Priority Collateral. In addition, unless and until the Payment in Full of ABL Obligations occurs, each Junior Representative in respect of the ABL Priority Collateral hereby consents to the application, prior to the earlier of receipt by the Senior Representative in respect of the ABL Priority Collateral of an Enforcement Notice issued by any Junior Agent in respect of the ABL Priority Collateral or the commencement of any Insolvency or Liquidation Proceeding, of cash or other proceeds of Collateral, deposited under account control agreements to the repayment of ABL Obligations pursuant to the ABL Documents.

SECTION 2.15. Legends. Upon the effectiveness of this Agreement, each Security Document shall (and, to the extent already in existence, shall be amended to) include a legend describing this Agreement and any other applicable intercreditor and/or subordination agreement.

ARTICLE III

Gratuitous Bailment for Perfection of Certain Security Interests; Rights Under Permits and Licenses

SECTION 3.01. General. The Senior Representative agrees that if it shall at any time hold a Senior Lien on any Junior Secured Obligations Collateral that can be perfected by the possession or control of such Collateral or of any account in which such Collateral is held, and if such Collateral or any such account is in fact in the possession or under the control of the Senior Representative, the Senior Representative will serve as gratuitous bailee for the Junior Representative for the sole purpose of perfecting the Junior Lien of the Junior Representative on such Collateral. It is agreed that the obligations of the Senior Representative and the rights of the Junior Representative and the other Junior Secured Obligations Secured Parties in connection with any such bailment arrangement will be in all respects subject to the provisions of Article II. Notwithstanding anything to the contrary herein, the Senior Representative will be deemed to make no representation as to the adequacy of the steps taken by it to perfect the Junior Lien on any such Collateral and shall have no responsibility, duty, obligation or liability to the Junior Representative or other Junior Secured Obligations Secured Party or any other person for such perfection or failure to perfect, it being understood that the sole purpose of this Article III is to enable the Junior Secured Obligations Secured Parties to obtain a perfected Junior Lien on such Collateral to the extent, if any, that such perfection results from the possession or control of such Collateral or any such account by the Senior Representative. Subject to Section 2.05(e), at such time as the Senior Secured Obligations secured by the Senior Lien of the Senior Representative shall have been Paid in Full, the Senior Representative shall take all such actions in its power as shall reasonably be requested by the Junior Representative with the highest priority claim with respect to the applicable Collateral (at the sole cost and expense of the Grantors) to transfer possession or control of such Collateral or any such account (in each case to the extent the Junior Representative has a Lien on such Collateral or account after giving effect to any prior or concurrent releases of Liens) to the Junior Representative.

SECTION 3.02. Deposit Accounts. The Grantors, to the extent required by the ABL Documents, the First Lien Documents, the Second Lien Documents or the Subordinated Lien Documents, may from time to time have deposit accounts (the "Deposit Accounts") with certain depositary banks in which collections from Inventory and Accounts (each, as defined in the UCC) may be deposited. To the extent that any such Deposit Account is under the control of any Agent at any time, such Agent will act as gratuitous bailee for the other Agents and Secured Parties for the purpose of perfecting the Liens of the applicable Secured Parties in such Deposit Accounts and the cash and other assets therein as provided in Section 3.01 (but will have no duty, responsibility or obligation to such other Agents or Secured Parties (including any duty, responsibility or obligation as to the maintenance of such control, the effect of such arrangement or the establishment of such perfection) except as set forth in the last sentence of this Section 3.02). Unless the Junior Liens on such ABL Priority Collateral shall have been or concurrently are released,

after the Obligations for which the Senior Representative in respect of the ABL Priority Collateral serves as agent have been Paid in Full, such Senior Representative in respect of the ABL Priority Collateral shall (a) to the extent that the same are then under the sole dominion and control of such Representative and that such action is otherwise within the power and authority of such Representative pursuant to the applicable Documents, at the written request of any Junior Representative in respect of the ABL Priority Collateral, transfer control over all cash and other assets in any such Deposit Account maintained with such Senior Representative in respect of the ABL Priority Collateral to the Junior Representative in respect of the ABL Priority Collateral with the then-highest priority claim to the ABL Priority Collateral (and each Grantor hereby authorizes and consents to any such transfer) and (b) at the written request of such Junior Representative in respect of the ABL Priority Collateral with the then-highest priority claim, cooperate with the Issuer and such Junior Representative in respect of the ABL Priority Collateral with the then-highest priority claim (at the expense of the Issuer) in permitting control of any other Deposit Accounts to be transferred to such Junior Representative in respect of the ABL Priority Collateral with the then-highest priority claim (or for other arrangements with respect to each such Deposit Accounts satisfactory to such Junior Representative in respect of the ABL Priority Collateral with the then-highest priority claim to be made). In furtherance of the foregoing, each Agent (the "***Appointing Agent***") hereby appoints each other Agent as its agent solely for perfection of such Appointing Agent's Lien on each Deposit Account that is under the control of such other Agent, and each such other Agent accepts such appointment.

SECTION 3.03. Rights under Permits and Licenses. In addition to the license granted under Section 2.09(b), the Senior Representative in respect of the Note Priority Collateral agrees that if the Senior Representative in respect of the ABL Priority Collateral shall require rights available under any permit or license controlled by the Senior Representative in respect of the Note Priority Collateral (as certified to the Senior Representative in respect of the Note Priority Collateral by the Senior Representative in respect of the ABL Priority Collateral, upon which the Senior Representative in respect of the Note Priority Collateral may rely) in order to realize on any ABL Priority Collateral, the Senior Representative in respect of the Note Priority Collateral shall (subject to the terms of ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, including the Senior Representative in respect of the Note Priority Collateral's rights to indemnification thereunder) take all such actions as shall be available to it (at the sole expense of the Grantors), consistent with applicable law and contractual obligations and reasonably requested by the Senior Representative in respect of the ABL Priority Collateral in writing, to make such rights available to the Senior Representative in respect of the ABL Priority Collateral, subject to the Senior Liens in respect of the Note Priority Collateral. The Senior Representative in respect of the ABL Priority Collateral agrees that if the Senior Representative in respect of the Note Priority Collateral shall require rights available under any permit or license controlled by the Senior Representative in respect of the ABL Priority Collateral (as certified to the Senior Representative in respect of the ABL Priority Collateral by the Senior Representative in respect of the Note Priority Collateral, upon which the Senior Representative in respect of the ABL Priority Collateral may rely) in order to realize on any Note Priority Collateral, the Senior Representative in respect of the ABL Priority Collateral shall (subject to the terms of ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, including the Senior Representative in respect of the ABL Priority Collateral's rights to indemnification thereunder) take all such actions as shall be available to it (at the sole expense of the Grantors), consistent with applicable law and contractual obligations and reasonably requested by the Senior Representative in respect of the Note Priority Collateral in writing, to make such rights available to the Senior Representative in respect of the Note Priority Collateral, subject to the Senior Liens in respect of the ABL Priority Collateral.

ARTICLE IV

Existence and Amount of Liens and Obligations

Whenever a Representative shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any Senior Secured Obligations (or the existence of any commitment to extend credit that would constitute Senior Secured Obligations) or Junior Secured Obligations, or the existence of any Lien securing any such obligations, or the Collateral subject to any such Lien, it may request that such information be furnished to it in writing by the other Representative and shall be entitled to make such determination on the basis of the information so furnished; provided, however, that if a Representative shall fail or refuse to reasonably promptly provide the requested information, the requesting Representative shall be entitled to make any such determination by such method as it may, in the exercise of its good faith judgment, determine, including by conclusive reliance upon an officer's certificate of the Issuer. Each Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Grantor, any Secured Party or any other Person as a result of such determination.

ARTICLE V

Consent of Grantors

Each Grantor hereby consents to the provisions of this Agreement and the intercreditor arrangements provided for herein and agrees that the obligations of the Grantors under the Security Documents will in no way be diminished or otherwise affected by such provisions or arrangements (except as expressly provided herein).

ARTICLE VI

Representations and Warranties

SECTION 6.01. Representations and Warranties of Each Party. Each party hereto represents and warrants to the other parties hereto as follows:

(a) Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

(c) The execution, delivery and performance by such party of this Agreement (i) do not require any consent or approval of, registration or filing with or any other action by any governmental authority of which the failure to obtain could reasonably be expected to have a material adverse effect on the ability of such party to perform its obligations under this Agreement, (ii) will not violate any applicable law or regulation or any order of any governmental authority or any indenture, agreement or other instrument binding upon such party which could reasonably be expected to have a material adverse effect on the ability of such party to perform its obligations under this Agreement and (iii) will not violate the charter, by-laws or other organizational documents of such party.

SECTION 6.02. Representations and Warranties of Each Representative. Each Representative represents and warrants to the other parties hereto that it is authorized under the ABL Documents, the First Lien Documents, the Second Lien Documents or the Subordinated Lien Documents, as applicable, to

enter into this Agreement.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to the ABL Collateral Agent, to it at Deutsche Bank Trust Company Americas, Suite 1500, Houston, Texas 77002, Attn: David E. Sisler, Fax: (832) 239-4693;

(b) if to the First Lien Collateral Trustee, to it at Wells Fargo Bank, National Association, 45 Broadway, 14th Floor, New York, NY 10006, Attn: Corporate Trust Services — Administrator Coffeyville Resources LLC, Fax: (212) 515-5189;

(c) if to the Subordinated Lien Collateral Trustee, to it at Wells Fargo Bank, National Association, 45 Broadway, 14th Floor, New York, NY 10006, Attn: Corporate Trust Services — Administrator Coffeyville Resources LLC, Fax: (212) 515-5189; and

(d) if to any Grantor, to it at Coffeyville Resources, LLC, 2277 Plaza Drive, Suite 500, Sugar Land, TX 77479, Attention: Edward Morgan, Fax: (281) 207-3389.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto (and for this purpose a notice to the Issuer shall be deemed to be a notice to each Grantor). All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt (if a Business Day) and on the next Business Day thereafter (in all other cases) if delivered by hand or overnight courier service or sent by telecopy or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 4.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 4.01. As agreed to in writing among the Grantors, the ABL Collateral Agent, the First Lien Collateral Trustee and the Subordinated Lien Collateral Trustee from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

SECTION 7.02. Waivers; Amendment. (a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power; preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further

notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be terminated, waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each Representative and, to the extent adverse to any Grantor, the Grantors; provided, however, that this Agreement may be amended from time to time (x) as provided in Section 2.11 and (y) at the sole request and expense of the Issuer, and without the consent of any Representative, (i) to add other parties (or any authorized agent thereof or trustee therefor) holding other ABL Debt, First Lien Debt, Second Lien Debt or Subordinated Lien Debt that are incurred after the date of this Agreement in compliance with the ABL Documents, the First Lien Documents, the Second Lien Documents, the Subordinated Lien Documents and this Agreement and (ii) to establish the Lien priorities on the Collateral securing such other Obligations. Any such additional party and each party hereto shall be entitled to rely upon a certificate delivered by an officer of the Issuer certifying that such other Obligations were issued or borrowed in compliance with the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents. Any amendment of this Agreement that is proposed to be effected without the consent of a Representative as permitted by the proviso in this Section 4.02(b) shall be submitted to such Representative for its review at least 5 Business Days prior to the proposed effectiveness of such amendment.

SECTION 7.03. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as well as the applicable Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement.

SECTION 7.04. Survival of Agreement. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

SECTION 7.05. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission (or other electronic means) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7.06. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.07. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(a) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 4.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.08. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.09. Headings. Article, Section and Annex headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.10. Conflicts. In the event of any conflict or inconsistency between the terms of the Collateral Trust and Intercreditor Agreement, the First and Subordinated Lien Intercreditor Agreement, the Collateral Trust Agreement, the ABL Documents, the First Lien Documents, the Second Lien Documents and the Subordinated Lien Documents, on the one hand, and this Agreement, on the other hand, the terms of this Agreement shall control.

SECTION 7.11. Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the Secured Parties. None of the Issuer, any other Grantor or any other creditor thereof shall have any rights or obligations hereunder, except as expressly provided in this Agreement (provided that nothing in this Agreement (other than Sections 2.05, 2.06, 2.10, 2.11, 2.12, 2.13 or Article VII to the extent expressly provided therein) is intended to or will amend, waive or otherwise modify the provisions of any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document), and neither the Issuer nor any other Grantor may rely on the terms hereof (other than Sections 2.05, 2.06, 2.10, 2.11, 2.12, 2.13, Article VI and Article VII). Nothing in this Agreement is intended to or shall impair the obligations of the Issuer or any other Grantor, which are absolute and unconditional, to pay the Obligations under the ABL Documents, First Lien Documents, Second Lien Documents and Subordinated Lien Documents as and when the same shall become due and payable in accordance with their terms. Notwithstanding anything to the contrary herein, in any ABL Document, First Lien Document, Second Lien Document or Subordinated Lien Document, the Grantors shall not be required to act or refrain from acting (a) pursuant to this Agreement or any applicable document with respect to any ABL Priority Collateral in any manner that would cause a default under any applicable document, or (b) pursuant to this Agreement or any applicable document with respect to any Note Priority Collateral in any manner that would cause a default under any applicable document.

SECTION 7.12. Certain Terms Concerning First Lien Collateral Trustee. The First Lien Collateral Trustee is executing and delivering this Agreement solely in its capacity as such and pursuant to direction set forth in the applicable First Lien Documents; and in so doing, the First Lien Collateral

Trustee shall not be responsible for the terms or sufficiency of this Agreement for any purpose. The First Lien Collateral Trustee shall not have any duties or obligations under or pursuant to this Agreement other than such duties as may be expressly set forth in this Agreement as duties on its part to be performed or observed. In entering into this Agreement, or in taking (or forbearing from) any action under or pursuant to this Agreement, the First Lien Collateral Trustee shall have and be protected by all of the rights, immunities, indemnities and other protections granted to it under the First Lien Documents.

SECTION 7.13. Certain Terms Concerning Subordinated Lien Collateral Trustee. The Subordinated Lien Collateral Trustee is executing and delivering this Agreement solely in its capacity as such and pursuant to direction set forth in the applicable Second Lien Documents and the Subordinated Lien Documents; and in so doing, the Subordinated Lien Collateral Trustee shall not be responsible for the terms or sufficiency of this Agreement for any purpose. The Subordinated Lien Collateral Trustee shall not have any duties or obligations under or pursuant to this Agreement other than such duties as may be expressly set forth in this Agreement as duties on its part to be performed or observed. In entering into this Agreement, or in taking (or forbearing from) any action under or pursuant to this Agreement, the Subordinated Lien Collateral Trustee shall have and be protected by all of the rights, immunities, indemnities and other protections granted to it under the Second Lien Documents and the Subordinated Lien Documents.

SECTION 7.14. Certain Terms Concerning ABL Collateral Agent. The ABL Collateral Agent is executing and delivering this Agreement solely in its capacity as such and pursuant to direction set forth in the applicable ABL Documents; and in so doing, the ABL Collateral Agent shall not be responsible for the terms or sufficiency of this Agreement for any purpose. The ABL Collateral Agent shall not have any duties or obligations under or pursuant to this Agreement other than such duties as may be expressly set forth in this Agreement as duties on its part to be performed or observed. In entering into this Agreement, or in taking (or forbearing from) any action under or pursuant to this Agreement, the ABL Collateral Agent shall have and be protected by all of the rights, immunities, indemnities and other protections granted to it under the ABL Documents.

SECTION 7.15. Additional Subsidiaries. Any subsidiary of any Grantor that is required to become a party hereto pursuant to any ABL Document, First Lien Document, Second Lien Document and/or Subordinated Lien Document shall enter into this Agreement as a Grantor upon becoming such a subsidiary. Upon execution and delivery by each Agent and such subsidiary of a joinder agreement substantially in the form of Exhibit A, such subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instruments shall not require the consent of any other Grantor or any other Secured Party. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

* * *

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

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
ABL Collateral Agent,

by /s/ Erin Morrissey
Name: Erin Morrissey
Title: Vice President

by /s/ Michael Getz
Name: Michael Getz
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
First Lien Collateral Trustee,

by /s/ Martin Reed
Name: Martin Reed
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Subordinated Lien Collateral Trustee,

by /s/ Martin Reed
Name: Martin Reed
Title: Vice President

COFFEYVILLE RESOURCES, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE FINANCE INC.

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE RESOURCES TERMINAL, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE RESOURCES PIPELINE, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE NITROGEN FERTILIZERS, INC.
By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE REFINING & MARKETING, INC.

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE CRUDE TRANSPORTATION, INC.

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE TERMINAL, INC.

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

COFFEYVILLE PIPELINE, INC.

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

CL JV HOLDINGS, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

CVR PARTNERS, LP
By: CVR GP, LLC, its managing general partner

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

CVR SPECIAL GP, LLC

By: /s/ Edward Morgan
Name: Edward Morgan
Title: Chief Financial Officer

Schedule I

Guarantors

CL JV HOLDINGS, LLC
COFFEYVILLE PIPELINE, INC.
COFFEYVILLE REFINING & MARKETING, INC.
COFFEYVILLE NITROGEN FERTILIZERS, INC.
COFFEYVILLE CRUDE TRANSPORTATION, INC.
COFFEYVILLE TERMINAL, INC.
COFFEYVILLE RESOURCES PIPELINE, LLC
COFFEYVILLE RESOURCES REFINING & MARKETING, LLC
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC
COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC
COFFEYVILLE RESOURCES TERMINAL, LLC
CVR PARTNERS, LP
CVR SPECIAL GP, LLC

Exhibit A

Form of Joinder Agreement

The undersigned, _____, a _____, hereby agrees to become a party as a Grantor under the ABL Intercreditor Agreement, dated as of [ ], 2011, among Coffeyville Resources, LLC, Coffeyville Finance Inc., the guarantors listed on Schedule 1 thereto, Deutsche Bank Trust Company Americas, as ABL Collateral Agent, Wells Fargo Bank, National Association, as First Lien Collateral Trustee, Wells Fargo Bank, National Association, as Subordinated Lien Collateral Trustee (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "ABL Intercreditor Agreement") for all purposes thereof on the terms set forth therein, and to be bound by the terms of the ABL Intercreditor Agreement as fully as if the undersigned had executed and delivered the ABL Intercreditor as of the date thereof.

The provisions of Article 7 of the ABL Intercreditor Agreement will apply with like effect to this Joinder.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to be executed by their respective officers or representatives as of _____, 20__.

[_____]

By: _____
Name:
Title: