

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
AMENDMENT NO. 1
to
FORM S-1
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

CVR ENERGY, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
*(State or Other Jurisdiction of
Incorporation or Organization)*

2911
*(Primary Standard Industrial
Classification Code Number)*

*(I.R.S. Employer
Identification Number)*

2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
(281) 207-7711

*(Address, Including Zip Code, and Telephone Number,
Including Area Code, of Registrant's Principal Executive Offices)*

John J. Lipinski
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
(281) 207-7711

*(Name, Address, Including Zip Code, and Telephone Number,
Including Area Code, of Agent for Service)*

With a copy to:

Stuart H. Gelfond
Michael A. Levitt

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
(212) 859-8000

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

| Title of Each Class of Securities to be Registered | Proposed Maximum Aggregate Offering Price (1)(2) | Amount of Registration Fee (3) |
|---|--|--------------------------------|
| Common Stock, \$0.01 par value | \$300,000,000 | \$32,100 |

(1) Includes offering price of shares which the underwriters have the option to purchase.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) of the Securities Act of 1933, as amended.

(3) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

The sole purpose of this amendment is to file Exhibits 10.6, 10.13 and 10.14 to the registration statement as indicated in Item 16 and in the Exhibit Index of this amendment. No change is made to the preliminary prospectus constituting Part I of the registration statement or Items 13, 14, 15 or 17 of Part II of the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note, Part II, the signature page to the registration statement, the Exhibit Index of the registration statement, and Exhibits 10.6, 10.13 and 10.14.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses to be paid by the Registrant in connection with the sale of the shares of common stock being registered hereby. All amounts are estimates except for the SEC registration fee, the NASD filing fee and the listing fee.

| | |
|--|--------------|
| SEC registration fee | \$ 32,100.00 |
| NASD filing fee | 30,500.00 |
| listing fee | |
| Accounting fees and expenses | |
| Legal fees and expenses | |
| Printing and engraving expenses | |
| Blue Sky qualification fees and expenses | |
| Transfer agent and registrar fees and expenses | |
| Miscellaneous expenses | |
| Total | <u>\$</u> |

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended (the "Securities Act").

As permitted by the Delaware General Corporation Law, the Registrant's Certificate of Incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to the Registrant or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- under section 174 of the Delaware General Corporation Law regarding unlawful dividends and stock purchases; or
- for any transaction for which the director derived an improper personal benefit.

As permitted by the Delaware General Corporation Law, the Registrant's Bylaws provide that:

- the Registrant is required to indemnify its directors and officers to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions;
- the Registrant may indemnify its other employees and agents to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions;
- the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions;
- the Registrant may advance expenses, as incurred, to its employees and agents in connection with a legal proceeding; and
- the rights conferred in the Bylaws are not exclusive.

The Registrant may enter into Indemnity Agreements with each of its current directors and officers to give these directors and officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's Certificate of Incorporation and to provide additional procedural protections. At present, there is no pending litigation or proceeding involving a director, officer or employee of the Registrant regarding which indemnification is sought, nor is the Registrant aware of any threatened litigation that may result in claims for indemnification.

The indemnification provisions in the Registrant's Certificate of Incorporation and Bylaws and any Indemnity Agreements entered into between the Registrant and each of its directors and officers may be sufficiently broad to permit indemnification of the Registrant's directors and officers for liabilities arising under the Securities Act.

CVR Energy, Inc. and its subsidiaries are covered by liability insurance policies which indemnify their directors and officers against loss arising from claims by reason of their legal liability for acts as such directors, officers or trustees, subject to limitations and conditions as set forth in the policies.

The underwriting agreement to be entered into among the company, the selling stockholder and the underwriters will contain indemnification and contribution provisions.

Item 15. Recent Sales of Unregistered Securities.

We issued _____ shares of common stock to Coffeyville Acquisition LLC in September 2006. The issuance was exempt from registration in accordance with Section 4(2) of the Securities Act of 1933.

Item 16. Exhibits and Financial Statement Schedules.

(a) The following exhibits are filed herewith:

| <u>Number</u> | <u>Exhibit Title</u> |
|---------------|--|
| 1.1* | Form of Underwriting Agreement. |
| 3.1* | Certificate of Incorporation of CVR Energy, Inc. |
| 3.2* | Bylaws of CVR Energy, Inc. |
| 4.1* | Specimen Common Stock Certificate. |
| 5.1* | Form of opinion of Fried, Frank, Harris, Shriver & Jacobson LLP. |
| 10.1* | Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 29, 2006, among Coffeyville Resources, LLC and the other parties thereto. |
| 10.2* | Second Lien Credit and Guaranty Agreement, dated as of June 24, 2005, as amended. |
| 10.3* | First Lien Pledge and Security Agreement, dated as of June 24, 2005 and amended as of July 8, 2005, among Coffeyville Resources, LLC, CL JV Holdings, LLC, Coffeyville Pipeline, Inc., Coffeyville Refining and 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 and Coffeyville Resources Terminal, LLC, as grantors, and Credit Suisse, Cayman Islands Branch, as collateral agent. |
| 10.4* | Second Lien Pledge and Security Agreement, dated as of June 24, 2005 and amended as of July 8, 2005, among Coffeyville Resources, LLC, CL JV Holdings, LLC, Coffeyville Pipeline, Inc., Coffeyville Refining and 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 and Coffeyville Resources Terminal, LLC, as grantors, and Wachovia Bank, National Association, as collateral agent. |

| <u>Number</u> | <u>Exhibit Title</u> |
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| 10.5* | Swap agreements with J. Aron & Company, dated June 16, 2005. |
| 10.6† | Amended and Restated On-Site Product Supply Agreement dated as of June 1, 2005, between The BOC Group, Inc. and Coffeyville Resources Nitrogen Fertilizers, LLC. |
| 10.7* | Employment Agreement dated as of July 12, 2005, by and between Coffeyville Resources, LLC and John J. Lipinski. |
| 10.8* | Employment Agreement dated as of July 12, 2005, by and between Coffeyville Resources, LLC and Stanley A. Riemann. |
| 10.9* | Employment Agreement dated as of July 12, 2005, by and between Coffeyville Resources, LLC and Kevan A. Vick. |
| 10.10* | Employment Agreement dated as of July 12, 2005, by and between Coffeyville Resources, LLC and Wyatt E. Jernigan. |
| 10.11* | Employment Agreement dated as of July 12, 2005, by and between Coffeyville Resources, LLC and James T. Rens. |
| 10.12* | Separation and Consulting Agreement dated as of November 21, 2005, by and between Coffeyville Resources, LLC and Philip L. Rinaldi. |
| 10.13† | Crude Oil Supply Agreement, dated as of December 23, 2005, as amended, between J. Aron & Company and Coffeyville Resources Refining and Marketing, LLC. |
| 10.14† | Pipeline Construction, Operation and Transportation Commitment Agreement, dated February 11, 2004, as amended, between Plains Pipeline, L.P. and Coffeyville Resources Refining & Marketing, LLC. |
| 10.15* | Electric Services Agreement dated January 13, 2004, between Coffeyville Resources Nitrogen Fertilizers, LLC and the City of Coffeyville, Kansas. |
| 21.1* | List of Subsidiaries of CVR Energy, Inc. |
| 23.1** | Consent of KPMG LLP. |
| 23.2* | Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (included in Exhibit 5.1). |
| 24.1** | Power of Attorney. |

* To be filed by amendment.

** Previously filed.

† Certain portions of this exhibit have been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.
(b) None.

Item 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 14 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its

counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective; and

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in Sugar Land, State of Texas, on this 31st day of October, 2006.

CVR ENERGY, INC.

By: _____ /s/ JOHN J. LIPINSKI
John J. Lipinski
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| <u>Signature</u> | <u>Title</u> | <u>Date</u> |
|---|--|------------------|
| _____ /s/ JOHN J. LIPINSKI John J. Lipinski | Chief Executive Officer, President and Director (principal executive officer) | October 31, 2006 |
| _____ * James T. Rens | Chief Financial Officer (Principal Financial and Accounting Officer) | October 31, 2006 |
| _____ * Wesley Clark | Director | October 31, 2006 |
| _____ * Scott Lebovitz | Director | October 31, 2006 |
| _____ * George E. Matelich | Director | October 31, 2006 |
| _____ * Stanley de J. Osborne | Director | October 31, 2006 |
| _____ * Kenneth A. Pontarelli | Director | October 31, 2006 |
| * By: _____ /s/ JOHN J. LIPINSKI John J. Lipinski, As Attorney-in-Fact | | |

EXHIBIT INDEX

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| 21.1* | List of Subsidiaries of CVR Energy, Inc. |
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| 23.2* | Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (included in Exhibit 5.1). |
| 24.1** | Power of Attorney. |

* To be filed by amendment.

** Previously filed.

† Certain portions of this exhibit have been omitted and separately filed with the Securities and Exchange Commission pursuant to a request for confidential treatment.

PORTIONS OF THIS EXHIBIT DENOTED WITH THREE ASTERISKS (***) HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

**AMENDED AND RESTATED
ON-SITE PRODUCT SUPPLY AGREEMENT
BETWEEN
THE BOC GROUP, INC.
AND
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC
DATED AS OF June 1, 2005**

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AMENDED AND RESTATED ON-SITE PRODUCT SUPPLY AGREEMENT

THIS AMENDED AND RESTATED ON-SITE PRODUCT SUPPLY AGREEMENT ("Agreement"), made and effective as of the 1st day of June, 2005, by and between THE BOC GROUP, INC., a Delaware corporation, acting by and through its BOC Gases Division ("BOC"), COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC, a Delaware limited liability company ("Coffeyville Resources").

WITNESSETH:

WHEREAS, Farmland Industries, Inc. ("Farmland") and BOC originally entered into the On-Site Product Supply Agreement ("Original Agreement") dated December 3, 1997; and

WHEREAS, Farmland and BOC entered into Amendment No. 1 to the Original Agreement dated December 31, 1999; and

WHEREAS, Farmland assigned the Original Agreement, as amended, to Coffeyville Resources effective March 4, 2004; and

WHEREAS, Coffeyville Resources and BOC desire to further amend the Original Agreement to incorporate Amendment No. 1 and to incorporate such further amendments into this Amended and Restated On-Site Product Supply Agreement, which replaces and supersedes the Original Agreement, as amended by Amendment No. 1.

IN CONSIDERATION OF THE PROMISES HEREINAFTER CONTAINED, BOC AND COFFEYVILLE RESOURCES HEREBY AGREE WITH EACH OTHER AS FOLLOWS:

SECTION 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings indicated below:

(a) "Argon" — a by-product liquid product produced by the BOC Facility.

(b) "BOC Entities" shall have the meaning given such term in Section 19(c) hereof.

(c) "BOC Facility" — a plant for the production of Product and Argon (the "BOC Plant"), including metering and related facilities, together with interconnected liquid Oxygen Product and liquid Nitrogen Product storage vessels and vaporization equipment (the "Liquid Product Storage Facility"), all connected to the BOC Pipelines and having the production, delivery, liquid storage and vaporization capabilities or capacities stated in Paragraphs II and III of Exhibit A hereto, which shall be owned or leased, maintained and operated by BOC on the BOC Plant Site.

(d) "BOC Pipelines" — pipelines suitable for use in connection with the delivery of Product hereunder, that shall be owned or leased and maintained by BOC, connecting the BOC Facility with the respective Coffeyville Resources Pipelines.

(e) "BOC Plant" shall have the meaning given such term in Section I(c) hereof.

(f) "BOC Plant Site" — a parcel of land located on the Coffeyville Plant Site on which the BOC Facility is located, which parcel is more particularly identified on Exhibit E hereto.

(g) "Bona Fide Offer" — a written offer, made in good faith and setting forth commercially reasonable terms for the purchase of CO₂ Byproduct produced at the Coffeyville Facilities, which offer shall set forth, in reasonable detail, all information which is reasonably required to evaluate the economics of the deal, including, at a minimum, if applicable, information relating to the: (i) distribution or percentage of ownership and/or entitlement to profits, losses, tax credits, carbon sequestration credits earned in connection with the sale of CO₂ Byproduct, as between BOC, Coffeyville Resources and any third party or parties; (ii) project costs; (iii) project capacity; (iv) project schedule; (v) raw CO₂ gas pricing; (vi) finished product pricing; (vii) marketing rights; and (viii) operating and maintenance responsibility.

(h) "CDA Product" — clean, dry air product conforming to the product specifications set forth in Paragraph I of Exhibit A hereto.

(i) "CO₂ Byproduct" — the gaseous carbon dioxide produced by the Coffeyville Facilities as a byproduct and made available as contemplated by Section 5 hereof.

(j) "Coffeyville Entities" shall have the meaning given such term in Section 19(a) hereof.

(k) "Coffeyville Facilities" — those facilities and plants (including the gasification plant, ammonia synthesis loop and UAN plant) located at the Coffeyville Plant Site, but not including the Facilities.

(l) "Coffeyville Pipelines" — pipelines suitable for use in connection with the delivery of Product hereunder, that shall be owned or leased by Coffeyville Resources and operated and maintained by or for the benefit of Coffeyville Resources, connecting the Coffeyville Facilities with the BOC Pipelines at respective points on the boundary of the BOC Plant Site, as agreed upon by Coffeyville Resources and BOC.

(m) "Coffeyville Plant Site" — the parcel of land near Coffeyville, Kansas on which Coffeyville Resources' fertilizer complex (including the Facilities) is located, which parcel is more particularly identified on Exhibit D hereto.

(n) "Environmental Laws" — any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii)

underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or state lien or state superlien or environmental protection, regulation, contamination or clean-up statutes, all as exist from time to time.

(o) "Environmental Loss" — all (i) claims, demands, judgments, liabilities, losses, damages, civil penalties and civil fines, (ii) attorneys', experts', consultants', contractors', or accountants' fees, expenses, court costs and other out-of-pocket expenses, and (iii) costs of investigation, characterization, remediation, clean-up and disposal, which arise as a result of a violation of any Environmental Law or the presence, use, handling, storage, disposal, release, treatment, processing or utilization of any Hazardous Substances.

(p) "Facilities" — together, the BOC Facility and the BOC Pipelines.

(q) "Force Majeure" — "Force Majeure" shall have the meaning given such term in Section 11(a) hereof.

(r) "Gasification Project" — the gasification to ammonia project at the Coffeyville Plant Site including, but not limited to, a gasification plant, an ammonia synthesis loop and related storage facilities, a UAN plant and related storage facilities, coke handling and storage facilities, and interconnecting piping and related off-site support facilities, including utilities.

(s) "Hazardous Substance" — any of the substances that are defined or listed in, or otherwise classified, or which may come to be so defined, listed or classified pursuant to, any applicable statutes, laws, rules or regulations, as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances," or any other formulation intended to define, list or classify substances by reason of deleterious properties, including but not limited to any chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to the health and safety of any person in the vicinity of the Coffeyville Plant Site.

(t) "High Pressure Air Product" — clean, dry air product conforming to the product specifications set forth in Paragraph I of Exhibit A hereto.

(u) "Liquid Product Storage Facility" shall have the meaning given such term in Section 1(c) hereof.

(v) "Minimum Product Charge" — the minimum monthly charge payable by Coffeyville Resources to BOC hereunder with respect to Product as more specifically described on Exhibit G hereto, subject to adjustment as provided herein.

(w) "Nitrogen Product" — nitrogen gas (including vaporized liquid) and liquid conforming to the product specifications set forth in Paragraph I of Exhibit A hereto.

(x) "Oxygen Product" — oxygen gas (including vaporized liquid) and liquid conforming to the product specifications set forth in Paragraph I of Exhibit A hereto.

(y) "Permits" — licenses, permits and approvals of third parties, governmental agencies or authorities, including licenses, permits and approvals of governmental agencies or authorities respecting health, safety and the environment.

(z) "Product" — collectively CDA product, Oxygen Product and Nitrogen Product.

(aa) "Standard Cubic Foot" — the quantity of Product which would occupy a cubic foot of space at a pressure of 14.7 pounds per square inch absolute and a temperature of 70°F (the phrases "Standard Cubic Foot" and "Standard Cubic Feet" are sometimes hereinafter abbreviated "scf").

(bb) "Supply Period" — that period of time commencing on June 1, 2005 and ending on April 30, 2020 (subject to extension or earlier termination pursuant to the provisions hereof).

SECTION 2 THE BOC FACILITY AND THE PIPELINES

(a) BOC shall indemnify and hold Coffeyville Resources and the other Coffeyville Entities harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees), arising from (i) noncompliance by BOC or BOC Entities with any Environmental Laws or (ii) conditions on, at or under the BOC Plant Site, in each case, caused by BOC's construction of the Facilities or other operations from and after the date that BOC occupies the BOC Plant Site. Coffeyville Resources shall indemnify and hold BOC and the other BOC Entities harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees), arising from (i) noncompliance by Coffeyville Resources or Coffeyville Entities with any Environmental Laws caused by Coffeyville Resource's occupation, use or operation of the Coffeyville Facilities or the Coffeyville Plant Site (whether prior to, on, or following the date that BOC occupies the BOC Plant Site) or (ii) conditions on, at or under the BOC Plant Site prior to the date that BOC occupies the BOC Plant Site. All indemnification obligations pursuant to this Section 2(a) shall be subject to the provisions of Section 19(e) and 19(f) hereof.

(b) Subject to section 2(d), the BOC Plant Site shall be occupied exclusively by BOC solely for the construction, use, operation and maintenance of the Facilities for the supply of Products as contemplated hereunder and the retention and sale of certain other industrial gases as set forth in Sections 3 and 5 hereof, without cost for such occupancy, until the Facilities are removed in accordance with the terms hereinafter provided.

(c) Commencing on the date of execution and delivery of this Agreement, Coffeyville Resources grants to BOC and its directors, officers, employees, agents, contractors and subcontractors, with or without vehicles, equipment, materials and machinery, the following easements, rights-of-way and licenses over the Coffeyville Plant Site (provided that any such use shall not unreasonably interfere with the use or occupancy by or on behalf of Coffeyville

Resources of the Coffeyville Plant Site and that BOC will cooperate with Coffeyville Resources and any and all third parties at the Coffeyville Plant Site to coordinate such use):

(i) at all times by day or by night to enter upon and use all or any of the Coffeyville Plant Site for the purpose of installing, maintaining, repairing, reconstructing, renovating, replacing, modifying, operating or removing all or any portion of the BOC Facilities located thereon;

(ii) in locations reasonably satisfactory to BOC and Coffeyville Resources and subject to Coffeyville Resource's reasonable direction at all times by day or by night for road purposes, to enter upon, cross, pass and re-pass over and exit from all or any of the Coffeyville Plant Site to the extent reasonably necessary for access and egress to and from the BOC Plant Site; and

(iii) in locations reasonably satisfactory to BOC and Coffeyville Resources and subject to Coffeyville Resource's reasonable direction, at all times by day or by night, to enter upon and use all or any of the Coffeyville Plant Site for other purposes to the extent reasonably necessary to enable BOC to perform its obligations under this Agreement;

all of which easements, rights-of-way and licenses are granted subject to BOC's compliance with the reasonable security and safety requirements and rules of Coffeyville Resources, and shall remain in full force and effect until the earlier of: (i) 360 days after the expiration or other termination of this Agreement; or (ii) the date the Facilities are removed from the BOC Plant Site. Farmland previously delivered to BOC a Memorandum of License in the form attached hereto as Exhibit J, which remains in effect.

(d) Coffeyville Resources hereby reserves for itself and for its agents, contractors, tenants, licensees and employees: (i) the non-exclusive right to use the BOC Plant Site for such ingress, egress, utility facilities and other connections and uses as may be reasonably necessary in connection with the ownership, use, enjoyment, repair, maintenance and expansion of the Coffeyville Facilities; (ii) the non-exclusive right to use a 12-foot-wide portion of the BOC east-west pipe rack within the BOC Plant Site with a loading capacity up to 30 pounds per square foot for the installation, operation and maintenance by Coffeyville Resources of its cable tray and cables; provided, however, that Coffeyville Resources shall not exercise its rights with respect to any such reserved rights in any manner that unreasonably interferes with the use of the BOC Plant Site by BOC in accordance with the terms of this Agreement (except that Coffeyville Resources may interfere with BOC's use of the BOC Plant Site to the extent necessary to comply with any Environmental Laws or that certain Resource Conservation and Recovery Act (RCRA) Facility Investigation Order dated October 24, 1995, issued to Farmland Industries, Inc., Coffeyville Resources' predecessor, by the United States Environmental Protection Agency, which interference shall not be deemed a Force Majeure for purposes of this Agreement).

(e) The BOC Facilities are not intended to be or to become a fixture or otherwise part of the BOC Plant Site, or of any other property owned by Coffeyville Resources or its assigns notwithstanding the manner in which it, or any part of it, is installed or affixed, but said Facilities are intended to remain the personal property of BOC (or its lessor) at all times. Coffeyville

Resources shall indemnify and hold BOC harmless from and against any and all losses, costs, damages, claims and liabilities arising out of any inability (including any delay) on the part of BOC to remove all or any part of the Facilities from the BOC Plant Site, pursuant to Section 2(j) or otherwise, because of any right on the part of Coffeyville Resources or its assigns to the effect that the same is a fixture or otherwise part of the BOC Plant Site and may not be removed from the BOC Plant Site (including any assertion of any such right), together with all costs and expenses (including reasonable legal fees) incurred by BOC in resisting any such right or assertion, whether or not such resistance was successful, such indemnification to be subject to the provisions of Sections 19(e) and 19(f) hereof.

(f) Coffeyville Resources shall provide, at the BOC Facility, sufficient quantities of the items listed on Exhibit F as may, from time to time, be reasonably required for the construction, operation and maintenance of the BOC Facility, all of which shall be, except as set forth in Exhibit F or otherwise specified herein, without cost to BOC. Coffeyville Resources acknowledges that BOC intends to operate the BOC Plant at all times during the Supply Period, including those times when Coffeyville Resources does not desire to take delivery of any Product, and Coffeyville Resources shall provide sufficient quantities of the items listed on Exhibit F as may be reasonably required to operate the BOC Plant at all such times during the Supply Period.

(g) BOC shall not do or permit others under its control to do any work in or about the BOC Plant Site, or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the BOC Plant Site, unless BOC shall have first procured and paid for all necessary Permits in accordance with the provisions of Section 9(d) hereof.

(h) In the event that any of the contaminant levels of the atmosphere at the BOC Plant Site exceed the applicable amount set forth on Exhibit C hereto after the date hereof and, in the reasonable opinion of BOC, operation of the BOC Facility may be hazardous or the BOC Facility may be damaged, or BOC's ability to meet the product specifications set forth in Paragraph I of Exhibit A hereto may be impaired as a result of such condition (a "Hazardous Condition"), Coffeyville Resources and BOC shall proceed as set forth in this Section 2(h). BOC shall promptly notify Coffeyville Resources thereof, specifying the particular contaminant levels and the effect thereof. Upon receipt of such notice, Coffeyville Resources shall, at its election within sixty (60) days thereafter proceed to do one of the following: (i) correct such condition by removal or modification of the contaminant source; (ii) request BOC to make such additions or modifications to the BOC Facility as BOC deems reasonably necessary to compensate for such Hazardous Condition, whereupon BOC shall undertake to do the same; or (iii) terminate this Agreement by providing written notice to BOC and paying to BOC the applicable termination fee listed on Exhibit I hereto. The cost of any action taken pursuant to the preceding sentence other than the payment of a termination fee by Coffeyville Resources pursuant to clause (iii) of such sentence shall be (x) borne by Coffeyville Resources if Coffeyville Resources was the cause of the Hazardous Condition, (y) borne by BOC if BOC was the cause of the Hazardous Condition, and (z) in all other cases borne equally by BOC and Coffeyville Resources.

(i) Neither Coffeyville Resources nor BOC shall do or suffer anything to be done whereby the BOC Plant Site or the Facilities or any part thereof may be encumbered by any mechanics' lien or other similar lien and if whenever and as often as any mechanics' lien, or other similar lien is filed against the BOC Plant Site or the Facilities or any part thereof purporting to be for or on account of any labor, materials or services furnished in connection with any work in or about the BOC Plant Site or the Facilities done by, for or under the authority of either party hereto or anyone claiming by, through or under such party, such party shall discharge the same of record within sixty (60) days after the date of filing. Notwithstanding the above, each party hereto shall have the right to contest any such mechanics' lien or other similar lien if within said sixty (60) day period stated above it notifies the other party in writing of its intention so to do and, if requested by the other party, deposits with such party a bond in favor of such party, with a surety company acceptable to such party as surety, in the total sum of at least one hundred twenty-five percent (125%) of the amount of the lien claim so contested, indemnifying and protecting such party from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said lien and the contest thereof, and if, and provided further, such party diligently prosecutes such contest, at all times effectively stays or prevents any official or judicial sale of the BOC Plant Site or the Facilities, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

(j) BOC shall have 360 days from and after any expiration or termination of this Agreement to remove the Facilities from the BOC Plant Site. BOC shall restore the BOC Plant Site to the condition it was in immediately prior to the time it was made available to BOC by Coffeyville Resources' predecessor, Farmland Industries, Inc., but not including removing any foundations or other underground installations, and upon said removal of the Facilities, such foundation and underground installations shall become the property of Coffeyville Resources.

(k) Coffeyville Resources, for itself and its duly authorized representatives and agents, reserves the right, upon reasonable notice to BOC, to enter the BOC Plant Site during the term of this Agreement for the purpose of (i) examining and inspecting the same as permitted hereunder and for the purpose of exercising any and all of Coffeyville Resource's other rights under this Agreement, (ii) performing, at Coffeyville Resources' option, such work in and about the BOC Plant Site as may be made necessary by reason of BOC's default under any of the provisions of this Agreement, (iii) conducting environmental assessment, monitoring or compliance activities, and (iv) for such other purposes as Coffeyville Resources may reasonably determine to be necessary or appropriate. Coffeyville Resources may, during the progress of said work and activities mentioned in (ii) and (iii) above, keep and store on the BOC Plant Site all necessary materials, supplies and equipment, and Coffeyville Resources shall not be liable for any inconvenience, annoyances, disturbance, loss of business or other damage suffered by reason of the performance of any such work or by the storage of materials, supplies and equipment or by Coffeyville Resources' exercise of any of its rights under this Agreement, except to the extent caused by the negligence of Coffeyville Resources or its representatives or agents.

(l) BOC will consult with Coffeyville Resources and use all reasonable efforts to coordinate scheduled maintenance and other temporary scheduled interruptions in the operations of the Facilities during periods of scheduled down time for the Coffeyville Facilities.

(m) BOC shall cooperate with Coffeyville Resources and any and all third parties at the Coffeyville Plant Site to coordinate the activities of all parties working at the Coffeyville Plant Site. Coffeyville Resources shall have the right, from time to time, to designate a contractor, agent or other representative of Coffeyville Resources' choice to coordinate the activities of all contractors working on or near the BOC Plant Site or in connection with the Gasification Project. BOC shall cooperate with all such coordination efforts and shall take such steps as may be reasonably required for the orderly progress of the Gasification Project without interruption or disruption attributable to the acts or omissions of BOC. Coffeyville Resources and BOC shall, in general, and to the best of their ability, conduct their respective operations on or near the BOC Plant Site in such a manner as to cause no interference or disruption with the other's operations. BOC acknowledges that Coffeyville Resources intends to operate the Coffeyville Facilities twenty-four (24) hours a day, seven days a week, during the time that BOC is performing its obligations hereunder, and BOC shall undertake its obligations hereunder in a manner that does not interrupt or disrupt the operations of the Coffeyville Facilities.

SECTION 3 PURCHASE AND SALE OF PRODUCT

(a) It is anticipated that the BOC Plant will be operated on a continuous basis during the Supply Period and will produce a uniform volume of Product. From time to time Coffeyville Resources will advise BOC of the volume of Product it will purchase from BOC, such advice to be effective until new advice is given by Coffeyville Resources. Coffeyville Resources shall pay BOC for such Product in accordance with the provisions of Section 4 hereof. In the event Coffeyville Resources desires to take delivery of less Product than that amount described in Paragraph II of Exhibit A hereto, then Coffeyville Resources will continue to pay BOC for such Product in accordance with the provisions of Section 4 hereof, provided, however, that in the event that Coffeyville Resources desires to purchase less Product than that amount described in Paragraph II of Exhibit A for a period of more than twenty-four (24) hours, then the Supply Period shall be extended by that number of hours that is equal to the number of hours for which Coffeyville Resources desires to take delivery of less Product than that amount described in Paragraph II of Exhibit A, but not to exceed 180 days, and there shall be no Minimum Product Charge during such extension period.

(b) (i) During the Supply Period, BOC shall sell and deliver to Coffeyville Resources, and Coffeyville Resources shall purchase and accept from BOC, Coffeyville Resources' requirements of Product for its Gasification Project located at the Coffeyville Plant Site; provided, however, that BOC shall not be obligated to supply gaseous Oxygen Product or gaseous Nitrogen Product from the BOC Plant to Coffeyville Resources at an instantaneous flow rate in excess of the applicable rate that is stated in Paragraph II of Exhibit A or vaporized liquid Oxygen Product or vaporized liquid Nitrogen Product from the Liquid Product Storage Facility at a rate in excess of the applicable vaporization capacity set forth in Paragraph III of Exhibit A.

Delivery and transfer of title to all Product shall be made at the point where each of the Coffeyville Pipelines are connected to the corresponding BOC Pipelines.

(ii) BOC's delivery commitments to Coffeyville Resources, as stated in Paragraph 3(b) (i) above, shall be satisfied, primarily, by the delivery of gaseous Product produced at the BOC Plant; however, if the BOC Plant is not operating, or Coffeyville Resources' requirements exceed the capacity of the BOC Plant, BOC will then supply Coffeyville Resources with vaporized liquid Product delivered from the inventory of the Liquid Product Storage Facility. If requested by Coffeyville Resources, BOC will replenish the inventory of the Liquid Product Storage Facility with hauled-in liquid product to the extent available from outside sources ("Supplemental Product"). Supplemental Product shall be billed to Coffeyville Resources as set forth in Paragraphs IV and V of Exhibit G.

(iii) During the Supply Period, Coffeyville Resources shall not purchase any Oxygen Products or Nitrogen Products for any other use at the Coffeyville Plant Site from any third party except as set forth in section 3(d) below.

(c) In the event that during the Supply Period BOC elects to produce Product in excess of the amount of Product to be purchased by Coffeyville Resources hereunder for the purpose of retaining, marketing and selling such Product for its own account pursuant to Section 5 hereof, BOC shall pay Coffeyville Resources any incremental cost Coffeyville Resources incurs in order to provide sufficient quantities of those items provided by Coffeyville Resources pursuant to Section 2(f) hereof to allow BOC to produce such excess Product.

For the purposes of this Section 3(c), Coffeyville Resources' incremental costs for liquid Oxygen Product and liquid Nitrogen Product retained by BOC for its own account and sold to third parties shall be deemed paid in full upon the credit to Coffeyville Resources by BOC of the following amounts:

(**) per ton of such liquid Oxygen Product

(**) per ton of such liquid Nitrogen Product

BOC shall meter all quantities of such liquid Product on BOC's truck scales and shall calculate and provide to Coffeyville Resources all credits due to Coffeyville Resources therefor on a monthly basis. Coffeyville Resources will apply those credits against BOC's invoices for the Minimum Product Charge.

(***)

SECTION 4 PRICING AND PAYMENT

(a) Except as otherwise provided herein, Coffeyville Resources shall pay BOC in accordance with the pricing schedule set forth on Exhibit G hereto.

(b) On or before the 10th day of each month, BOC shall submit an invoice (each, a "Minimum Product Charge Invoice") to Coffeyville Resources covering the Minimum Product Charge applicable to such month. All Minimum Product Charge Invoices shall be on a net cash basis, payable by Coffeyville Resources within twenty (20) days after receipt thereof. In the event BOC has not received payment within forty (40) days of the date of a Minimum Product Charge Invoice, BOC at its sole option may assess interest thereon at an annual rate equal to the prime rate then in effect at Chase Manhattan Bank, N.A., plus two percent (2%) from and after the date such payment was due to the date when paid.

(c) On or before the 10th of each month, BOC shall submit an invoice (each, an "Other Charges Invoice") to Coffeyville Resources covering all charges and other sums other than the Minimum Product Charge, if any, applicable to the immediately preceding month as well as all Product delivered prior to such month that was not covered by a prior invoice. All Other Charges Invoices shall be on a net cash basis, payable by Coffeyville Resources within ten (10) days after receipt thereof. In the event BOC has not received payment within thirty (30) days of the date of an Other Charges Invoice, BOC at its sole option may assess interest thereon at an annual rate equal to the prime rate then in effect at Chase Manhattan Bank, NA, plus two percent (2%) from and after the date such payment was due to the date when paid.

(d) From time to time during the term of this Agreement, BOC shall have the right to increase the applicable unit prices for liquid Products in the pricing schedule set forth on Exhibit G hereto pursuant to this Section 4(d) by giving Coffeyville Resources written notice thereof. Said increased prices shall become effective thirty (30) days after the date of said notice; provided, however, that if (***)

(e) During the Supply Period, Coffeyville Resources will provide a monthly credit to BOC for Lost Liquid Production (as "Lost Liquid Production" is defined below). The credit shall be calculated on a monthly basis using the following formula:

$$((***)/ton)[(Operating Days in Month)(120) - (Actual Tons Liquid Production)] = \text{Credit}$$

and will be capped at (***) in any single month. The (***)/ton price and (***)/month cap will adjust (up or down) on a monthly basis based upon the actual total power cost as billed to Coffeyville Resources by the City of Coffeyville, Kansas (expressed as \$/KWH) compared to the actual total power cost in June 2005 (expressed as \$/KWH). The actual total power cost in June

2005 was \$.03965/KWH. As an example, attached as Exhibit K is the adjustment calculation per this paragraph for July 2005. For purposes of this Section 4(e), the following terms shall have the meanings set forth below:

- (i) "Operating Day" shall mean hours of operation in any calendar day during which BOC is providing all Products at the purity volumes and pressures provided for herein divided by 24.
- (ii) "Liquid Production" shall mean the sum of liquid Nitrogen Product and liquid Oxygen Product as determined by BOC scale tickets.
- (iii) "Lost Liquid Production" shall mean Liquid Production which is not realized by BOC solely due to the supply of High Pressure Air Product by BOC to Coffeyville Resources pursuant to this Agreement.

SECTION 5 ARGON, CO₂ BYPRODUCT AND OTHER BYPRODUCTS

(a) During the Supply Period, BOC shall be entitled to retain, market and sell for its own account: (i) all Argon produced by the BOC Plant; (ii) all CO₂ Byproduct, except to the extent retained by Coffeyville Resources or its affiliates and except to the extent otherwise provided in or pursuant to Section 5(b) herein; and (iii) all other byproducts and other industrial gases, in liquid or gaseous form, produced by the BOC Plant, including Product in excess of BOC's obligations to supply same to Coffeyville Resources hereunder. BOC shall be solely responsible for the proper disposal, in accordance with all applicable Environmental Laws and Permits of any and all byproducts and other emissions and wastes generated by the BOC Plant (including from CO₂ Byproduct delivered to BOC) other than Products delivered to Coffeyville Resources hereunder. Except as permitted by Section 5(b) herein, Coffeyville Resources agrees that it will not sell or deliver CO₂ Byproduct to anyone other than BOC, its affiliates and affiliates of Coffeyville Resources.

(b) Subject to Paragraph 5(a) above, BOC and Coffeyville Resources hereby agree as follows:

(***)

(***)

SECTION 6 TAXES

(a) Coffeyville Resources shall pay the amount of all Federal, state and local taxes, however denominated (except taxes on BOC's net income or for its general privilege to conduct business in any state), arising in connection with the production, sale or delivery of any Product hereunder, including, without limitation, all real and personal property taxes (and any payments associated with such taxes) applicable to the Facilities, or any part thereof. BOC agrees to use its commercially reasonable best efforts to secure such exemptions from real and personal property taxes as may be available now and from time to time with respect to the BOC Facilities. BOC will cooperate with Coffeyville Resources should Coffeyville Resources desire to contest any sales or other tax assessed by any governmental unit, all at Coffeyville Resources' expense.

(b) In the event that any tax covered by this Section 6 should be assessed against and paid by a party other than the party required hereunder to pay such tax, such other party shall promptly reimburse such party for such payment

(c) Upon request, a properly completed exemption certificate (where appropriate) for any tax from which a party claims exemption shall be provided to the other party.

SECTION 7 PRODUCT SPECIFICATIONS

BOC warrants that all Products and gas sold and delivered to Coffeyville Resources under this Agreement shall conform to the product specifications set forth in Paragraph I of Exhibit A hereto. THE WARRANTY SET FORTH IN THIS PARAGRAPH 7 IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND OR

NATURE, EXPRESS OR IMPLIED, IN FACT OR BY LAW, RESPECTING THE PRODUCTS AND GAS SOLD TO COFFEYVILLE RESOURCES.

SECTION 8 CLAIMS

Written notice of all claims having anything to do with any Products delivered by BOC to the Coffeyville Pipelines or for failure to make timely delivery, shall be made within forty-five (45) days of such delivery, or of the date on which such delivery was to have been made, as the case may be. Written notice of all claims with respect to billing matters shall be made within one (1) year of the date of the relevant invoice. Failure by Coffeyville Resources to give such written notice within such time shall constitute a complete defense for BOC against such claims by Coffeyville Resources, except as otherwise specifically provided in Section 9 hereof.

SECTION 9 ALLOCATIONS OF RESPONSIBILITY

- (a) BOC shall bear the risk of loss with respect to all Product until Product is delivered by BOC to Coffeyville Resources under Section 3(b) hereof, at which time risk of loss shall pass to Coffeyville Resources.
- (b) Coffeyville Resources acknowledges that there are hazards associated with the use of Product. BOC will provide Coffeyville Resources with Material Safety Data Sheets setting forth the general hazards and safety information relating to Product. Coffeyville Resources hereby assumes all responsibility for warning its employees and its independent contractors exposed to Product of all such hazards and shall hold harmless and indemnify BOC from and against all liability arising from any failure to make such warnings, such indemnification to be subject to the provisions of Sections 19(e) and 19(f) hereof. BOC shall promptly notify Coffeyville Resources of any additional hazards of which BOC may, from time to time, become aware.
- (c) Final determination of the suitability of the Product (assuming such Product conforms to the specifications and other requirements of this Agreement) for any use contemplated by Coffeyville Resources is the sole responsibility of Coffeyville Resources, and BOC shall have no responsibility in connection therewith. Coffeyville Resources shall avail itself of testing devices to determine the purity of Product before Coffeyville Resources uses it at Coffeyville Resources' discretion, but no error in, or failure to make, any such test shall impair any right on the part of Coffeyville Resources to pursue its remedies for breach of warranty hereunder.
- (d) BOC shall obtain, comply with and preserve in full force and effect all Permits necessary for the maintenance and operation of the BOC Facility. BOC shall cause all such Permits to be made available for inspection by Coffeyville Resources. Coffeyville Resources shall cooperate with BOC in obtaining and preserving all Permits necessary for the maintenance and operation of the BOC Facility and shall reimburse BOC for the actual cost of such Permits. BOC shall cooperate with Coffeyville Resources in obtaining and preserving any Permits necessary for the maintenance and operation of the Coffeyville Facilities. Prior to obtaining any Permit necessary for the maintenance or operation of the BOC Facility, BOC shall give

Coffeyville Resources notice thereof. If obtaining any Permit necessary for the maintenance or operation of the BOC Facility would have the direct or indirect effect of impairing Coffeyville Resources' ownership, maintenance, operation and/or reasonably contemplated expansion of the Coffeyville Facilities, Coffeyville Resources shall give BOC notice thereof; and the parties shall cooperate to arrive at a fair and equitable resolution of such impairment.

(e) BOC agrees to make such modifications to the BOC Facility as are required by governmental agencies or authorities, by the modification or change in interpretation of any applicable laws or Permits, or by the enactment or adoption of any new laws, so as to ensure that BOC's maintenance and operation of the BOC Facility and Coffeyville Resources' ownership, maintenance and operation of the Coffeyville Facilities, are in compliance therewith.

(f) Other than any termination right Coffeyville Resources may have pursuant to the provisions of Section 13 hereof, Coffeyville Resources' exclusive remedy for each unexcused failure on the part of BOC to deliver gaseous Product produced at the BOC Plant to Coffeyville Resources when required hereunder (including the delivery of gas that does not conform to the product specifications set forth in Paragraph I of Exhibit A hereto), whether or not such failure was caused, in whole or in part by any negligence, shall be to receive an abatement of the fees (together with any then applicable price adjustment) which Coffeyville Resources would otherwise have been obligated to pay to BOC pursuant to Section 4(a) of this Agreement from the date such failure occurs until such time as BOC resumes delivery of gaseous Product as required hereunder and all Products so delivered conform to the product specifications set forth in Paragraph I of Exhibit A hereto.

(g) Other than any termination right Coffeyville Resources may have pursuant to the provisions of Section 13 hereof, Coffeyville Resources' exclusive remedy for each unexcused failure on the part of BOC to deliver liquid Product from the Liquid Product Storage Facility or vaporized liquid product to Coffeyville Resources when required hereunder, whether or not such failure was caused, in whole or in part by any negligence, shall be to recover from BOC the difference between the cost to Coffeyville Resources of any reasonable purchase of Product in substitution for the Product that BOC so failed to deliver and the price of such quantity of Product hereunder, increased by any expenses incurred by Coffeyville Resources in connection with the procurement of the substitute Product and reduced by any expenses saved by Coffeyville Resources due to procurement of the substitute Product.

(h) Other than any termination right Coffeyville Resources may have pursuant to the provisions of Section 13 hereof, Coffeyville Resources' exclusive remedy for each unexcused failure or act on the part of BOC whereby liquid product or vaporized liquid product that does not conform to the product specifications set forth in Paragraph I of Exhibit A hereto is delivered from the Liquid Product Storage Facility to Coffeyville Resources, whether or not such failure or act was, in whole or in part, negligent, shall be to receive a refund of the price of such quantity of non-conforming product, or the replacement thereof with Product that does conform to said product specifications at no additional charge to Coffeyville Resources.

(i) Except to the extent that BOC's rights and obligations are materially adversely affected thereby, BOC shall provide all documents, reports, acknowledgments, consents to

assignments, certifications and other information reasonably requested by any person or entity, or group of persons or entities, extending credit or making any financial accommodations directly or indirectly to Coffeyville Resources, or for Coffeyville Resources' benefit, for purposes of financing or refinancing in any manner any costs or expenses related to the construction, commissioning or operation of all or any part of the Gasification Project (each, a "Finance Party"). BOC shall cooperate with all Finance Parties to the fullest extent possible. BOC shall also enter into such amendments to this Agreement as Coffeyville Resources may reasonably request in order to comply with any requirements imposed by any Finance Party to the extent that BOC's rights and obligations are not materially adversely affected thereby.

SECTION 10 METERS

BOC shall install and maintain such metering as may be necessary hereunder. Such metering shall be inspected by BOC for accuracy at least once per year. In addition, such metering shall also be inspected and tested for accuracy at such other times as either party may reasonably elect. Coffeyville Resources shall be notified of the times such tests are to be made and may observe such tests. BOC shall bear the cost of all such tests, except those requested by Coffeyville Resources that show that the meter tested was accurate within two percent (2%). If any meter is found to be inaccurate by more than two percent (2%), any billings based on such meter shall be adjusted to offset such inaccuracy with respect to only those deliveries made during the thirty (30) day period prior to such test or during the latter half of the period of time since the said meter was last previously tested, whichever period of time is shorter.

SECTION 11 EXCUSED NON-PERFORMANCE

(a) Any failure, in whole or in part, by either party timely to perform any obligation on its part to be performed under this Agreement (except the obligation to pay monies when due) shall be excused to the extent that such failure is caused by any circumstance which is not within the reasonable control of the party whose performance is prevented, restricted or otherwise interfered with, including without limitation, by any act of God, flood, storm, earthquake, fire, explosion, strikes, lockouts, industrial disputes or disturbances or other labor difficulty (regardless of the reasonableness of the demands of labor or the power of the party concerned to concede), riot, war, blockades, civil disorder, equipment breakdown or malfunction that was unavoidable through proper maintenance, failure of product machinery or transportation facilities that was unavoidable through proper maintenance, failure of or interference with utilities or other sources of supply, accident or by any order, request or decree of any governmental body or agency (each, a "Force Majeure"). Upon the occurrence of a Force Majeure, the party affected thereby shall give prompt written notice thereof to the other party.

(b) Each time that, due to any Force Majeure, BOC delivers less Product than is required by Coffeyville Resources under Section 3(a) or Coffeyville Resources is unable to take any Product for five (5) or more consecutive full days, that portion of the Minimum Product Charge (together with any then applicable price adjustment) which Coffeyville Resources would otherwise have been obligated to pay to BOC pursuant to this Agreement that is apportionable to such full days shall be abated. (Said number of full days shall be determined by dividing twenty-four into the number of hours during which any such failure to deliver continued and

disregarding any fractional remainder). If either BOC or Coffeyville Resources so elects in writing, the Supply Period shall be extended for two times the number of full days with respect to which such Minimum Product Charge was so abated.

(c) Subject to BOC's obligations pursuant to Paragraph 2(1) hereof, BOC shall perform routine maintenance (scheduled and unscheduled) on the BOC Facility in accordance with generally accepted industry practices, and any such maintenance shall not be deemed a breach under this Agreement.

SECTION 12 PRICE ADJUSTMENTS

Annually during the Supply Period, the Minimum Product Charge and the unit prices for gaseous Product purchased by Coffeyville Resources hereunder shall be subject to price adjustment by BOC as set forth in Exhibit B hereto.

SECTION 13 TERM

(a) This Agreement shall be in effect from the date first set forth above to the expiration or termination of the Supply Period.

(b) Either party shall have the right to terminate this Agreement in accordance with this Section 13(b) at any time in the event the other party fails to perform any material obligation hereunder for reasons other than a Force Majeure or as a direct result of a breach by the other party (a "Material Breach"). If either party (the "Other Party") considers the other party (a "Breaching Party") to have committed a Material Breach, the Other Party may give to the Breaching Party a notice of Material Breach stating the act or circumstances contended to be a Material Breach and the section of the Agreement alleged to have been breached, and demanding that the Material Breach be cured. If the Breaching Party fails to cure the Material Breach within thirty (30) days after receipt of the notice of Material Breach, the Other Party may terminate this Agreement upon thirty (30) days' notice to the Breaching Party. If the nature of the Material Breach is such that it cannot be cured in thirty (30) days but a cure is commenced during such thirty (30) day period and diligently pursued thereafter, then such cure must be completed within 180 days from the date of notice of Material Breach, or the Other Party may terminate this Agreement on notice at any time after the expiration of such 180-day period unless such breach is then cured.

(c) Either party shall have the right to terminate this Agreement upon written notice to the other party upon (i) any failure by the other party to satisfy any final judgment, decree or order against the other party which has not been stayed or appealed within thirty (30) days after the entry thereof and which would materially adversely affect the other party's ability to perform its obligations under this Agreement if not so satisfied, stayed or appealed, or (ii) the other party shall (A) be or become insolvent or generally fail to pay its debts as they become due, or (B) voluntarily file a petition in bankruptcy or for reorganization under the United States Bankruptcy Code, or (C) have filed involuntarily against it a petition in bankruptcy or for reorganization under the United States Bankruptcy Code, which petition has not been stayed or dismissed within sixty (60) days after the filing thereof, or (D) voluntarily initiate any act, process or

proceeding under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors, or (E) have initiated involuntarily against it any act, process or proceeding under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors; which act, process or proceeding has not been stayed or dismissed within sixty (60) days after the initiation thereof, or (iii) the other party is a party to any merger or consolidation in which it is not the surviving entity or is dissolved or liquidated.

(d) In the event that this Agreement is terminated by Coffeyville Resources pursuant to Section 13(b) or 13(c) hereof, Coffeyville Resources shall have the right and option to purchase the Facilities on an “as is” and “where is” basis from BOC at the applicable purchase price listed on Exhibit H hereto (such option shall be referred to herein as the “Option”). The term of the Option shall commence on the date of such termination and shall expire 180 days thereafter. Coffeyville Resources may exercise the Option by providing written notice to BOC of its election to exercise the Option. In the event that Coffeyville Resources elects to exercise the Option, BOC shall sell and convey to Coffeyville Resources, and Coffeyville Resources shall purchase from BOC, the Facilities. The closing of the purchase of the Facilities shall take place on a mutually agreeable business day within sixty (60) days following the date BOC receives Coffeyville Resources’ notice of its election to exercise the Option. At the closing, Coffeyville Resources shall pay BOC the purchase price (as calculated above), and BOC shall transfer and assign the Facilities to Coffeyville Resources and shall deliver to Coffeyville a bill of sale and such other appropriate instruments of transfer and physical possession as shall, in the reasonable opinion of counsel for Coffeyville Resources, be effective to vest in Coffeyville Resources good and marketable title to the Facilities.

SECTION 14 ASSIGNMENT

This Agreement is not assignable by either BOC or Coffeyville Resources except upon the written consent of the other party; provided, however, that such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Coffeyville Resources may assign this Agreement as contemplated or required by its financing scheme or to an affiliate without the consent of BOC so long as BOC’s rights and obligations are not materially adversely affected thereby. The Parties agree that for purposes of this Section 14, BOC’s rights and obligations shall not be deemed to be materially adversely affected by an assignment so long as Coffeyville Resources remains secondarily liable under this Agreement following such assignment.

SECTION 15 NOTICES

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given if delivered personally or sent by telex, telecopy, facsimile transmission or certified mail (postage prepaid, return receipt requested), addressed as provided below. Until another address or addresses shall be furnished in writing by either party, notices to BOC shall be given in duplicate, addressed as follows:

The BOC Group, Inc.
575 Mountain Avenue
Murray Hill, NJ 07974
Attention: General Counsel

And a copy also sent to:

BOC Gases
575 Mountain Avenue
Murray Hill, NJ 07974
Attention: Vice President — Product Management

and notices to Coffeyville Resources shall be addressed as follows:

Coffeyville Resources Nitrogen Fertilizers, LLC
10 East Cambridge Circle Drive
Suite 250
Kansas City, Kansas 66103
Attention: Chief Operating Officer

And a copy also sent to:

Coffeyville Resources Nitrogen Fertilizers, LLC
P.O. Box 5000
701 E. Martin Street
Coffeyville, Kansas 67337
Attention: Plant Manager

SECTION 16 GENERAL REPRESENTATIONS AND WARRANTIES

(a) Each of the parties hereto make the following representations and warranties to the other party hereto, each of which is true and correct on the date hereof:

- (i) Such party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the state of its organization, and is duly qualified to transact business in the State of Kansas.
- (ii) Such party has the corporate power to execute and deliver this Agreement and to carry out the transactions contemplated hereby, and perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not violate, nor constitute a breach or default under, the constituent documents of such party or any provision of any

mortgage, lien, lease, agreement, instrument, order, judgment, decree, law, Permit or other restriction of any kind or character to which such party is subject.

(iii) There is no claim, litigation or proceeding pending or, to the best knowledge of such party, threatened against such party which, if decided adversely to such party, would preclude it from consummating the transactions contemplated hereby or performing the obligations hereunder or would subject the other party to any liability.

(iv) This Agreement has been duly authorized, executed and delivered by such party and is valid, binding and enforceable against it in accordance with its terms.

(b) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY HAS MADE ANY WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 17 CONFIDENTIALITY

The parties acknowledge and agree that to the extent either party receives any proprietary or confidential information regarding operations of the other ("Confidential Information"), such Confidential Information represents valuable information to the party disclosing such Confidential Information (the "Disclosing Party"), and the party receiving such Confidential Information (the "Receiving Party") agrees (a) not to disclose any Confidential Information of the Disclosing Party to any third party without the written consent of the Disclosing Party, (b) not to use any Confidential Information of the Disclosing Party for any purpose, other than to accomplish the transactions contemplated under this Agreement, without the prior written consent of the Disclosing Party, (c) to limit access to the Disclosing Party's Confidential Information to the Receiving Party's employees who are directly involved with the transactions described in this Agreement, (d) to inform each employee to whom the Disclosing Party's Confidential Information is disclosed of the restrictions as to the use and disclosure of such confidential Information and to ensure that each such employee shall observe such restrictions, and (e) to return all of the Disclosing Party's Confidential Information upon termination of this Agreement. The restrictions on use and disclosure described above shall not apply to information that (i) was known to either party prior to disclosure by the other party, (ii) is or becomes part of the public knowledge or literature, through no fault of the party to which it was disclosed, (iii) is subsequently received as a matter of right without restriction or disclosure from a third party lawfully having possession thereof, or (iv) in the reasonable opinion of counsel to the Disclosing Party, is required to be disclosed by applicable law or regulation, by order of court or other governmental authority, or pursuant to any listing agreement with, or the rules or regulations of any national securities exchange on which securities of such party are listed or traded; provided, however, that prior to any such disclosure, the Receiving Party shall provide the Disclosing Party with reasonable notice and an opportunity to dispute or otherwise object to the required disclosure.

SECTION 18 RESOLUTION OF DISPUTES

Except as otherwise specifically provided herein, the parties will in good faith attempt to resolve promptly and amicably any dispute (which term includes the failure to reach any agreement or grant any approval contemplated hereunder) between the parties arising out of or relating to this Agreement pursuant to this Section 18. In the event that a party to this Agreement has reasonable grounds to believe that the other party hereto has failed to fulfill any obligation hereunder, that its expectation of receiving due performance under this Agreement may be impaired, or that any other type of dispute between the parties arising out of or relating to this Agreement exists, such party will promptly notify the other in writing of the substance of its belief. The party receiving such notice must respond in writing within thirty (30) of receipt of such notice, which response must (i) provide evidence of cure of the condition specified or provide an explanation of why it believes that its performance is in accordance with the terms and conditions of this Agreement, and (ii) specify three (3) proposed dates, all of which must be within thirty (30) days from the date of the response, for a meeting to resolve the dispute. The claiming party will then select one (1) of the three (3) dates, and a dispute resolution meeting will be held on that date, which meeting shall be attended by a representative of each party with the power to settle the dispute and at which time the representatives shall engage in good faith discussions in an effort to resolve the dispute. If such representatives fail to resolve the dispute at such meeting, they will work together to resolve the dispute for a fifteen (15) day period following the meeting. If the dispute is not resolved within such fifteen (15) day period, the representatives shall refer the matter to the two individuals with primary operational responsibility for the respective parties at the level immediately subordinate to the respective chief executive officers of the parties. If such individuals fail to resolve the dispute within thirty (30) days, despite good faith attempts to do so, the parties will be free to pursue the remedies allowed under applicable law without prejudice. Regardless of the nature of the dispute that exists between the parties, both parties must continue to perform their obligations under this Agreement during any dispute resolution efforts.

SECTION 19 INDEMNIFICATION

(a) BOC agrees to indemnify and hold Coffeyville Resources, its directors, officers, agents, employees, subsidiaries and affiliates (collectively, "Coffeyville Entities") harmless from and against any and all claims, demands, judgments, liabilities or expenses for injury, sickness, disease or death to employees or other persons, or damage to property (subject to the limitations of Section 19(f) hereof) arising out of or in any way connected with BOC's design, engineering, construction, installation, operation or maintenance of the BOC Facility or failure to comply with applicable laws or Permits related thereto or breach of any of the provisions of this Agreement. BOC agrees to defend, on behalf of the Coffeyville Entities, any suits, actions or proceedings arising out of or in any manner connected with any of the aforesaid causes and to reimburse the Coffeyville Entities for reasonable attorneys' fees, settlements, losses, damages, satisfactions, costs or other expenses incurred by the Coffeyville Entities arising out of or in any manner connected with such suits, actions or proceedings. BOC's obligation to indemnify, defend, reimburse and hold the Coffeyville Entities harmless shall extend to and include, but not be limited to, claims, demands, judgments, liabilities and expenses resulting from the personal injury, sickness, disease or death of any persons, regardless of whether BOC has paid the person

under the provisions of any workers' compensation statute or law, or other similar federal or state legislation for the protection of employees. BOC's indemnification obligations hereunder shall exclude any liabilities (i) arising from any breach for which exclusive remedies are otherwise provided hereunder or (ii) to the extent caused by the negligence of Coffeyville Resources, its employees, agents or subcontractors.

(b) BOC shall, at its sole expense, defend any claims, suits, actions or proceedings brought against the Coffeyville Entities based on a claim that the design, engineering, construction, installation, operation or maintenance of the Facilities or the use of any equipment, process or technology, or any part thereof, furnished or manufactured by BOC or any of BOC's agents or subcontractors under this Agreement constitutes any infringement of U.S. patents or copyrights or constitutes an improper use of any other proprietary rights (except where such infringement or improper use is caused by the use of the Facilities in combination with any other equipment or process not supplied by, on behalf, or at the request of BOC or any of BOC's agents or subcontractors or previously agreed in writing by BOC) (an "Alleged Infringement"), and BOC shall pay all damages and costs awarded by a court of competent jurisdiction unappealed or unappealable against Coffeyville Resources, provided that BOC is notified promptly in writing of any such claim (except that the failure to promptly provide such notice shall not release BOC from such obligations except to the extent BOC is materially prejudiced thereby), shall be given adequate authority, information and assistance for the defense of same and shall have the full control of the defense of any such suit, action or proceeding. BOC's obligation to pay damages and costs under the foregoing sentence shall only apply to the extent the Alleged Infringement is caused by BOC. Coffeyville Resources shall have the right to participate at its own expense. BOC agrees to reimburse the Coffeyville Entities for any claims, settlements, losses, damages, satisfactions, costs or other expenses incurred by the Coffeyville Entities arising out of or in any manner connected with such claims, suits, actions or proceedings, to the extent the Alleged Infringement is caused by BOC. At BOC's option, and at its expense, BOC may: (a) procure the right to continue using the Facilities as contemplated under this Agreement; or (b) replace the Facilities with non-infringing equipment (or modify the Facilities), provided that such replaced or modified Facilities shall not differ functionally from the original Facilities in any material way.

(c) Coffeyville Resources agrees to indemnify and hold BOC, its directors, officers, agents, employees, subsidiaries and affiliates (collectively, "BOC Entities") harmless from and against any and all claims, demands, judgments, liabilities and expenses for injury, sickness, disease or death to employees or other persons, or damage to property owned by parties other than BOC Entities, arising out of or in any way connected with Coffeyville Resources' design, engineering, construction, installation, operation or maintenance of the Coffeyville Facilities or failure to comply with applicable laws or Permits related thereto or breach of any of the provisions of this Agreement. Coffeyville Resources agrees to defend, on behalf of the BOC Entities, any suits, actions or proceedings arising out of or in any manner connected with any of the aforesaid causes and to reimburse the BOC Entities for reasonable attorneys' fees, settlements, losses, damages, satisfactions, costs or other expenses incurred by the BOC Entities arising out of or in any manner connected with such suits, actions or proceedings. Coffeyville Resources' obligation to indemnify, defend, reimburse and hold the BOC Entities harmless shall extend to and include, but not be limited to, claims, demands, judgments, liabilities and expenses

resulting from the personal injury, sickness, disease or death of any persons, regardless of whether Coffeyville Resources has paid the person under the provisions of any workers' compensation statute or law, or other similar federal or state legislation for the protection of employees. Purchaser's indemnification obligations hereunder shall exclude any liabilities (i) arising from any breach for which exclusive remedies are otherwise provided hereunder or (ii) to the extent caused by the negligence of BOC, its employees, agents or subcontractors.

(d) Each Party agrees to defend, indemnify, and hold harmless the other Party from any loss, expense, claim, liability, demand or judgment arising out of or resulting from bodily injury to its employees while on property controlled by, and with the permission of, the other Party, except to the extent caused by the negligence of the other Party, its employees, agents or subcontractors.

(e) A party entitled to indemnification under any provision of this Agreement is referred to herein as an "Indemnified Party," and a party required to provide such indemnification is referred to herein as an "Indemnifying Party." Promptly after receipt by an Indemnified Party of notice of the commencement of any action or the making of any claim, such Indemnified Party will, if a claim in respect thereof is to be made against the Indemnifying Party, notify the Indemnifying Party in writing thereof. In case any such action or claim is brought against any Indemnified Party, and it notifies the Indemnifying Party of the commencement or making thereof, the Indemnifying Party will be entitled to participate therein and, to the extent that the Indemnifying Party may elect by written notice to the Indemnified Party promptly after receiving the aforesaid notice from such Indemnified Party, to assume the defense thereof. Upon receipt of notice from the Indemnifying Party to such Indemnified Party of its election so to assume the defense of such action or claim, the Indemnifying Party will not be liable to such Indemnified Party under such indemnification for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof.

(f) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR DAMAGES DUE TO LOSS OF USE OF A FACILITY OR INDIRECT OR CONSEQUENTIAL DAMAGES CAUSED BY OR ARISING OUT OF, IN WHOLE OR IN PART, ANY NEGLIGENT ACT OR OMISSION.

SECTION 20 INSURANCE

BOC, at its sole cost and expense, shall secure and maintain during the term of this Agreement, the following minimum insurance coverage with respect to the BOC Plant and its operations:

- (1) Workers' compensation insurance which fully complies with applicable workers' compensation and occupational disease laws and which shall cover all of BOC's employees performing services in connection with matters contemplated by this Agreement. BOC shall obtain and provide to Coffeyville Resources a valid waiver of any right of subrogation against Coffeyville Resources or its employees

for any injury or death to a person covered by or compensated under BOC's workers' compensation insurance, which waiver shall be executed by each of BOC's workers' compensation insurance carriers.

- (2) Employer's liability insurance with limits of not less than \$1,000,000 per occurrence.
- (3) Comprehensive commercial general liability insurance including products and completed operations, broad form property damage and broad form contractual liability, with a limit for bodily injury or death of not less than \$10,000,000 per occurrence and a limit for property damage of not less than \$10,000,000 per occurrence, or a combined single limit for bodily injury, death and property damage of not less than \$10,000,000 per occurrence. The annual aggregate limit shall not be less than \$20,000,000. Coffeyville Resources shall be listed as an additional insured on such policies.
- (4) Automobile liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$2,000,000 per occurrence.
- (5) Property insurance for loss or damage to any property of BOC located within the Facilities, with limits of not less than \$20,000,000.
- (6) Such other insurance as required by law.

BOC shall obtain and provide to Coffeyville Resources a valid waiver of any right of subrogation against Coffeyville Resources for damage to any property of BOC covered by BOC's property insurance, which waiver shall be executed by each of BOC's property insurance carriers. Similarly, Coffeyville Resources shall obtain and provide to BOC a valid waiver of any right of subrogation against BOC for damage to the property of Coffeyville Resources covered by Coffeyville Resources' property insurance, which waiver shall be executed by each of Coffeyville Resources' property insurance carriers. The insurance requirements listed above are the minimum requirements that are acceptable to Coffeyville Resources as of the date hereof and shall not be considered indicative of the ultimate amounts and types of insurance needed by BOC. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve BOC from its obligations under this Agreement. Upon request of Coffeyville Resources, BOC shall promptly furnish Coffeyville Resources certificates of insurance on forms reasonably approved by Coffeyville Resources listing all policies required of BOC above. Such certificates must provide for not less than 30 days' prior written notice to Coffeyville Resources in the event of cancellation, nonrenewal or material change of any of such policies.

SECTION 21 TAKING & CASUALTY

(a) In the event that the Facilities, or any material part thereof, shall be taken by any public authority or for any public use, or by the action of any public authority, then this Agreement may be terminated at the election of either BOC or Coffeyville Resources. Such

election shall be made by the giving of notice by one party to the other within thirty (30) days after the right of election accrues. For purposes of this subsection (a), what constitutes a "material part" of the Facilities shall be reasonably determined by BOC.

In the event of such a taking, Coffeyville Resources shall be entitled to the entire award, except that BOC shall be entitled to receive any portion of the award made specifically for damages sustained to BOC's equipment, trade fixtures, moving expenses, the unamortized cost of its leasehold improvements, or loss of any portion of its business.

If neither BOC nor Coffeyville Resources exercises any right of election provided in this subsection (a), this Agreement shall continue in full force and effect and BOC shall proceed to diligently and expeditiously repair or rebuild the Facilities to as nearly as possible the same condition as prior to the taking; provided, however, that the Minimum Product Charge (together with any then applicable price adjustment) which Coffeyville Resources would otherwise have been obligated to pay to BOC pursuant to this Agreement shall be abated from the date of the taking until such time as the Facilities are so repaired or rebuilt. To the extent that the awards or payments are insufficient to repair or rebuild the Facilities, BOC shall bear all excess costs of repairing and rebuilding the Facilities.

(b) In the event that the Facilities, or any material part thereof, shall be destroyed or damaged by fire or casualty, and such destruction or damage is so severe that, based on any reasonable estimates (which BOC shall deliver to Coffeyville Resources within thirty (30) days of such destruction or damage), the Facilities cannot be placed in proper condition for use within sixteen (16) months of the date of the fire or casualty, then this Agreement may be terminated at the election of BOC or Coffeyville Resources. Such election shall be made by the giving of notice by one party to the other within sixty (60) days after the right of election accrues. For purposes of this subsection (b), what constitutes a "material part" of the Facilities shall be reasonably determined by BOC.

In the event of termination pursuant to this subsection (b), BOC shall be entitled to the entire sum of insurance proceeds attributable to the buildings, fixtures and other property which is not owned by Coffeyville Resources, which proceeds are received by either BOC or Coffeyville Resources in connection with the fire or other casualty. BOC shall be entitled to receive the proceeds of any insurance purchased by BOC to cover its personal property, equipment and business operations.

If neither BOC nor Coffeyville Resources exercises any right of election provided in this subsection (b), this Agreement shall continue in full force and effect and BOC shall proceed to diligently and expeditiously repair or rebuild the Facilities to as nearly as possible the same condition as prior to the taking, damage or destruction, provided, however, that the Minimum Product Charge (together with any then applicable price adjustment) which Coffeyville Resources would otherwise have been obligated to pay to BOC pursuant to this Agreement shall be abated from the date of the fire or casualty until such time as the Facilities are so repaired or rebuilt. To the extent that the proceeds of insurance are insufficient to repair or rebuild the Facilities, BOC shall bear all excess costs of repairing and rebuilding the Facilities.

SECTION 22 LIAISONS

BOC and Coffeyville Resources shall each appoint and notify the other of a representative who shall be responsible for coordination and liaison between the parties. Either party may change its representative upon written notice to the other party.

SECTION 23 GENERAL PROVISIONS

(a) The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement or of any provision hereof.

(b) All of the Exhibits attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

(c) This Agreement, and the Settlement Agreement and Mutual Release which the parties have entered into contemporaneously herewith, set forth the entire agreement between BOC and Coffeyville Resources with respect to the production, purchase and sale of Product for use at the Coffeyville Facilities. This Agreement supersedes and cancels all prior and contemporaneous agreements and understandings between the parties, whether oral or written, relating to the subject matter hereof, including, without limitation, (a) that certain letter agreement between BOC and Farmland Industries, Inc., dated May 14, 1997; (b) the December 3, 1997 On-Site Product Supply Agreement between The BOC Group, Inc. and Farmland Industries, Inc.; (c) Amendment No. 1 to the On-Site Product Supply Agreement between The BOC Group, Inc. and Farmland Industries, Inc., dated December 31, 1999 and (d) that certain letter agreement between BOC and Coffeyville Resources dated August 31, 2005.

(d) No amendment, modification, change, waiver or discharge of, or addition to, any provision of this Agreement shall be effective unless the same is in writing and is signed or otherwise assented to in writing by an authorized individual on behalf of each party, and unless such writing specifically states that the same constitutes such an amendment, modification, change, waiver or discharge of, or addition to, one or more provisions of this Agreement.

(e) The parties may, from time to time, use purchase orders, acknowledgments or other instruments to order, acknowledge or specify delivery times, suspensions, quantities or other similar specific matters concerning the Product or relating to performance hereunder, but the same are intended for convenience and record purposes only and any provisions which may be contained therein are not intended to (nor shall they serve to) add to or otherwise amend or modify any provision of this Agreement, even if signed or accepted on behalf of either party with or without qualification.

(f) If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby and it is the intention of the parties that any such provision be reformed so as to make it enforceable to the maximum extent permissible under applicable law.

(g) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SAID STATE. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought exclusively in the courts of the State of Kansas or of the United States of America for the District of Kansas, and, by execution and delivery of this Agreement, the parties hereto hereby accept, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

(i) The parties will comply with all applicable law and regulations in the performance of this Amended and Restated On-Site Product Supply Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

THE BOC GROUP, INC.

By: /s/ Trevor Burt
Name: Trevor Burt
Title: PRESIDENT
Date: 13 JUNE 06

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC

By: /s/ Stanley A. Riemann
Name:
Title: C.O.O.
Date: 6/9/06

EXHIBIT A

CERTAIN SPECIFICATIONS, CAPABILITIES AND CAPACITIES

The product specifications set forth below specify normal operating specifications and, accordingly, the parties agree that delivery of Product not meeting the indicated specifications shall not be deemed a breach by BOC and BOC shall not be required to shut down the BOC Plant unless Coffeyville Resources expressly instructs BOC to do so in writing.* From time to time Coffeyville Resources may instruct BOC to decrease the normal operating specifications for Product by written notice, accepted by BOC.

*except as otherwise set forth below for Nitrogen Product

I. Product Specifications

A. Purity:

Oxygen Product: 99.60 mol.% (normal operating)

Nitrogen Product, with inerts:

99.99 mol.%

not more than 5 ppm of oxygen (normal operating, 10 ppm trip point)

CDA Product: Dew point -40°F (normal operating)

High Pressure Air Product: Dew Point -40°F (normal operating)

B. Pressure at BOC Plant Battery Limits:

To the Gasification Project:

gaseous Oxygen Product: 850 psig ± 10 psi

gaseous Nitrogen Product: 500 psig ± 10 psi

CDA Product: 135 psig ± 10 psi

High Pressure Air Product: 900 psig ± 10 psi

To the adjacent refinery facility owned by Coffeyville Resources Refining & Marketing LLC or its successors or assigns (the "Refinery"):

gaseous Nitrogen Product: 200 psig ± 10 psi

gaseous Oxygen Product: 70 psig ± 10 psi

Notwithstanding that the above referenced Products may ultimately be used by the Refinery, it is strictly understood that BOC's delivery hereunder is fulfilled by delivery to Coffeyville Resources at the point where each of the Coffeyville Pipelines are connected to the corresponding BOC Pipelines.

II. Production and Delivery Capabilities:

- A. High-Pressure (850 +/-10 psig) gaseous Oxygen Product:
(**) scf per hour (maximum instantaneous flow rate at 14.3 psia and 105°F dry bulb and 78°F wet bulb and cooling water at 85°F).
- B. Low Pressure (70 +/- 5 psig) gaseous Oxygen Product to Refinery:
(**) scf per hour (maximum instantaneous flow rate at 14.3 psia and 105°F dry bulb and 78°F wet bulb and cooling water at 85°F)
- C. High-Pressure Air Product (900 +/-10 psig) for use in Urea Process #1 Decomposer Exchanger:
(**) scf per hour (maximum instantaneous flow rate at 14.3 psia and 105°F dry bulb and 78°F wet bulb and cooling water at 85°F).
- D. gaseous Nitrogen Product (both 500 +/- 10 psig and 200 +/-10 psig, but excluding 1300 and 120 psig referred to in Section III A immediately below):
(**) total scf per hour (maximum instantaneous flow rate at 14.3 psia and 105°F dry bulb and 78°F wet bulb and cooling water at 85°F).
- E. CDA Product:
(**) scf per hour (maximum instantaneous flow rate at 14.3 psia and 105°F dry bulb and 78°F wet bulb and cooling water at 85°F)

III. Liquid Product Capacity

- A. liquid Nitrogen Product
 - Storage: 11,000 gallons (allocated)
 - Vaporization: (***) scf per hour at 120 psig
(**) scf per hour at 1300 psig for up to 8 hours of continuous service
- B. liquid Oxygen Product
 - Storage: 11,000 gallons (allocated)

Vaporization: (***) scf per hour at 850 psig for up to 8 hours of continuous service

EXHIBIT B

PRICE ADJUSTMENTS

I. PROCEDURES

- A. Price adjustments shall be determined annually by BOC preparing a statement setting forth the change in the relevant index referred to below which may have occurred during the preceding calendar year and the price adjustment resulting therefrom, together with supporting computations prepared in the manner set forth in Paragraph II of this Exhibit B. Each such price adjustment shall be effective for the entire calendar year during which such statement is so prepared, upon notice to Coffeyville Resources by BOC.
- B. If the index referred to below is modified in any significant way or is no longer published, a new, substantially equivalent index shall be selected by mutual agreement of the parties.

II. COMPUTATIONS

The following computations determine whether the monthly Minimum Product Charge and the unit prices for gaseous Product sold hereunder shall be increased or decreased:

The monthly Minimum Product Charge and the unit prices for gaseous Product will increase or decrease based upon the change in the annual average hourly earnings for the Series ID - ceu3232500006 (as reported by the U.S. Department of Labor, Bureau of Labor Statistics and hereafter referred to as "CAPI") above a base level, which shall be the 2005 Annual Average CAPI. The applicable monthly Minimum Product Charge for a given year will be calculated in accordance with the formula below:

$$CMPC = BMPC \times \left(1 + \frac{CAPI_2 - CAPI_1}{CAPI_1} \right)$$

where:

- CMPC = Current monthly Minimum Product Charge, and each gaseous Product price, individually
- BMPC = Base monthly Minimum Product Charge, and each gaseous Product price, individually, as follows:
 - (**) — Base Monthly Minimum Product Charge
 - (***) — Base Gaseous Oxygen
 - (***) — Base Gaseous Nitrogen
 - (***) — Base CDA Product

CAP1 = 2005 Annual Average CAPI

CAP2 = Most recent Annual Average CAPI

EXHIBIT C
ACCEPTABLE AIR CONTAMINANT LEVELS

| <u>COMPONENT</u> | <u>MAXIMUM CONTINUOUS CONCENTRATION (VPM)</u> |
|--------------------------------|---|
| Carbon Dioxide | 500.00 |
| Methane | 20.00 |
| Ethane | 0.20 |
| Acetylene | 5.00 |
| Ethylene | 0.10 |
| Propane | 0.03 |
| Propylene | 1.00 |
| Butane | 1.00 |
| >C ₄ (non-aromatic) | 1.00 |
| Sulfur Compounds | Nil |
| Chlorides | Nil |
| NO and NO ₂ | 1.00 |
| N ₂ O | 0.50 |

EXHIBIT D
THE COFFEYVILLE PLANT SITE

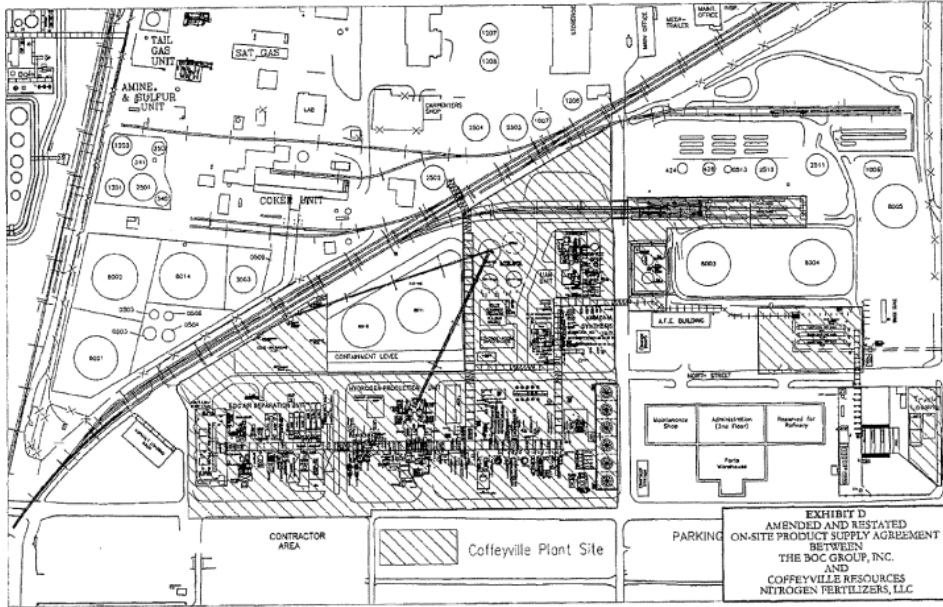


EXHIBIT D
 AMENDED AND REVISED
 ON-SITE PRODUCT SUPPLY AGREEMENT
 BETWEEN
 THE BOC GROUP, INC.
 AND
 COFFEYVILLE RESOURCES
 NITROGEN FERTILIZERS, LLC

EXHIBIT E
THE BOC PLANT SITE

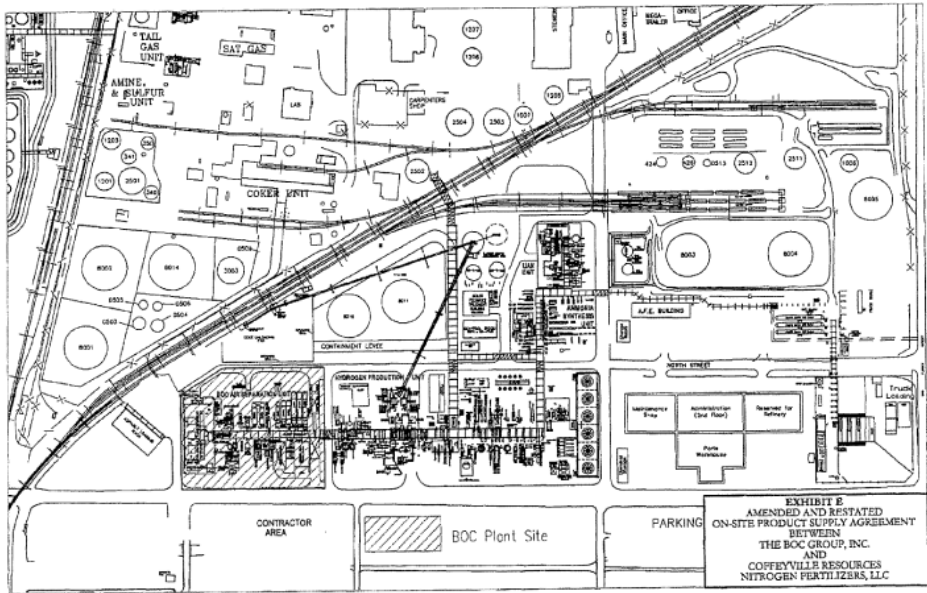


EXHIBIT B
 AMENDED AND RESTATED
 ON-SITE PRODUCT SUPPLY AGREEMENT
 BETWEEN
 THE BOC GROUP, INC.
 AND
 COPPEYVILLE RESOURCES
 NITROGEN FERTILIZERS, LLC

EXHIBIT F

ITEMS TO BE PROVIDED BY COFFEYVILLE RESOURCES

Except as otherwise provided in this Agreement, the following items shall be provided by Coffeyville Resources:

Permanent Utilities

Power, 13.8 kv*

Steam

ASU 5,480 LB/hr average,
15,330 LB/hr peak;
primary 600 psig minimum,
490°F; secondary 550 psig
minimum, 550°F

Reactor 6,200 LB/hr when
Vaporizing
100 psig minimum, 330°F

Hydrogen, 1875 scfh average
(within specifications
listed on Exhibit F-2),

Telephone Line

Cooling water supply (within specifications listed on Exhibit F-1)
and return (15,175 gpm)

Steam and condensate drain

Sewer services, oil/water, storm and sanitary

Potable water

Fire water

Instrument air

All Tie-Ins (including final Pipeline and utility pipeline tie-ins)

Permanent security and site access

* While permanent power is intended to be provided at Coffeyville Resources' cost, the following shall apply:

BOC and Coffeyville Resources shall split the cost of power above 29.092 MW and below 35.00 MW ("Excess Power") on a 50/50 basis. The Excess Power will be calculated on a monthly basis in accordance with the methodology set forth in Exhibit F-3, using actual demand, coincident peak, MWH usage, and energy and PCA charges set forth on the invoices issued by the City of Coffeyville to Coffeyville Resources.

EXHIBIT F-1
COOLING WATER SPECIFICATIONS

The following are the requirements for the cooling water being provided by Coffeyville Resources:

- Pressure at battery limits 55 psig
- Allowable pressure drop at battery levels 25 psi
- Maximum temperature rise at battery levels 20°F
- Specifications:

| | <u>Circulating Water</u> |
|--|--------------------------|
| Total Alkalinity (methyl orange) | 250 ppm |
| Total Suspended Solids | 5 ppm |
| Total Dissolved Solids | 3500 ppm |
| Iron | 3 ppm |
| Calcium Hardness (as CaCO ₃) | 1000 ppm |
| Silica (SiO ₂) | 200 ppm |
| Sulfates (SO ₄) | 500 ppm |
| Chlorides (Cl) | 350 ppm |
| Chlorine (free) | 0.5 ppm |
| Total Phosphates (as P) | 10 ppm |
| pH | 7.0-8.5* |
| Corrosives (H ₂ S, organic acids, etc.) | Nil |
| Organic matter | Nil |
| Copper | 1 ppm |
| Zinc | 1 ppm |

* Infrequent and short-interval excursions up to 8.9 are possible, and Coffeyville Resources will alarm at 8.5.

EXHIBIT F-2

HYDROGEN SPECIFICATIONS

The hydrogen being provided by Coffeyville Resources shall have a minimum purity of 99.3% hydrogen and shall conform to the following additional purity requirements:

| <u>Component</u> | <u>Maximum Amount</u> |
|--------------------|-----------------------|
| Oxygen | 0.1% |
| Nitrogen | 0.6% |
| Carbon Monoxide | 2 ppm |
| Carbon Dioxide | 2 ppm |
| Water | 0.1% |
| Methane | 2 ppm |
| Total Hydrocarbons | 2 ppm |
| Argon | 0.2% |

EXHIBIT F-3

Excess Power Calculation Methodology, June 2005

| | | | |
|--|--|-----------------|--|
| Demand Allocation | 29,092 MW per Contract | | |
| Coincident Demand | <u>34,620</u> MW City of Coffeyville Invoice | | |
| Excess Demand | 5.528 MW | | |
| Actual Usage | 23,818 MW City of Coffeyville Invoice | | |
| Excess Usage | | | |
| Actual Usage — (Demand Allocation x Operating Days in Month x 24 Hrs.) | | | |
| 23,818,000 — (29,092 x 30 x 24) | | | |
| 23,818,000—20,946,240 | | = 2,871,760 KWH | |
| Demand Charge | | | |
| Excess Demand | x \$8670 per MW | | |
| 5.528 | x \$8670 | = \$48,425.28 | |
| Schedule 5 | 5.528 x \$73.12 | = \$404.21 | |
| Schedule 6 | 5.528 x \$72.80 | = \$402.44 | |
| Usage Charge | | | |
| Base Energy | 2,871,760 x .01870 | = \$53,701.91 | |
| PCA | 2,871,760 x .00271 | = \$7,782.47 | |
| Wheeling | 2,871,760 x .00200 | = \$5,743.52 | |
| | TOTAL | \$116,459.83 | |
| | 50/50 Split | \$58,229.92 | |
| Excess Power Charge to be reimbursed by BOC to Coffeyville Resources | | | |

EXHIBIT G

PRICING SCHEDULE

- I. During the Supply Period, Coffeyville Resources shall pay BOC (***) per month as a monthly Minimum Product Charge for the commitment of the Facilities and the availability during each calendar month of high pressure gaseous Oxygen Product from the output of the BOC Plant at instantaneous flow rates not exceeding (***) scf per hour, low pressure gaseous Oxygen Product at instantaneous flow rates not exceeding (***) scf per hour, gaseous Nitrogen Product (both 500 psi and 200 psi) from the output of the BOC Plant at instantaneous flow rates not exceeding a total of (***) scf per hour, and High Pressure Air Product at instantaneous flow rates not exceeding (***) scf per hour and CDA Product at instantaneous flow rates not exceeding (***) scf per hour.
- II. During the Supply Period, Coffeyville Resources shall pay BOC (***) per 100 scf for all quantities of gaseous Oxygen Product delivered to Coffeyville Resources during a calendar month from the output of the BOC Plant, at total instantaneous flow rates exceeding (***) scf per hour.
- III. During the Supply Period, Coffeyville Resources shall pay BOC (***) per 100 scf for all quantities of gaseous Nitrogen Product delivered to Coffeyville Resources during a calendar month from the output of the BOC Plant, at instantaneous flow rates exceeding a total of (***) scf per hour.
- IV. During the Supply Period, Coffeyville Resources shall pay BOC (***) per 100 scf for the gaseous equivalent of all liquid Oxygen Product delivered from the inventory of the Liquid Product Storage Facility. Supplemental Product delivered to Coffeyville Resources at Coffeyville Resources' request in accordance with Paragraph 3b(ii) shall be billed to Coffeyville Resources FOB point of origin.
- V. During the Supply Period, Coffeyville Resources shall pay BOC (***) per 100 scf for the gaseous equivalent of all liquid Nitrogen Product delivered from the inventory of the Liquid Product Storage Facility. Supplemental Product delivered to Coffeyville Resources at Coffeyville Resources' request in accordance with Paragraph 3b(ii) shall be billed to Coffeyville Resources FOB point of origin.
- VI. During the Supply Period, Coffeyville Resources shall pay BOC (***) per 100 scf for all quantities of CDA Product delivered to Coffeyville Resources during a calendar month at instantaneous flow rates exceeding (***) scf per hour.

The Minimum Product Charge and the unit prices for gaseous Product set forth above in Paragraphs I, II, III and VI of this Exhibit G shall be subject to adjustment as more specifically set forth in Section 12 of the Agreement and on Exhibit B to the Agreement.

EXHIBIT H
PURCHASE PRICE

Paragraph 13(d)

| <u>Year of Supply Period During Which Purchase Occurs</u> | <u>Purchase Price</u> |
|---|-----------------------|
| 1. June 1, 2005 - May 31, 2006 | (***) |
| 2. June 1, 2006-May 31, 2007 | (***) |
| 3. June 1, 2007-May 31, 2008 | (***) |
| 4. June 1, 2008-May 31, 2009 | (***) |
| 5. June 1, 2009-May 31, 2010 | (***) |
| 6. June 1, 2010-May 31, 2011 | (***) |
| 7. June 1, 2011-May 31, 2012 | (***) |
| 8. June 1, 2012-May 31, 2013 | (***) |
| 9. June 1, 2013-May 31, 2014 | (***) |
| 10. June 1, 2014-May 31, 2015 | (***) |
| 11. June 1, 2015-May 31, 2016 | (***) |
| 12. June 1, 2016-May 31, 2017 | (***) |
| 13. June 1, 2017-May 31, 2018 | (***) |
| 14. June 1, 2018-May 31, 2019 | (***) |
| 15. June 1, 2019-April 30, 2020 | (***) |

BOC retains ownership of the liquid oxygen and liquid nitrogen storage tanks.

EXHIBIT I
TERMINATION FEE

Paragraph 2(h)

| <u>Year of Supply Period During Which Termination Occurs</u> | <u>Termination Fee</u> |
|--|------------------------|
| 1. June 1, 2005-May 31, 2006 | (***) |
| 2. June 1, 2006-May 31, 2007 | (***) |
| 3. June 1, 2007-May 31, 2008 | (***) |
| 4. June 1, 2008-May 31, 2009 | (***) |
| 5. June 1, 2009-May 31, 2010 | (***) |
| 6. June 1, 2010-May 31, 2011 | (***) |
| 7. June 1, 2011-May 31, 2012 | (***) |
| 8. June 1, 2012-May 31, 2013 | (***) |
| 9. June 1, 2013-May 31, 2014 | (***) |
| 10. June 1, 2014-May 31, 2015 | (***) |
| 11. June 1, 2015-May 31, 2016 | (***) |
| 12. June 1, 2016-May 31, 2017 | (***) |
| 13. June 1, 2017-May 31, 2018 | (***) |
| 14. June 1, 2018-May 31, 2019 | (***) |
| 15. June 1, 2019-April 30, 2020 | (***) |

EXHIBIT J

FARMLAND MEMORANDUM OF LICENSE

EXHIBIT K

Calculation of Lost Liquid Adjustment Factor, July 2005

| | |
|-------------------------------------|---|
| June 2005 Total Power Bill | \$1,675,534.28 |
| June 2005 Total Usage (KWH) | 42,263,000.00 |
| June 2005 Total Power Cost (\$/KWH) | $\$1,675,534.28 / 42,263,000 = \$0.03965/\text{KWH}$ |
| July 2005 Total Power Bill | \$1,674,041.22 |
| July 2005 Total Usage (KWH) | 44,069,000.00 |
| July 2005 Total Power Cost (\$/KWH) | $\$1,674,041.22 / 44,069,000 = \$0.03799/\text{KWH}$ |
| July 2005 Adjustment Factor | $\text{July Total Cost} / \text{June Total Cost} = \$0.03799 / \$0.03965 = .9581$ |
| July 2005 Liquid Margin/Ton | (***) |
| July Cap | (***) |

MEMORANDUM OF LICENSE

THIS MEMORANDUM, made and entered into as of this 23rd day of December, 1997, by and between Farmland Industries, Inc., a Kansas cooperative corporation, hereinafter called "Farmland," and The BOC Group, Inc., a Delaware corporation, hereinafter called "BOC".

WITNESSETH:

1. Farmland hereby grants to BOC and its directors, officers, employees, agents, contractors and subcontractors, (a) a non-exclusive license, in common with Farmland, its employees, agents, contractors and licensees, for ingress, egress and access, with or without vehicles, equipment, materials and machinery over and across the lands and property owned by Farmland in Montgomery County, Kansas, to and from the parcel of land which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "BOC Site"), and (b) an exclusive license to occupy, use and construct on the BOC Site (subject to the reservation by Farmland for itself and its employees, agents, contractors, tenants and licensees of the right to use the BOC Site for certain designated purposes), and to install, modify, improve, operate and remove any and all equipment, machinery and other facilities installed thereon during the term of such license, all of which equipment, machinery and facilities shall be deemed to be, and shall remain, the personal property of BOC, all as more fully set forth in and subject to the provisions of that certain On-Site Product Supply Agreement (the "Agreement"), dated as of December 3, 1997 and effective as of December 12, 1997, by and between Farmland and BOC. The Agreement is hereby incorporated by reference and made a part hereof as if fully set forth herein.

2. The term of the Agreement commences on December 12, 1997, and ends as provided in Section 13(a) of the Agreement.

3. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Farmland and BOC have executed this Memorandum as of the date first above written,

The BOC Group, Inc.

Farmland Industries, Inc.

By: /s/ Glenn Fischer
Name: Glenn Fischer
Title: Pres. - BOC Gases Americas

By: /s/ Allan D. Holiday
Name: ALLAN D. HOLIDAY
Title: PROJECT MANAGER

Date: 1/19/98

Date: 12-23-97

Harriette Mitchem
The Bcc Group
575 Mountain ave
Murray Hill, NJ 07974-2082



\$12.00 MISCELLANEOUS DOCUMENT 11 MAR 98 2:08 P.M. RECEIPT 21 STATE OF KANSAS MONTGOMERY COUNTY RECORDED BOOK 468 PAGE 93 JEANNE BURTON — REGISTER OF DEEDS

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

This instrument was acknowledged before me this 23rd day of December, 1997, by Allan D. Holiday, as Project Manager of Farmland Industries, Inc., a Kansas corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



/s/ Mary E. Mockridge
Printed Name: Mary E. Mockridge
Notary Public in and for said County and State

My Commission Expires:

MARY E. MOCKRIDGE
Notary Public — State of Missouri
Commissioned In Clay County
My Commission Expires June 2, 2001

STATE OF New Jersey)
) SS.
COUNTY OF Union)

This instrument was acknowledged before me this 19th day of January, 1998, by Glenn Fischer as Vice President of The BOC Group, Inc., a Delaware corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



/s/ Dolores M. Forziati
Printed Name: DOLORES M. FORZIATI
Notary Public in and for said County and State

My Commission Expires:
DOLORES M. FORZIATI
Notary Public of New Jersey
My Commission Expires August 24, 19[ILLEGIBLE]

Exhibit A

A PART OF BLOCK 9 OF MONTGOMERY'S ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID BLOCK 9; THENCE ON AN ASSUMED BEARING OF N89°18'05"W ALONG THE SOUTH LINE OF SAID BLOCK 9 A DISTANCE OF 63.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N89°18'05"W ALONG SAID SOUTH LINE A DISTANCE OF 300.03 FEET; THENCE N°00'00"E A DISTANCE OF 290.64 FEET; THENCE N90°00'00"E A DISTANCE OF 300.00 FEET; THENCE S00°00'00"E A DISTANCE OF 294.30 FEET TO THE POINT OF BEGINNING.

Record and return to:
Harriette Mitchem
The Boc Group
575 Mountain Avenue
Murray Hill, NJ 07974-2082

PORTIONS OF THIS EXHIBIT DENOTED WITH THREE ASTERISKS (***) HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

J Aron & Company | 85 Broad Street | New York, New York 10004
Tel: 212-902-1000

**Goldman
Sachs**

September 22, 2006

Coffeyville Resources Refining & Marketing, LLC
10 E. Cambridge Circle Drive
Kansas City, KS 66103

Attention: Wyatt Jernigan

Re: Amendment 1 to the Crude Oil Supply Agreement dated as of December 23, 2005 between J. Aron & Company (“J. Aron”) and Coffeyville Resources Refining & Marketing, LLC (“Coffeyville”)

Ladies and Gentlemen:

This is with reference to the above captioned agreement (the “Supply Agreement”). The purpose of this letter is to set forth each party’s understanding to amend the terms and conditions of the Supply Agreement in accordance with the provisions herein. Accordingly, the Supply Agreement shall be amended as follows:

- (1) Section 3.2 of the Supply Agreement is amended by adding the following at the end of the first sentence thereof:

“; provided however that, with respect to the Initial Term, either party has until the sixtieth (60th) day prior to the Expiration Date to deliver to the other written notice of its election not to extend this Agreement”

- (2) All other provisions of the Supply Agreement not expressly amended herein shall remain in full force and effect.

This amendment letter may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall be deemed to constitute one and the same agreement.

THIS AMENDMENT LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO ANY CONFLICT OF LAW RULES).

Very truly yours

J. ARON & COMPANY

By: /s/ Jeffery A. Resnick
Name:
Title:

Accepted and agreed as of the _____ day of _____, 2006

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Stanley A. Riemann
Name:
Title:

Crude Oil Supply Agreement
dated as of December 23, 2005,
between
J. Aron & Company
and
Coffeyville Resources Refining & Marketing, LLC

CRUDE OIL SUPPLY AGREEMENT

This Crude Oil Supply Agreement is made as of December 23, 2005, between J. Aron & Company (“Supplier”), a general partnership organized under the laws of New York and located at 85 Broad Street, New York, New York 10004, and Coffeyville Resources Refining & Marketing, LLC (“Coffeyville”), a limited liability company registered under the laws of Delaware and located at 10 E. Cambridge Circle Dr., Kansas City, KS 66103 (each referred to individually as a “Party” or collectively as the “Parties”).

WHEREAS, Coffeyville desires to have Supplier supply certain of the crude oil requirements of the Refinery, beginning on the Commencement Date and throughout the Term of this Agreement;

WHEREAS, pursuant to the Temporary Assignment, Coffeyville is willing to temporarily assign to Supplier, Coffeyville’s rights to utilize crude oil tankage at the Plains Marketing, L.P. Terminal in Cushing, Oklahoma; and

WHEREAS, subject to the terms and conditions set forth below, Supplier is willing to supply crude oil to the Refinery and accept a temporary assignment from Coffeyville of Coffeyville’s rights at the Terminal pursuant to the Temporary Assignment;

NOW, THEREFORE, in consideration of the premises and the respective promises, conditions, terms and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Supplier and Coffeyville do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions.

For purposes of this Agreement, including the foregoing recitals, the following terms shall have the meanings indicated below:

“Adequate Assurance” has the meaning specified in Section 11.3(a).

“Affected Party” has the meaning specified in Section 15.1.

“Affected Sale Contracts” has the meaning specified in Section 15.3.

“Affiliate” means, in relation to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person, or any entity directly or indirectly under common control with such Person. For this purpose, “control” of any entity or Person means ownership of a majority of the issued shares or voting power or control in fact of the entity or Person.

“Agreement” or “this Agreement” means this Crude Oil Supply Agreement, as may be amended, modified, supplemented, extended, renewed or restated from time to time in accordance with the terms hereof, including the Exhibits hereto.

“Ancillary Costs” means all Crude Oil Purchase Costs other than Supply Costs and Transportation Costs, including insurance (if not already covered by Transportation Costs), charges imposed by a Governmental Authority, inspection fees, transfer taxes, and LC costs paid by Supplier for letters of credit, if any, posted by Supplier in the event the WTI Barrel price exceeds \$75 to the extent, in Supplier’s reasonable judgment, such LC costs are attributable to the portion of such WTI Barrel price in excess of \$75.

“Applicable Law” means (i) any law, statute, regulation, code, ordinance, license, decision, order, writ, injunction, decision, directive, judgment, policy, decree and any judicial or administrative interpretations thereof, (ii) any agreement, concession or arrangement with any Governmental Authority and (iii) any license, permit or compliance requirement, including Environmental Law, in each case as may be applicable to either Party or the subject matter of this Agreement.

“Average Spread Adjustment” has the meaning specified in Section 10.1(e).

“Bankrupt” means a Person that (i) is dissolved, other than pursuant to a consolidation, amalgamation or merger, (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up or liquidation, (v) has a resolution passed for its winding-up, official management or liquidation, other than pursuant to a consolidation, amalgamation or merger, (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets, (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets, (viii) files an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature, (ix) causes or is subject to any event with respect to it which, under Applicable Law, has an analogous effect to any of the foregoing events; or (x) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing events.

“Bankruptcy Code” means chapter 11 of Title 11, U.S. Code.

“Barrel” means forty-two (42) net U.S. gallons, measured at 60° F.

“Base Interest Rate” means the lesser of LIBOR plus fifty (50) basis points and the maximum rate of interest permitted by Applicable Law.

“Broome Station” means the pump station owned by CRCT located near Caney, Kansas, approximately 22 miles west of the Refinery where the Plains pipeline delivers crude oil into the CRCT pipeline.

“Business Day” means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to close in the State of New York.

“Catastrophic Loss” means any loss resulting from a spill of Crude Oil from any vessel chartered pursuant to this Agreement.

“Closing” has the meaning specified in Section 2.1.

“Closing Date” means a Business Day mutually agreed by the Parties, provided that if no such day is mutually agreed by the Parties, the Closing Date shall be December 30, 2005.

“Coffeyville” has the meaning specified in the preamble to this Agreement.

“Commencement Date” has the meaning specified in Section 3.1.

“Confirmation” means a written communication confirming the terms of a Purchase Contract between Supplier and a third party Counterparty, for the sale of Crude Oil containing, at a minimum, the following terms: price, volume, quality, point of delivery to Supplier, date of delivery to Supplier, identity of Counterparty and terms for non-performance.

“Contracted Volumes” means, at any time and from time to time on and after the Closing Date, the aggregate volumes of Crude Oil that are to be purchased or sold under Purchase Contracts or Sale Contracts and are yet to be delivered to Coffeyville.

“Counterparty” has the meaning specified in Section 4.3(b).

“CPT” means the prevailing time in the Central time zone.

“CRCT” means Coffeyville Resources Crude Transportation, LLC.

“CRCT Pipeline” means the 16 inch crude oil pipeline operated by CRCT between Broome Station and the Refinery.

“Crude Oil” means all crude oil that Supplier purchases and sells to Coffeyville or for which Supplier assumes the payment obligation pursuant to this Agreement. For clarity, Crude Oil does not include Gathered Crude.

“Crude Oil Gains and Losses” means any difference (positive or negative) for a stated period between the volume of Crude Oil purchased by Supplier from one or more Counterparties and the corresponding volume that is actually delivered to Coffeyville at the Delivery Point, which results from in-transit gains and losses, including any spill, but excluding any Catastrophic Loss.

“Crude Oil Purchase Costs” has the meaning specified in Section 6.1.

“Current Exposure” means, as of any time, the aggregate Supply Cost for all Crude Oil that has been delivered by Supplier to Coffeyville hereunder that remains unpaid as of such time, plus all other amounts invoiced under Section 7.3 that remain unpaid as of such time, plus the positive or negative mark-to-market exposure (as determined by Supplier in a commercially reasonable manner) with respect to all Spread Adjustments that at such time have not been allocated to a Sale Contract.

“Cut-Off Date” means, for any calendar month, the penultimate day prior to the day on which the NYMEX prompt month WTI contract for that month ceases trading.

“Daily Carrying Value” has the meaning specified in Exhibit E.

“Default Interest Rate” means the lesser of (i) the per annum rate of interest calculated on a daily basis using the prime rate published in the *Wall Street Journal* for the applicable day (with the rate for any day for which such rate is not published being the rate most recently published) plus two hundred (200) basis points and (ii) the maximum rate of interest permitted by Applicable Law.

“Defaulting Party” has the meaning specified in Section 17.2(a).

“Delivery Point” means the outlet flange of the meter at the connection between the Plains Pipeline System and the pipeline connection at Broome Station where the Crude Oil is withdrawn and pumped into the CRCT Pipeline.

“Designated Affiliate” means (i) in the case of Supplier, Goldman, Sachs & Co. or Goldman Sachs Capital Markets, L.P. and (ii) in the case of Coffeyville, Coffeyville Resources, LLC.

“Designated Pricing Period” has the meaning specified in Section 10.1(a).

“Eligible Forms of Assurance” has the meaning specified in Section 11.3(b).

“Environmental Law” means any existing or past Applicable Law, policy, judicial or administrative interpretation thereof or any legally binding requirement that governs or purports to govern the protection of persons, natural resources or the environment (including the protection of ambient air, surface water, groundwater, land surface or subsurface strata, endangered species or wetlands), occupational health and safety and the manufacture, processing, distribution, use, generation, handling, treatment, storage, disposal, transportation, release or management of solid waste, industrial waste or hazardous substances or materials.

“Event of Default” means an occurrence of the events or circumstances described in Section 17.1.

“Expiration Date” has the meaning specified in Section 3.1.

“Extension Term” has the meaning specified in Section 3.2.

“Fixed Supply Service Fee” means the fee of (***) per Barrel of Crude Oil payable by Coffeyville to Supplier pursuant to Section 8.1.

“Forbearance Period” has the meaning specified in Section 17.3(a).

“Force Majeure” means any cause or event reasonably beyond the control of a Party, including fires, earthquakes, lightning, floods, explosions, storms, adverse weather, landslides and other acts of natural calamity or acts of God; navigational accidents or maritime peril; vessel damage or loss; strikes, grievances, actions by or among workers or lock-outs (whether or not such labor difficulty could be settled by acceding to any demands of any such labor group of individuals and whether or not involving employees of Coffeyville or Supplier); accidents at, closing of, or restrictions upon the use of mooring facilities, docks, ports, pipelines, harbors, railroads or other navigational or transportation mechanisms; disruption or breakdown of, explosions or accidents to wells, storage plants, refineries, terminals, machinery or other facilities; acts of war, hostilities (whether declared or undeclared), civil commotion, embargoes, blockades, terrorism, sabotage or acts of the public enemy; any act or omission of any Governmental Authority; good faith compliance with any order, request or directive of any Governmental Authority; curtailment, interference, failure or cessation of supplies reasonably beyond the control of a Party; or any other cause reasonably beyond the control of a Party, whether similar or dissimilar to those above and whether foreseeable or unforeseeable, which, by the exercise of due diligence, such Party could not have been able to avoid or overcome. Solely for purposes of this definition, the failure of any Counterparty to deliver Crude Oil pursuant to any Purchase Contract, whether as a result of Force Majeure as defined above, breach of contract by such Counterparty or any other reason, shall constitute an event of Force Majeure for Supplier with respect to the related Sale Contract or Contracts.

“Gap Barrels” has the meaning specified in Section 7.3(c).

“Gathered Crude” has the meaning specified in Section 4.1.

“Governmental Authority” means any federal, state, regional, local, or municipal governmental body, agency, instrumentality, authority or entity established or controlled by a government or subdivision thereof, including any legislative, administrative or judicial body, or any person purporting to act therefor.

“Indemnified Party” has the meaning specified in Section 19.3.

“Indemnifying Party” has the meaning specified in Section 19.3.

“Initial Term” has the meaning specified in Section 3.1.

“Inventories” means the Crude Oil inventories that Supplier owns in connection with the purchase of Crude Oil for supply to Coffeyville, wherever located, including in the Terminal, in a Pipeline System or loaded upon vessels.

"LC" means a standby letter of credit in the form of Exhibit D hereto or in such other form and substance reasonably satisfactory to Supplier, in favor of Supplier, issued or confirmed by banks reasonably acceptable to Supplier.

"Liabilities" means any losses, liabilities, charges, damages, deficiencies, assessments, interests, fines, penalties, costs and expenses (collectively, "Costs") of any kind (including reasonable attorneys' fees and other fees, court costs and other disbursements), including any Costs directly or indirectly arising out of or related to any suit, proceeding, judgment, settlement or judicial or administrative order and any Costs arising from compliance or non-compliance with Environmental Law.

"LIBOR" means, as of the date of any determination, the London Interbank Offered Rate for one-month U.S. dollar deposits appearing on Page 3750 of the Telerate screen (or any successor page) at approximately 11:00 a.m. (London time). If such rate does not appear on Page 3750 of the Telerate screen (or otherwise on such screen), LIBOR shall be determined by reference to such other comparable publicly available service for displaying eurodollar rates as Supplier may select or, in the absence of such availability, by reference to the rate at which Supplier is offered one-month U.S. dollar deposits at or about 11:00 a.m. (London time) in any interbank eurodollar market where its eurodollar and foreign currency and exchange operations are then being conducted, LIBOR shall be established on the first day on which a determination of the interest rate is to be made under this Agreement and shall be adjusted daily based on the one-month LIBOR quotes made available through the foregoing sources.

"Liquidated Amount" has the meaning specified in Section 17.2(b).

"Margin Interest Rate" means LIBOR.

"Maximum Volume" means (***) net Barrels per day.

"Monthly Delivery Schedule" means a document that describes the various grades and volumes of Crude Oil to be processed on a daily basis by Coffeyville during a particular month.

"Monthly Spread Quantity" has the meaning specified in Section 10.1(e).

"Monthly True-Up Payment" has the meaning specified in Section 7.3(b).

"Net Carrying Cost" has the meaning specified in Section 8.2(b).

"Net Carrying Value" has the meaning specified in Section 8.2(b).

"Non-Affected Party" has the meaning specified in Section 15.1.

"Non-Defaulting Party" has the meaning specified in Section 17.2(a).

"NYMEX" means the New York Mercantile Exchange.

“Party” or “Parties” has the meaning specified in the preamble to this Agreement.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization, joint stock company or any other private entity or organization, Governmental Authority, court or any other legal entity, whether acting in an individual, fiduciary or other capacity.

“Pipeline Operator” means the entity that schedules and tracks Crude Oil in a Pipeline System.

“Pipeline System” means the Seaway Pipeline System, the Plains Pipeline System or any other pipeline that may be used to transport Crude Oil to the Plains Tankage or to the Refinery.

“Plains” means Plains Pipeline, L.P.

“Plains Marketing” means Plains Marketing, L.P.

“Plains Pipeline System” means the crude oil pipeline transportation system and related facilities located between Cushing, Oklahoma and Broome Station that are owned and operated by Plains, including the pipeline, injection stations, breakout storage tanks, crude oil receiving and delivery facilities and any associated or adjacent facility.

“Plains Tankage” means the tanks for storage and throughput of Crude Oil owned and operated by Plains Marketing at the Terminal in connection with which Plains Marketing provides crude oil storage, blending and terminaling services for Coffeyville pursuant to the Terminaling Agreement.

“Potential Event of Default” means any Event of Default, which with notice or the passage of time, would constitute an Event of Default.

“Purchase Contract” has the meaning specified in [Section 4.3\(b\)](#).

“Refinery” means the petroleum refinery located in Coffeyville, Kansas and all of the related facilities owned and operated by Coffeyville in or near Coffeyville, Kansas, including the processing, storage, receiving, loading and delivery facilities, piping and related facilities, together with existing or future modifications or additions, and any associated or adjacent facility that is used by Coffeyville to carry out the terms of this Agreement.

“Roll Pricing Period” has the meaning specified in [Section 10.1\(d\)](#).

“Sale Confirmation” has the meaning specified in [Section 4.4\(b\)](#).

“Sale Contract” has the meaning specified in [Section 4.3\(e\)](#).

“Seaway” means the Seaway Crude Pipeline Company.

“Seaway Pipeline System” means the crude oil pipeline transportation system and related facilities located between Seaway Crude Pipeline’s wharfage facilities, Freeport, Texas, and Cushing, Oklahoma that are owned by Seaway Crude Pipeline Company and operated by TEPPCO Crude Pipeline, L.P., including the pipeline, injection stations, breakout storage tanks, crude oil receiving and delivery facilities and any associated or adjacent facility.

“Services” means the supply and sale by Supplier to Coffeyville of Crude Oil for processing at the Refinery and such other services that may be rendered by Supplier as described in this Agreement.

“Settlement Amount” has the meaning specified in Section 17.2(a).

“Shortfall Amount” has the meaning specified in Section 10.1(e).

“Specified Indebtedness” means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) of Coffeyville in respect of borrowed money.

“Specified Indebtedness Event of Default” means an Event of Default of the type referred to in Section 17.1(i).

“Specified Transaction” means (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between Supplier (or any Designated Affiliate of Supplier) and Coffeyville (or any Designated Affiliate of Coffeyville) (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, commodity spot transaction, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, weather swap, weather derivative, weather option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) that is currently, or in the future becomes, recurrently entered into the financial markets (including terms and conditions incorporated by reference in such agreement) and that is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, or economic indices or measures of economic risk or value, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this agreement or the relevant confirmation; provided that, without limiting the generality of the foregoing, Specified Transaction shall include any “Transaction” that is subject to the ISDA Master Agreement, dated as of June 24, 2005, between Supplier and Coffeyville Resources, LLC.

“Specified Transaction Event of Default” means an Event of Default of the type referred to in Section 17.1(e).

“Spread Account” has the meaning specified in Section 10.1(c).

“Spread Adjustment” has the meaning specified in Section 10.1(c).

(***)

“Supply Cost” has the meaning specified in Section 7.2.

“Supplier” has the meaning specified in the preamble to this Agreement.

“Tax” or “Taxes” has the meaning specified in Section 13.1.

“Temporary Assignment” means that agreement among Supplier, Coffeyville and Plains Marketing, pursuant to which the Terminalling Agreement is temporarily assigned by Coffeyville to Supplier in accordance with the terms of the Temporary Assignment, substantially in the form attached hereto as Exhibit A.

“Term” means the Initial Term and any Extension Term.

“Terminal” means the crude oil storage terminal and related facilities located in Cushing, Oklahoma that is owned and operated by Plains Marketing.

“Terminalling Agreement” means that agreement dated December 10, 2004, between Plains Marketing and Coffeyville pursuant to which Plains Marketing provides crude oil storage, blending and terminalling services for Coffeyville at the Terminal.

“Termination Amount” means, without duplication, the total net amount owed by one Party to the other Party upon termination of this Agreement under Section 18.1.

“Termination Date” has the meaning specified in Section 18.1.

“Trade Date” means the date upon which Supplier and a Counterparty have entered into a binding Purchase Contract as contemplated by Section 4.3(d), which shall also be the “Trade Date” with respect to the corresponding Sale Contract entered into by Supplier and Coffeyville pursuant to Section 4.3(e).

“Transportation Costs” means all ocean freight expenses and other expenses associated with waterborne movements, lighter costs, importation costs, shipping insurance, and pipeline/terminalling charges.

“Transaction Guidelines” has the meaning specified in Section 4.3(b).

“Undrawn LCs” means, as of any date, the aggregate amount that Supplier may draw as of such date under all outstanding LCs then held by Supplier as credit support for the performance of Coffeyville’s obligations hereunder; provided that, for purposes of this

definition, the available amount under any LC that expires 30 days or less after such date shall be deemed to be zero.

“WTI” means West Texas Intermediate crude oil and any crude oil meeting the specifications of the NYMEX WTI futures contract for delivery at Cushing, Oklahoma.

1.2 Construction of Agreement.

(a) Unless otherwise specified, all references herein are to the Articles, Sections and Exhibits of this Agreement and all Exhibits are incorporated herein.

(b) All headings herein are intended solely for convenience of reference and shall not affect the meaning or interpretation of the provisions of this Agreement.

(c) Unless expressly provided otherwise, the word “including” as used herein does not limit the preceding words or terms and shall be read to be followed by the words “without limitation” or words having similar import.

(d) Unless expressly provided otherwise, all references to days, weeks, months and quarters mean calendar days, weeks, months and quarters, respectively.

(e) Unless expressly provided otherwise, references herein to “consent” mean the prior written consent of the Party at issue, which shall not be unreasonably withheld, delayed or conditioned.

(f) A reference to any Party to this Agreement or another agreement or document includes the Party’s permitted successors and assigns.

(g) Unless the contrary clearly appears from the context, for purposes of this Agreement, the singular number includes the plural number and vice versa; and each gender includes the other gender.

(h) Except where specifically stated otherwise, any reference to any Applicable Law or agreement shall be a reference to the same as amended, supplemented or re-enacted from time to time.

(i) 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.

1.3 The Parties acknowledge that they and their counsel have reviewed and revised this Agreement and that no presumption of contract interpretation or construction shall apply to the advantage or disadvantage of the drafter of this Agreement.

ARTICLE 2
CLOSING

2.1 **The Closing.** The closing of the transactions contemplated by this Agreement and the Temporary Assignment (the "**Closing**") shall take place on the Closing Date. Subject to the satisfaction or waiver of the conditions set forth in Section 2.2 on or prior to the Closing Date, this Agreement shall become binding upon and enforceable against the Parties on the Closing Date.

2.2 **Deliveries at Closing.**

(a) At Closing, Coffeyville shall execute and deliver or cause to be executed and delivered:

- (i) The Temporary Assignment; and
- (ii) Such other certificates, documents and instruments as may be reasonably necessary to consummate the transactions contemplated herein.

(b) At Closing, Supplier shall execute and deliver or cause to be executed and delivered:

- (i) The Temporary Assignment; and
- (ii) Such other documents and instruments as may be reasonably necessary to consummate the transactions contemplated herein.

ARTICLE 3
TERM OF AGREEMENT

3.1 **Initial Term.** Provided this Agreement shall have become binding upon and enforceable against the Parties on the Closing Date pursuant to Section 2.1, the term of this Agreement shall commence at 12:01 a.m. CPT on January 1, 2006 (the "**Commencement Date**") and shall continue for one year from the Commencement Date (the "**Initial Term**;" the last day of such Initial Term being herein referred to as the "**Expiration Date**," subject to Section 3.2 below).

3.2 **Extension.** Unless either Party has delivered to the other a written notice at least ninety (90) days prior to the Expiration Date then in effect of its election not to extend this Agreement pursuant to this Section, the Expiration Date shall, without any further action, be automatically extended, effective as of the Expiration Date as then in effect, for an additional one year beyond the Expiration Date as then in effect (each such period, an "**Extension Term**;" the final day of such Extension Term becoming the "Expiration Date"). In the event either party elects not to extend the then-applicable Expiration Date in accordance with this Section, the Parties shall perform their obligations relating to termination pursuant to **Article 18**.

ARTICLE 4
SUPPLIER SALES OF CRUDE OIL TO COFFEYVILLE

4.1 **Sale of Crude Oil.** During the Term of this Agreement, Supplier shall be the exclusive supplier of Crude Oil to the Refinery, other than the crude oil (collectively referred to as "Gathered Crude") that Coffeyville acquires in Kansas, Missouri, Oklahoma, Wyoming and all states adjacent to Kansas, Missouri, Oklahoma and Wyoming. Crude Oil supplied under this Agreement shall be solely for use at the Refinery. On and after the Commencement Date, in accordance with Supplier's obligation to purchase Crude Oil hereunder and provided it has actually received such Crude Oil from a Counterparty, Supplier agrees to sell and deliver to Coffeyville, and Coffeyville agrees to purchase and receive, the Refinery's requirements for Crude Oil (other than Gathered Crude) as set forth herein. Subject to Section 4.10, Supplier shall sell the Crude Oil to Coffeyville at the Delivery Point in volumes as Coffeyville may require for processing in the Refinery. Notwithstanding anything to the contrary in this Section 4.1, if, as a result of Supplier's default hereunder, Supplier does not timely deliver in accordance with the Monthly Delivery Schedule any volumes required by Coffeyville for processing at the Refinery, Coffeyville shall have the full and complete right to acquire such volumes of Crude Oil from any Person for processing in the Refinery and this Agreement shall not apply to such purchases by Coffeyville. Notwithstanding anything to the contrary in this Section 4.1, if, as result of Coffeyville's default hereunder, Supplier has elected to exercise its right not to supply Crude Oil to Coffeyville, Coffeyville shall have the full and complete right to acquire from any Person any volumes of Crude Oil required by Coffeyville for processing at the Refinery and this Agreement shall not apply to such purchases by Coffeyville except that, for each Barrel of Crude Oil acquired by, or on behalf of, Coffeyville pursuant to this sentence, Coffeyville shall owe to Supplier an amount equal to the Fixed Supply Service Fee, which Supplier may invoice to Coffeyville pursuant to Section 7.3(c); provided, that, the payment of such Fixed Supply Service Fee shall in no way affect Supplier's rights hereunder or otherwise with respect to such default by Coffeyville.

4.2 **Title Risk of Loss and Custody.** Title to and risk of loss of the Crude Oil shall pass from Supplier to Coffeyville at the Delivery Point. Coffeyville shall assume custody of the Crude Oil as it passes the Delivery Point. Before custody transfer, Supplier shall be solely responsible for compliance with all Applicable Laws, including all Environmental Laws, pertaining to the possession, handling, use and processing of such Crude Oil and shall indemnify and hold harmless Coffeyville, its Affiliates and their agents, representatives, contractors, employees, directors and officers, for all Liabilities directly or indirectly arising therefrom except to the extent such Liabilities are caused by or attributable to any of the matters for which Coffeyville is indemnifying Supplier pursuant to Section 19.2. At and after custody transfer at the Delivery Point, Coffeyville shall be solely responsible for compliance with all Applicable Laws, including all Environmental Laws, pertaining to the possession, handling, use and processing of such Crude Oil and shall indemnify and hold harmless Supplier, its Affiliates and their agents, representatives, contractors, employees, directors and officers, for all Liabilities directly or indirectly arising therefrom. Notwithstanding anything to the contrary herein, Supplier and Coffeyville agree that Coffeyville shall have an insurable interest in Crude Oil that is subject to a Purchase Contract and that Coffeyville may, at its election and with prior notice to Supplier, endeavor to insure the Crude Oil. If pursuant to the terms of this Agreement, Coffeyville bears the loss of any Crude Oil, then any insurance payment to Supplier made to

cover same shall be promptly paid over by Supplier to Coffeyville. Notwithstanding anything to the contrary herein, any Crude Oil Gains and Losses shall be borne by and for the account of Coffeyville and any Catastrophic Loss shall be borne by and for the account of Supplier.

4.3 Acquisition of Crude Oil

(a) From time to time during the term of this Agreement, Coffeyville shall endeavor to identify quantities of Crude Oil that Coffeyville wishes to have Supplier acquire and resell to Coffeyville for processing at the Refinery. Coffeyville shall, in accordance with the procedures set forth below, agree to the quantity and quality of any Crude Oil acquired by Supplier for resale to Coffeyville prior to Supplier's agreeing to any such acquisition of Crude Oil from any Counterparty. The failure of any Crude Oil that Supplier hereunder sells to Coffeyville to meet the specifications or other quality requirements applicable thereto as stated in Supplier's Purchase Contract for that Crude Oil shall be for the sole account of Coffeyville and shall not entitle Coffeyville to any reduction in the amounts due by it to Supplier hereunder; provided, however, that any claims made by Supplier with respect to such non-conforming Crude Oil shall be for Coffeyville's account and resolved in accordance with Section 4.6.

(b) Coffeyville shall negotiate and liaise with respect to Crude Oil purchases in accordance with the guidelines (the "Transaction Guidelines") attached hereto as Exhibit B and as otherwise provided in this Agreement. The Transaction Guidelines authorize certain of Coffeyville's employees to discuss and negotiate with Crude Oil suppliers (each a "Counterparty" and collectively, "Counterparties") the terms and conditions of contracts to purchase Crude Oil (each, a "Purchase Contract") on Supplier's behalf. Attached to the Transaction Guidelines is a list of Counterparties with whom Coffeyville is authorized to negotiate purchases of Crude Oil. The list of Counterparties may be modified by Supplier from time to time effective upon written notice by Supplier to Coffeyville; provided, that, Supplier shall not remove any Counterparty from such list if at such time Supplier is willing to enter into crude oil purchase and sale transactions with such Counterparty on Supplier's own behalf as part of its ongoing general crude oil business. Notwithstanding anything in this Section 4.3 (b) to the contrary, if Coffeyville determines, in its reasonable judgment, that the operational necessities of the Refinery require the Refinery to run a particular volume of Crude Oil that is available from a Counterparty not on Supplier's approved list of Counterparties, then Coffeyville may execute a contract to acquire such Crude Oil and promptly thereafter Coffeyville shall enter into a Purchase Contract with Supplier under Section 4.3(d) pursuant to which it shall sell such Crude Oil to Supplier and Supplier and Coffeyville shall enter into a corresponding Sale Contract under Section 4.3(e) under which Supplier shall sell such Crude Oil to Coffeyville; provided that in such event, Supplier shall have no responsibility prior to the sale of such Crude Oil by Coffeyville to Supplier, but on or after the sale of such Crude Oil to Supplier, the terms and conditions of this Agreement shall have full force and effect.

(c) The terms and conditions of each Purchase Contract must conform in all material respects to the Transaction Guidelines unless, prior to entering into such Purchase Contract, Supplier approves any material deviation from the Transaction

Guidelines. Without limiting the generality of the foregoing, Coffeyville will not negotiate any Purchase Contract with a delivery period occurring after the second month following the expected Trade Date of such Purchase Contract or occurring later than the then current Expiration Date hereof.

(d) Coffeyville shall have no authority to bind Supplier to, or enter into on Supplier's behalf, any Purchase Contract. If Coffeyville has negotiated an offer from a Counterparty for a quantity of Crude Oil that Coffeyville wishes to have Supplier acquire, Coffeyville may indicate to such Counterparty the conditional acceptance of such offer, which shall be specifically subject to obtaining the agreement of Supplier to such offer. Promptly after giving such conditional acceptance, Coffeyville shall apprise Supplier in writing of the terms of such offer and Supplier shall promptly determine and advise Coffeyville as to whether Supplier agrees to accept such offer. If Supplier indicates its desire to accept such offer, then Supplier shall promptly formally communicate its acceptance of such offer directly to such Counterparty (with a copy to Coffeyville), resulting in a binding Purchase Contract between Supplier and Counterparty.

(e) Concurrently with Supplier's agreement to any Purchase Contract, Coffeyville and Supplier shall automatically, and without any further action by either party, be deemed to have entered into a forward contract under which Supplier is selling and Coffeyville is acquiring the same quantity of Crude Oil identified in such Purchase Contract (each, a "Sale Contract"). The price per Barrel under each Sale Contract shall be (**). The delivery period for the Crude Oil subject to a Sale Contract shall be determined in accordance with the Monthly Delivery Schedule prepared by Coffeyville and Supplier, and shall otherwise be subject to the terms and conditions of this Agreement. Unless otherwise expressly stated in the confirmation for a Sale Contract, the terms and conditions of this Agreement shall apply to the sale transaction that is subject thereto.

4.4. Contract Documentation, Confirmations and Conditions.

(a) Each Purchase Contract will be documented and confirmed between Supplier and the relevant Counterparty in such manner as they elect.

(b) Promptly after entering into a Sale Contract, Supplier shall prepare and provide to Coffeyville via facsimile or electronic transmission the confirmation for such Sale Contract (a "Sale Confirmation"), which shall be substantially in the form of Exhibit E. The terms of such Sale Confirmation shall be binding on the Parties absent manifest error. The terms of this Agreement shall apply to any Sale Contract evidenced by a Sale Confirmation, except to the extent expressly agreed otherwise in such Sale Confirmation.

(c) Notwithstanding any failure of Supplier to provide a Sale Confirmation with respect to a Sale Contract or Coffeyville to agree thereto, the Parties shall be bound by

the terms of such Sale Contract, which shall be a legally binding contract between the Parties from the moment it is deemed entered into pursuant to Section 4.3(e) above.

(d) Supplier's obligations to deliver Crude Oil under this Agreement and each of the Sale Contracts shall be subject to (i) Coffeyville's identifying and negotiating potential Purchase Contracts that are acceptable to Supplier relating to a sufficient quantity of Crude Oil to meet the Refinery's requirements and (ii) Coffeyville's performing its obligations hereunder with respect to pipeline nominations, vessel chartering (to the extent of Coffeyville's obligations under Section 4.8 to give timely notifications and consents) and Crude Oil blending in a timely, competent and efficient manner.

4.5 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTY OF TITLE WITH RESPECT TO CRUDE OIL DELIVERED HEREUNDER, SUPPLIER MAKES NO WARRANTY, CONDITION OR OTHER REPRESENTATION, WRITTEN OR ORAL, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR SUITABILITY OF THE CRUDE OIL FOR ANY PARTICULAR PURPOSE OR OTHERWISE. FURTHER, SUPPLIER MAKES NO WARRANTY OR REPRESENTATION THAT THE CRUDE OIL CONFORMS TO THE SPECIFICATIONS IDENTIFIED IN SUPPLIER'S CONTRACT WITH THE COUNTERPARTY.

4.6 Claims Handling.

(a) The Parties shall consult with each other and coordinate how to handle and resolve any claims arising in the ordinary course of business (including claims related to Crude Oil, pipeline or ocean transportation, and any dispute, claim, or controversy arising hereunder between Supplier and any of its vendors who supplies goods or services in conjunction with Supplier's performance of its obligations under this Agreement) made by or against Supplier. In all instances wherein claims are made by a third party against Supplier which will be for the account of Coffeyville, Coffeyville shall have the right, subject to Section 4.6(b), to either direct Supplier to take commercially reasonable actions in the handling of such claims or assume the handling of such claim in the name of Supplier, all at Coffeyville's cost and expense. To the extent that Coffeyville believes that any claim should be made by Supplier for the account of Coffeyville against any third party (whether a Counterparty, terminal facility, pipeline, storage facility or otherwise), and subject to Section 4.6(b), Supplier will take any commercially reasonable actions as requested by Coffeyville either directly, or by allowing Coffeyville to do so, to prosecute such claim all at Coffeyville's cost and expense and all recoveries resulting from the prosecution of such claim shall be for the account of Coffeyville. Supplier shall, in a commercially reasonable manner, cooperate with Coffeyville in prosecuting any such claim and shall be entitled to assist in the prosecution of such claim at Coffeyville's expense.

(b) Notwithstanding anything in Section 4.6(a) to the contrary, Supplier may notify Coffeyville that Supplier is retaining control over the resolution of any claim referred in Section 4.6(a) if Supplier, in its reasonable judgment, has determined that it has commercially reasonable business considerations for doing so based on any relationships that Supplier or any of its Affiliates had, has or may have with the third

party involved in such claim; provided that, subject to such considerations, Supplier shall use commercially reasonable efforts to resolve such claim, at Coffeyville's expense and for Coffeyville's account. In addition, any claim that is or becomes subject of Article 19 shall be handled and resolved in accordance with the provisions of Article 19.

4.7 Pipeline Nominations.

(a) Prior to the beginning of a month, Supplier shall be responsible for making pipeline and terminal nominations for that month; provided that, Supplier's obligation to make such nominations shall be conditioned on its receiving from Coffeyville the Monthly Delivery Schedule for that month a sufficient number of days prior to the beginning of that month so that Supplier can make such nominations within the lead times required by such pipelines and terminals. Coffeyville shall be responsible for performing all other nominating and scheduling activities relating to the Crude Oil subject to this Agreement, including without limitation those nominating and scheduling activities described on Exhibit C to this Agreement. In the event such nominating and scheduling activities relating to the Crude Oil are required by pipelines or terminals to be made by Supplier, Coffeyville shall provide to Supplier information in a timely manner in order to make such nominations or other scheduling actions. Supplier shall not be responsible if a Pipeline System is unable to accept Supplier's nomination or if the Pipeline System must allocate Crude Oil among its shippers.

(b) Coffeyville shall have direct contact with the Terminal and pipeline personnel and will direct, as Supplier's agent, the daily transportation and blending of Crude Oil in the Terminal.

4.8 Vessel Chartering. Supplier shall be responsible for vessel chartering. Supplier will advise Coffeyville from time to time of vessel chartering opportunities, and shall recommend to Coffeyville if, in Supplier's reasonable opinion, Coffeyville should authorize the chartering of a particular vessel. Upon such authorization from Coffeyville, Supplier shall use commercially reasonable efforts to charter such vessel. Coffeyville shall be permitted hereunder to recommend to Supplier from time to time particular vessel chartering opportunities which become known to Coffeyville. To the extent that Supplier agrees that a particular vessel chartering opportunity recommended by Coffeyville is reasonable, Supplier shall use commercially reasonable efforts to charter such vessel. Subject to Coffeyville's prior consent, Supplier shall make all nominations of vessels and shall negotiate all chartering aspects with the relevant charterparties, including any inspection rights and insurance provisions, and shall otherwise take any and all actions required for the ocean transportation of the Crude Oil. Coffeyville shall give Supplier sufficient advance notice of its chartering requirements to permit Supplier's timely review and execution thereof. Supplier's arrangements pursuant to this Section shall be subject to Coffeyville's prior consent and standard receiving terminal approval. Supplier shall promptly document and research all demurrage claims; provided, however, that the settlement of demurrage claims will be in accordance with Section 4.6. In meeting its obligations under this Section, Supplier shall use its commercially reasonable efforts to recommend vessel charters to Coffeyville that are at reasonably competitive rates taking into account safety, reliability and other relevant considerations. Notwithstanding the foregoing, each vessel chartered or used for transport of

Crude Oil by Supplier shall satisfy the following chartering standards: (i) a vessel shall be a maximum of 20 years old, although vessels no older than 15 years are preferred and the Parties should use commercially reasonable efforts to have such 15-year old or younger vessels constitute the substantial majority of the vessels chartered hereunder, (ii) a vessel shall at the time it is chartered have been approved by the vetting departments of at least two major oil companies, although Supplier may in its discretion accept vessels that have been approved by the vetting department of one major oil company, (iii) a vessel shall be ISPS compliant when chartered and shall remain so for the period of the charter, (iv) a vessel shall carry a minimum of \$1,000,000,000 in pollution coverage, and (v) a vessel shall otherwise comply with any local and/or country requirements that apply to such vessel and any requirements of a Counterparty. To the extent that Coffeyville is sharing a vessel on a co-freight basis, the cost of the vessel charter shall be shared proportionately between the owners of the Crude Oil. If rebates or cost reductions of any type are received by or due to Supplier for any reason related to a particular vessel charter, such rebates or price reductions shall be for the account of Coffeyville.

4.9 Copies of Communications. Each Party shall promptly provide to the other copies of any and all written communications and documents between it and any third party which in any way relate to the transactions contemplated by this Agreement, including written communications and documents with Pipeline Systems, Counterparties and/or any communications and documents related to the nominating, scheduling and/or chartering of vessels.

4.10 Monthly Delivery Schedule. Prior to the 25th day of each month, the Parties shall consult regarding the Monthly Delivery Schedule for the following month period. Coffeyville shall provide to Supplier the Monthly Delivery Schedule on or prior the 25th day of the month for the following calendar month, which Monthly Delivery Schedule may be adjusted as required for operational purposes during such calendar month.

4.11 Maximum Daily Volume. Based on normal operating conditions at the Refinery and in the absence of a Force Majeure affecting the Refinery, the maximum daily volume of Crude Oil to be supplied by Supplier to the Delivery Point shall not exceed the Maximum Volume.

4.12 Acknowledgment. Coffeyville acknowledges and agrees that (1) Supplier is a merchant of Crude Oil and may, from time to time, be dealing with prospective Counterparties, or pursuing trading or hedging strategies, in connection with aspects of Supplier's business which are unrelated hereto and that such dealings and such trading or hedging strategies may be different from or opposite to those being pursued by or for Coffeyville, (2) Supplier may, in its sole discretion, determine whether to advise Coffeyville of any potential transaction with a Counterparty and prior to advising Coffeyville of any such potential transaction Supplier may, in its discretion, determine not to pursue such transaction or to pursue such transaction in connection with another aspect of Supplier's business and Supplier shall have no liability of any nature to Coffeyville as a result of any such determination, (3) Supplier has no fiduciary or trust obligations of any nature with respect to the Refinery or Coffeyville, (4) Supplier may enter into transactions and purchase oil for its own account or the account of others at prices more favorable than those being paid by Coffeyville hereunder and (5) nothing herein shall be construed to prevent Supplier, or any of its partners, officers, employees or Affiliates, in any way

from purchasing, selling or otherwise trading in crude oil or any other commodity for its or their own account or for the account of others, whether prior to, simultaneously with or subsequent to any transaction under this Agreement.

ARTICLE 5
RESALE OF CRUDE OIL

5.1 Resale of Crude Oil. Prior to the delivery of Crude Oil to the Delivery Point, Coffeyville may direct that Supplier sell Crude Oil on Coffeyville's behalf to a third-party purchaser and any gains or losses from such sales shall be for the account of Coffeyville; provided that, in determining any such gain or loss, Supplier shall (i) allocate from the Spread Account any Average Spread Adjustment that, had such Crude Oil been delivered to Coffeyville on the then expected schedule, would have been applied to the per Barrel price invoiced to Coffeyville, it being further agreed that if such Average Spread Adjustment cannot then be determined, Supplier will make such allocation from the Spread Account in a commercially reasonable manner based on the items then reflected in such account, and (ii) Supplier shall include a charge to Coffeyville equal to the product of the Fixed Supply Service Fee and the number of Barrels of Crude Oil sold to such third-party purchaser.

ARTICLE 6
CRUDE OIL PURCHASE COSTS

6.1 Payment Responsibility. Supplier shall be responsible for paying Counterparty invoices for the Crude Oil as well as for ocean-going freight, inspection fees, any charges (other than Taxes) imposed by a Governmental Authority, wharfage and dock fees, vessel demurrage, port expenses and ship's agent fees, import charges, waterborne insurance premiums, fees and expenses, broker's fees (as agreed upon by the Parties), load port charges and liabilities (such liabilities not to include any liabilities resulting from a Catastrophic Loss), pipeline transportation costs, pipeline transfer and pumpover fees, pipeline throughput and scheduling charges, blending, tankage and throughput charges, pipeline, demurrage, customs duties and user fees, superfund, merchandise processing, harbor maintenance fees, and any other fees imposed on Supplier. All such costs paid by Supplier shall be treated as "Crude Oil Purchase Costs," for which Coffeyville shall reimburse Supplier as provided in Section 7.3. Supplier shall promptly provide Coffeyville copies of all Counterparty and vendor invoices. All refunds or adjustments of any type received by Supplier related to the Crude Oil Purchase Costs shall be a part of the Monthly True-Up Payment.

6.2 Crude Oil Gains and Losses. All Crude Oil Gains and Losses not covered by a Pipeline System tariff shall be for Coffeyville's account and shall be handled in accordance with Section 4.6. With respect to Crude Oil Gains and Losses which are covered by a Pipeline System tariff, Supplier shall pass through to Coffeyville the positive value of any such Crude Oil gains and the negative value of any such Crude Oil losses provided for by the applicable Pipeline System tariff by adding or deducting, as appropriate, such amount to or from the Monthly True-Up Payment.

ARTICLE 7
PURCHASE PRICING AND DAILY INVOICING OF CRUDE OIL

7.1 **Determination of Volumes.** The volumes of Crude Oil sold to Coffeyville shall be determined by reference to the volumes actually invoiced by the Counterparties to Supplier. During the Term of this Agreement, if a volume of Crude Oil is borrowed by Coffeyville from any entity for blending purposes, such borrowed volume of Crude Oil shall be repaid to the lender of such volume within a reasonable period of time, and such Crude Oil for repayment of borrowed volumes shall be acquired pursuant to the terms of this Agreement.

7.2 **Purchase Price and Settlement of Crude Oil Sales.** The price of the Crude Oil sold to Coffeyville shall equal (***)

7.3 **Payment Terms**

(a) **Provisional Payment.** Supplier shall provide Coffeyville with invoices (which may be transmitted electronically) for the daily volumes of Crude Oil delivered or expected to be delivered on each of the Flow Dates listed on Exhibit H hereto. For purposes hereof, a Flow Date shall refer to the twenty four (24) hour period ending at 8:00 a.m. CPT on the calendar day immediately following such Flow Date (e.g., the Flow Date for January 2, 2006 is the 24 hour period starting at 8:00 a.m. CPT on January 2, 2006 and ending at 8:00 a.m. CPT on January 3, 2006). Each Flow Date that is designated on Exhibit H with an asterisk (*) shall be a "Prepaid Flow Date." Each Flow Date that is not a Prepaid Flow Date shall be a "Delivered Flow Date." By 12:00 noon CPT on each Business Day, Coffeyville shall provide Supplier with the volume of Crude Oil that was metered at the Delivery Point for the twenty four (24) hour period ending at 8:00 a.m. CPT on that Business Day (as well as for the twenty four (24) hour period for any prior non-Business Days for which such information has not yet been provided to Supplier). On the Invoice Date (as indicated on Exhibit H) for each Delivered Flow Date, Supplier shall provide to Coffeyville an invoice for the Crude Oil volume delivered to Coffeyville on that Delivered Flow Date. On the Invoice Date (as indicated on Exhibit H) for each Prepaid Flow Date, Supplier shall provide to Coffeyville an invoice for the Crude Oil volume that is expected to be delivered to Coffeyville on that Prepaid Flow Date, based on the delivery quantities forecasted for that day in the relevant Monthly Delivery Schedule. Each invoice will detail the Supply Cost for such Crude Oil by reference to Crude Oil delivered by Counterparties, subject to adjustment (if applicable) pursuant to Article 10 below. Coffeyville shall pay each invoice by no later than 2:00 p.m. CPT on the Payment Date for the relevant Flow Date as indicated on Exhibit H. Should the term of this Agreement be extended as provided in Section 3.2, Supplier shall provide to Coffeyville, at least sixty (60) days prior to the beginning of each Extension Term, a revised Exhibit H, detailing the delivery, invoice and payment dates for the Extension Term, reflecting the 2-day payment terms described above. Coffeyville and Supplier shall review this revised Exhibit H and agree to any necessary modifications at least thirty (30) days prior to the beginning of any Extension Term. The Parties acknowledge that the intent of this

provision is to establish a schedule under which payment for delivered Crude Oil shall in all circumstances be made no later than two calendar days after the delivery date of such Crude Oil.

(b) Transportation Costs. Supplier shall, promptly upon receipt, send copies of all invoices received by it in respect of Transportation Costs to Coffeyville. Coffeyville shall pay such Transportation Costs to Supplier by the close of business on the second Business Day immediately following receipt of the respective invoices.

(c) Monthly True-Up Payment. Supplier will use commercially reasonable efforts to provide to Coffeyville, within fifteen (15) Business Days after the conclusion of any month, an invoice and all necessary and appropriate documentation to support such invoice for such month for a monthly true-up payment (the "Monthly True-Up Payment"). The Monthly True-Up Payment shall be equal to: (i) the aggregate Supply Cost for the difference between Barrels actually invoiced by Counterparties to Supplier and Barrels received at the Delivery Point (such difference, the "Gap Barrels"), plus (ii) the Fixed Supply Service Fee for the aggregate number of Barrels for which an invoice was delivered to Coffeyville under Section 7.3(a) and the Gap Barrels, plus (iii) the Ancillary Costs; plus or minus (iv) the Net Carrying Cost; and plus or minus (v) adjustments for any other amounts owed by one Party to the other Party under this Agreement during the prior calendar month (which shall include (A) any positive or negative adjustment calculated pursuant to Section 10.1 (e) with respect to the settlement of any unallocated Spread Adjustments and (B) credit for any rebates or cost reductions received by Supplier in connection with any Transportation Costs). In addition, the Fixed Supply Service Fee referred to in clause (ii) above shall include an amount for any non-Gathered Crude Barrels sourced pursuant to the last sentence of Section 4.1. Coffeyville shall pay Supplier or Supplier shall pay Coffeyville, as the case may be, the Monthly True-Up Payment within five (5) Business Days after Coffeyville's receipt of the monthly invoice and related documentation.

(d) Disputed Invoices. If Coffeyville in good faith disputes the amount of any invoice issued by Supplier or any invoice relating to Transportation Costs, it nonetheless shall pay Supplier the full amount of such invoice by the due date and inform Supplier in writing of the portion of the invoice with which it disagrees and why. The Parties shall cooperate in resolving the dispute expeditiously. If the Parties agree that Coffeyville does not owe some or all of the disputed amount or as may be determined by a court pursuant to Article 23, Supplier shall return such amount to Coffeyville, together with interest at the Margin Interest Rate from the date such amount was paid, within two (2) Business Days from, as appropriate, the date of their agreement or the date of the final, non-appealable decision of such court.

(e) Interest. Interest shall accrue on late payments under this Agreement at the Default Interest Rate from the date that payment is due until the date that payment is actually received by Supplier.

(f) Payment in Full in Same Day Funds. All payments to be made under this Agreement shall be made by telegraphic transfer of same day funds in U.S. Dollars to

such bank account at such bank as the payee shall designate in writing to the payee from time to time. Except as expressly provided in this Agreement, all payments shall be made in full without discount, offset, withholding, counterclaim or deduction whatsoever for any claims which Coffeyville may now have or hereafter acquire against Supplier, whether pursuant to the terms of this Agreement or otherwise.

ARTICLE 8
FEES AND COMPENSATION

8.1 Fixed Supply Service Fee. In consideration of the Services provided by Supplier under this Agreement, Coffeyville shall pay Supplier a Fixed Supply Service Fee for each Barrel of Crude Oil that is purchased by Supplier for resale to Coffeyville pursuant to this Agreement or, if greater, the number of Barrels of Crude Oil actually delivered to Coffeyville.

8.2 Working Capital True-Up.

(a) Promptly after the end of each month, as part of the Monthly True Up described in Section 7.3(b), the Net Carrying Cost for that month shall be calculated. In the event that the Net Carrying Cost is positive, Coffeyville shall pay such amount to Supplier and in event the Net Carrying Cost is negative, Supplier shall pay such amount to Coffeyville.

(b) For each day during a month, Supplier shall determine, as of such day, the Daily Carrying Value pursuant to Exhibit E.

(c) Supplier shall provide Coffeyville with its calculation of the Net Carrying Cost as part of the invoice for the Monthly True-Up Payment.

ARTICLE 9
TEMPORARY ASSIGNMENT

9.1 Temporary Assignment. Coffeyville shall temporarily assign to Supplier the Terminalling Agreement pursuant to the Temporary Assignment; provided, however that such Terminalling Agreement shall be used by Supplier solely for the benefit of Coffeyville.

9.2 Inventory, Losses and Accounting. All loss of, damage to or contamination of Crude Oil while in the custody of the Terminal or occurring during the receipt, handling, storage or delivery of Crude Oil at the Terminal, including any casualty or other spillage shall be for Coffeyville's account, except that any Catastrophic Loss shall be for Supplier's account. Supplier shall notify Coffeyville of any claim for loss, damage or contamination within ninety (90) days after the date of delivery to Coffeyville. All such losses which are for Coffeyville's account shall be handled in accordance with Section 4.6.

(***)

(***)

ARTICLE 11
FINANCIAL INFORMATION AND REQUESTS FOR ADEQUATE ASSURANCES

11.1 Provision of Financial Information. Coffeyville shall provide Supplier (i) within ninety (90) days following the end of each of its fiscal years, a copy of the annual report, containing audited consolidated financial statements for such fiscal year certified by independent certified public accountants and (ii) within forty-five (45) days after the end of its first three fiscal quarters of each fiscal year, a copy of the quarterly report, containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with GAAP or such other principles then in effect; provided, however, that should any such statements not be timely available due to a delay in preparation or certification, such delay shall not be considered an

Event of Default so long as Coffeyville diligently pursues the preparation, certification and delivery of such statements.

11.2 Notification of Certain Events. Coffeyville shall notify Supplier within one Business Day after learning of any of the following events:

- (i) Coffeyville's or any of its Affiliates' binding agreement to sell, lease, sublease, transfer or otherwise dispose of, or grant any Person (including an Affiliate) an option to acquire, in one transaction or a series of related transactions, all or a material portion of the Refinery assets; or
- (ii) Coffeyville's or any of its Affiliates' binding agreement to consolidate or amalgamate with, merge with or into, or transfer all or substantially all of its assets to, another entity (including an Affiliate);

This Section 11.2 shall not apply to any future public offering of stock of Coffeyville or any of its Affiliates.

11.3 Adequate Assurances.

(a) Supplier may, in its sole discretion and upon notice to Coffeyville, require that Coffeyville provide it with satisfactory security for or adequate assurance ("Adequate Assurance") of Coffeyville's performance within 48 hours of giving such notice if:

- (i) Supplier determines that reasonable grounds for insecurity exist with respect to Coffeyville's ability to perform its obligations hereunder; or
- (ii) A Coffeyville payment default or event which, with the giving of notice or lapse of time or both, would become a payment default hereunder, has occurred.

In the event Supplier gives such a notice pursuant to clause (i) above, such notice shall include a summary of the information upon which Supplier has based its determination that such reasonable grounds for insecurity exist. Such summary shall be in sufficient detail to reasonably communicate Supplier's grounds that insecurity exists.

(b) Any requirement for Adequate Assurance shall be satisfied only by Coffeyville's delivery of the types of Eligible Forms of Assurance (as defined below) referred to in clauses (i) and/or (ii) of the definition thereof (it being agreed that the determination as to whether to provide either the type referred to in clause (i) or the type referred to in clause (ii) shall be made by Coffeyville in its sole discretion) or such other types of Eligible Forms of Assurance as Supplier shall deem acceptable in its sole discretion. "Eligible Forms of Assurance" shall consist of (i) an irrevocable standby or documentary letter of credit, for a duration and in an amount sufficient to cover a value up to the Current Exposure, including reasonable contingencies for the designated time

period, in a format reasonably satisfactory to Supplier and issued or confirmed by a bank reasonably acceptable to Supplier, (ii) a prepayment to cover a value up to the Current Exposure; (iii) a surety instrument for a duration and in an amount sufficient to cover a value up to the Current Exposure, in a format reasonably satisfactory to Supplier and issued by a financial institution or insurance company reasonably acceptable to Supplier; or (iv) a security interest in the assets of Coffeyville to the extent permitted by the terms of the Specified Indebtedness and sufficient, in the reasonable judgment of the Supplier, to secure the Current Exposure. To continue to satisfy any requirement for Adequate Assurance, the amount of any Eligible Form of Assurance deemed acceptable by Supplier as Adequate Assurance shall be adjusted from time to time so that it is sufficient to cover the Current Exposure as it fluctuates.

(c) Without prejudice to any other legal remedies available to Supplier and without Supplier incurring any Liabilities (whether to Coffeyville or to a third party), Supplier may, at its sole discretion, take any or all of the following actions if Coffeyville fails to give Adequate Assurance as required pursuant to this Section: (i) withhold or suspend its obligations, including payment obligations, under this Agreement, (ii) proceed against Coffeyville for damages occasioned by Coffeyville's failure to perform, or (iii) exercise its termination rights under Article 17.

(d) All bank charges relating to any letter of credit and any fees, commissions, costs and expenses incurred with respect to furnishing security are for Coffeyville's account.

(e) Coffeyville agrees, at any time and from time to time upon the request of Supplier, to execute, deliver and acknowledge, or cause to execute, deliver and acknowledge, such further documents and instruments and do such other acts and things as Supplier may reasonably request in order to fully effect the purposes of this Agreement.

(f) Notwithstanding anything to the contrary herein, Coffeyville may, within sixty (60) days of its providing Adequate Assurance hereunder and upon five (5) days prior written notice to Supplier, terminate this Agreement. Such termination by Coffeyville shall not be a default hereunder and shall be deemed a termination pursuant to Article 18 hereof; provided, that, nothing in this Section 11.3(f) shall limit any of Supplier's rights in the event Coffeyville fails to maintain acceptable Adequate Assurance or any other Event of Default with respect to Coffeyville occurs.

ARTICLE 12
REFINERY TURNAROUND, MAINTENANCE AND CLOSURE

12.1 Coffeyville promptly shall notify Supplier of any scheduled maintenance or turnaround at the Refinery, or any revision to previous scheduled maintenance or turnaround, which may affect receipts of Crude Oil at the Delivery Point or the processing of Crude Oil in the Refinery. The Parties shall cooperate with each other in establishing maintenance and turnaround schedules that do not unnecessarily interfere with the receipt of Crude Oil that Supplier has committed to purchase.

12.2 Coffeyville immediately shall notify Supplier orally (followed by prompt written notice) of any previously unscheduled downtime, maintenance or turnaround and its expected duration.

ARTICLE 13
TAXES

13.1 Prices in this Agreement do not include any applicable sales, use, valorem, excise, property, spill, environmental, or similar taxes, duties and fees (each, a "Tax" and collectively, "Taxes") regardless of the taxing authority. Coffeyville shall pay such Taxes unless there is an applicable exemption from such Tax, with written confirmation of such Tax exemption to be provided to Supplier. To the extent Supplier is required by law to collect such Taxes, one hundred percent (100%) of such Taxes shall be added to invoices as separately stated charges and paid in full by Coffeyville in accordance with this Agreement, unless Coffeyville is exempt from such Taxes and furnishes Supplier with a certificate of exemption. Supplier shall be responsible for all taxes imposed on Supplier's income or property (other than on any Crude Oil).

13.2 If Coffeyville disagrees with Supplier's determination that any Tax is due with respect to transactions under this Agreement, Coffeyville shall have the right to seek an administrative determination from the applicable taxing authority, or, alternatively, Coffeyville shall have the right to contest any asserted claim for such Taxes, subject to its agreeing to indemnify Supplier for the entire amount of such contested Tax (including any associated interest and/or late penalties) should such Tax be deemed applicable. Supplier agrees to reasonably cooperate with the Coffeyville in the event Coffeyville determines to contest any such Taxes.

13.3 Coffeyville and Supplier shall promptly inform each other in writing of any assertion by a taxing authority of additional tax liability in respect of said transactions. Any legal proceedings or any other action against Supplier with respect to such asserted liability shall be under Supplier's direction but Coffeyville shall be consulted. Any legal proceedings or any other action against Coffeyville with respect to such asserted liability shall be under Coffeyville's direction but Supplier shall be consulted. In any event, Coffeyville and Supplier shall fully cooperate with each other as to the asserted liability. Each party shall bear all the reasonable costs of any action undertaken by the other at the Party's request.

ARTICLE 14
INSURANCE

14.1 Insurance Coverages. Supplier shall procure and maintain in full force and effect throughout the term of this Agreement insurance coverages of the following types and amounts and with insurance companies rated not less than A- by A.M. Best, or otherwise reasonably satisfactory to Coffeyville in respect of Supplier's purchase of Crude Oil cargoes under this Agreement (provided the foregoing shall not limit Coffeyville's obligation to reimburse any insurance costs pursuant to Articles 6 and 7):

(a) Property (cargo) damage coverage on an "all risk" basis in an amount sufficient to cover the market value or potential full replacement cost of all Crude Oil (including, but not limited to Crude Oil cargoes and Crude Oil in transit in pipelines) to be delivered to Coffeyville at the Delivery Point. In the event that the market value or potential full replacement cost of all Crude Oil (Crude Oil cargoes and Crude Oil in transit in pipelines) exceeds the insurance limits available or the insurance limits available at commercially reasonable rates in the insurance marketplace, Supplier will maintain the highest insurance limit available at commercially reasonable rates; provided, however, that Supplier will promptly notify Coffeyville (and, in any event prior to the transportation of any Crude Oil that would not be fully insured) of Supplier's inability to fully insure any Crude Oil and provide full details of such inability. Notwithstanding anything to the contrary herein, Coffeyville, may, at its option and expense, upon prior notice to Supplier, endeavor to procure and provide such property damage coverage for the Crude Oil.

(b) Comprehensive or commercial general liability coverage and umbrella or excess liability coverage, which includes bodily injury, broad form property damage and contractual liability, marine or charterers' liability and "sudden and accidental pollution" liability coverage in a minimum amount of \$300,000,000 per occurrence and \$500,000,000 in the aggregate.

14.2 Additional Insurance Requirements.

(a) The foregoing policies shall include an endorsement that the underwriters waive all rights of subrogation against Coffeyville.

(b) Supplier shall cause its insurance carriers to furnish Coffeyville with insurance certificates, in a form and from a party reasonably satisfactory to Coffeyville, evidencing the existence of the coverages and endorsements required. The certificates shall specify that no insurance will be canceled during the term of this Agreement unless Coffeyville is given written notice prior to cancellation becoming effective. Supplier also shall provide renewal certificates within thirty (30) days before expiration of the policy.

(c) The mere purchase and existence of insurance does not reduce or release either Party from any liability incurred or assumed under this Agreement.

(d) Supplier shall comply with all notice and reporting requirements in the foregoing policies and timely pay all premiums.

ARTICLE 15 **FORCE MAJEURE**

15.1 Neither Party shall be liable to the other if it is rendered unable by an event of Force Majeure to perform in whole or in part any obligation or condition of this Agreement (other than payment obligations), for so long as the event of Force Majeure exists and to the extent that performance is hindered by the event of Force Majeure; provided, however, that the Party unable to perform (the "Affected Party") shall use any commercially reasonable efforts to

avoid or remove the event of Force Majeure. During the period that performance by the Affected Party of a part or whole of its obligations has been suspended by reason of an event of Force Majeure, the other Party (the "Non-Affected Party") likewise may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable, except for any payment and indemnification obligations.

15.2 The Affected Party shall give prompt oral notice to the Non-Affected Party, to be followed by written notice within twelve (12) hours after receiving notice of the occurrence of a Force Majeure event, including, to the extent feasible, the details and the expected duration of the Force Majeure event and the volume of Crude Oil affected. The Affected Party also shall promptly notify the Non-Affected Party when the event of Force Majeure is terminated. However, the failure or inability of the Affected Party to provide such notice within the time periods specified above shall not preclude it from declaring an event of Force Majeure, so long as it has diligently endeavored to notify the Non-Affected Party.

15.3 In the event the Affected Party's performance is suspended due to an event of Force Majeure in excess of thirty (30) consecutive days after the date that notice of such event is given, and so long as such event is continuing, the Non-Affected Party, in its sole discretion, may terminate or curtail its obligations under the Sale Contract or Sale Contracts affected by such event of Force Majeure (the "Affected Sale Contracts") by giving notice of such termination or curtailment to the Affected Party, and neither Party shall have any further liability to the other in respect of such Affected Sale Contracts to the extent terminated or curtailed, except for the rights and remedies previously accrued under this Agreement, any payment and indemnification obligations by either Party under this Agreement and the obligations set forth in Article 18.

15.4 If any Affected Sale Contract is not terminated pursuant to this Article 15 or any other provision of this Agreement, performance shall resume to the extent made possible by the end or amelioration of the event of Force Majeure in accordance with the terms of this Agreement; provided, however, that the term of this Agreement shall not be extended.

15.5 The Parties acknowledge and agree that the right of Supplier to declare a Force Majeure based upon any failure by a Counterparty to deliver Crude Oil under a Purchase Contract is solely for purposes of determining the respective rights and obligations as between Supplier and Coffeyville with respect to any Crude Oil delivery affected thereby, and any such declaration shall not excuse any Counterparty's default under one or more Purchase Contracts. Any claims that Supplier may have as a result of such Counterparty's failure shall be subject to Section 4.6 hereof and any other applicable provisions of this Agreement relating to claims against third parties.

ARTICLE 16 **MUTUAL REPRESENTATIONS AND WARRANTIES**

16.1 Each Party represents and warrants to the other Party as of the Closing Date of this Agreement and of each sale of Crude Oil hereunder, that:

- (a) It is an "Eligible Contract Participant" as defined in Section 1a(12) of the Commodity Exchange Act, as amended.

- (b) It is a “forward contract merchant” in respect of this Agreement and each Sale Contract hereunder constitutes a “forward contract,” as such terms are defined in the Bankruptcy Code.
- (c) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and in good standing under such laws.
- (d) It has the corporate, governmental or other legal capacity, authority and power to execute this Agreement, to deliver this Agreement and to perform its obligations under this Agreement, and has taken all necessary action to authorize the foregoing.
- (e) The execution, delivery and performance in the preceding paragraph (d) do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or Governmental Authority applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- (f) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement have been obtained or submitted and are in full force and effect, and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with.
- (g) Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law).
- (h) No Event of Default or Potential Event of Default has occurred and is continuing, and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.
- (i) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, Governmental Authority, official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or its ability to perform its obligations under this Agreement.
- (j) It is not relying upon any representations of the other Party other than those expressly set forth in this Agreement.
- (k) It has entered into this Agreement as principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), with a full understanding of the material terms and risks of the same, and is capable of assuming those risks.

(l) It has made its trading and investment decisions (including their suitability) based upon its own judgment and any advice from its advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party.

(m) The other Party (i) is acting solely in the capacity of an arm's-length contractual counterparty with respect to this Agreement, (ii) is not acting as a financial advisor or fiduciary or in any similar capacity with respect to this Agreement and (iii) has not given to it any assurance or guarantee as to the expected performance or result of this Agreement.

(n) It is not bound by any agreement that would preclude or hinder its execution, delivery, or performance of this Agreement.

(o) Neither it nor any of its Affiliates has been contacted by or negotiated with any finder, broker or other intermediary in connection with the sale of Crude Oil hereunder who is entitled to any compensation with respect thereto.

(p) None of its directors, officers, employees or agents or those of its Affiliates has received or will receive any commission, fee, rebate, gift or entertainment of significant value in connection with this Agreement.

ARTICLE 17

DEFAULT AND TERMINATION

17.1 Events of Default. Notwithstanding any other provision of this Agreement, the occurrence of any of the following shall constitute an "Event of Default":

(a) Either Party fails to make payment when due under this Agreement within one (1) Business Day after a written demand therefor; or

(b) Other than a default described in Sections 17.1(a) and (c), either Party fails to perform any material obligation or covenant to the other under this Agreement, which is not cured to the reasonable satisfaction of the other Party (in its sole discretion) within five (5) Business Days after the date that such Party receives written notice that such obligation or covenant has not been performed; or

(c) Either Party breaches any material representation or material warranty made or repeated or deemed to have been made or repeated by the Party, or any warranty or representation proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated under this Agreement; provided, however, that if such breach is curable, such breach is not cured to the reasonable satisfaction of the other Party within ten (10) Business Days after the date that such Party receives notice that corrective action is needed; or

(d) Either Party becomes Bankrupt; or

(e) Either Party or any of its Designated Affiliates (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or

grace period, there occurs a liquidation of, an acceleration of obligations under, or any early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf); or

(f) Coffeyville or any of its Affiliates sells, leases, subleases, transfers or otherwise disposes of, in one transaction or a series of related transactions, all or a material portion of the assets of the Refinery; or

(g) Coffeyville or any of its Affiliates (i) consolidates or amalgamates with, merges with or into, or transfers all or substantially all of its assets to, another entity (including an Affiliate) or any such consolidation, amalgamation, merger or transfer is consummated, and (ii) the successor entity resulting from any such consolidation, amalgamation or merger or the Person that otherwise acquires all or substantially all of the assets of Coffeyville or any of its Affiliates (A) does not assume, in a manner satisfactory to Supplier, all of Coffeyville's obligations hereunder, including under any Sale Contract or any Spread Adjustment, or (B) has an "issuer credit" rating below BB-by Standard and Poor's Ratings Group or a "family credit" rating below B1 by Moody's Investors Service, Inc. (or an equivalent successor rating classification); or

(h) Coffeyville fails to provide Adequate Assurance in accordance with Section 11.3; or

(i) There shall occur either (A) a default, event of default or other similar condition or event (however described) in respect of Coffeyville or any of its Affiliates under one or more agreements or instruments relating to Specified Indebtedness in an aggregate amount of not less than \$20,000,000 which has resulted in such Specified Indebtedness becoming due and payable under such agreements and instruments before it would have otherwise been due and payable or (B) a default by Coffeyville or any of its Affiliates (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than \$10,000,000 under such agreements or instruments (after giving effect to any applicable notice requirement or grace period), provided that a default under clause (B) above shall not constitute an Event of Default if (x) the default was caused solely by error or omission of an administrative or operational nature; (y) funds were available to enable the party to make the payment when due; and (z) the payment is made within two Business Days of such party's receipt of written notice of its failure to pay.

Coffeyville shall be the Defaulting Party upon the occurrence of any of the events described in clauses (f), (g), (h) and (i) above.

17.2 Remedies Upon Event of Default.

(a) Notwithstanding any other provision of this Agreement, upon the occurrence of an Event of Default with respect to either Party (referred to as the “Defaulting Party”), the other Party (the “Non-Defaulting Party”) shall have the right immediately and at any time(s) thereafter to terminate this Agreement and to liquidate and terminate any or all Sale Contracts then outstanding between the Parties; provided, however, that, in the case of an event described in Section 17.1(e), if Supplier is the Non-Defaulting Party, or an event described in Section 17.1(i), the exercise of Supplier’s rights hereunder shall be subject to the provisions of Section 17.3. A Settlement Amount (as defined below) shall be calculated in a commercially reasonable manner for each such liquidated and terminated Sale Contract and be payable by one Party to the other. “Settlement Amount” shall mean, with respect to a Sale Contract and the Non-Defaulting Party, the losses and costs (or gains) expressed in U.S. Dollars, which such Party incurs as a result of the liquidation, including losses and costs (or gains) based upon the then current replacement value of such Sale Contract together with, at the Non-Defaulting Party’s election but without duplication or limitation, all reasonable losses and costs which such Party incurs as a result of maintaining, terminating, obtaining or re-establishing any hedge or related trading positions, which, for purposes of such determination, shall include (x) the losses and costs (or gains) incurred as a result of the liquidation and termination of all Spread Adjustments and any hedges or trading positions related thereto, and (y) the losses and costs incurred by Supplier in terminating, transferring, redeploying or otherwise modifying any outstanding Purchase Contracts. The Settlement Amount shall be due to or from the Non-Defaulting Party as appropriate. The Non-Defaulting Party shall determine the Settlement Amount of each Sale Contract as of the date on which such termination occurs by reference to such futures, forward, swap and options markets as it shall select in its reasonable judgment. In calculating a Settlement Amount, the Non-Defaulting Party shall discount to present value (in any commercially reasonable manner based on London interbank rates for the applicable period and currency) any amount which would be due at a later date and shall add interest (at a rate determined in the same manner) to any amount due prior to the date of the calculation.

(b) Without limiting any other rights or remedies hereunder, if an Event of Default occurs and Supplier is the Non-Defaulting Party, Supplier may, in its discretion, (i) withhold or suspend its obligations, including any of its delivery or payment obligations, under this Agreement, (ii) reclaim and repossess any and all of the Crude Oil then held at the Refinery, and (iii) otherwise arrange for the disposition of any Crude Oil subject to outstanding Purchase Contracts and/or the modification, settlement or termination of such outstanding Purchase Contracts in such manner as it elects.

(c) The Non-Defaulting Party shall set off (i) all such Settlement Amounts that are due to the Defaulting Party, plus any performance security (including margin) then held by the Non-Defaulting Party, plus (at the Non-Defaulting Party’s election) any or all other amounts due to the Defaulting Party hereunder (including without limitation under Section 7.3 or 8.1 above), against (ii) all such Settlement Amounts that are due to the Non-Defaulting Party, plus any performance security (including margin) then held by the Defaulting Party, plus (at the Non-Defaulting Party’s election) any or all other

amounts due to the Non-Defaulting Party hereunder (including without limitation under Section 7.3 or 8.1 above), so that all such amounts shall be netted to a single liquidated amount payable by one Party to the other (the "Liquidated Amount"). The Party with the payment obligation shall pay the Liquidated Amount to the other Party within one Business Day of the liquidation.

(d) No delay or failure on the part of the Non-Defaulting Party to exercise any right or remedy to which it may be entitled on account of any Event of Default shall constitute an abandonment of any such right, and the Non-Defaulting Party shall be entitled to exercise such right or remedy at any time during the continuance of an Event of Default.

(e) The Non-Defaulting Party's rights under this Section shall be in addition to, and not in limitation or exclusion of, any other rights which the Non-Defaulting Party may have (whether by agreement, operation of law or otherwise), including without limitation any rights of recoupment, setoff, combination of accounts, as a secured party or under any LCs or other credit support. The Defaulting Party shall indemnify and hold the Non-Defaulting Party harmless from all costs and expenses, including reasonable attorney fees, incurred in the exercise of any remedies hereunder.

(f) If an Event of Default occurs, the Non-Defaulting Party may, without limitation on its rights under this Section, set off amounts which the Defaulting Party owes to it against any amounts which it owes to the Defaulting Party (whether hereunder, under a Sale Contract or otherwise and whether or not then due).

17.3 Forbearance Period.

(a) If a Specified Transaction Event of Default or a Specified Indebtedness Event of Default occurs, Supplier agrees that, for a period of up to sixty (60) consecutive calendar days thereafter (the "Forbearance Period"), it shall forbear from exercising its rights and remedies under Section 17.2 to the extent it is otherwise entitled to do so based on such occurrence; provided that:

(i) at all times during the Forbearance Period, either the Current Exposure shall equal zero or the aggregate amount of Undrawn LCs shall exceed the Current Exposure; and

(ii) at no time during the Forbearance Period, shall any other Event of Default have occurred.

(b) The Forbearance Period shall end on the earlier to occur of (i) the sixtieth (60th) day following the occurrence of the Specified Transaction Event of Default or the Specified Indebtedness Event of Default, as the case may be, or (ii) the time as of which the condition in either clause (i) or (ii) of Section 17.3(a) is no longer satisfied. During the Forbearance Period, Supplier shall continue to supply Crude Oil to Coffeyville pursuant to the provisions hereof.

(c) From and after the end of the Forbearance Period, Supplier shall be entitled to exercise any and all of the rights and remedies it may have (including without limitation under Section 17.2) based on the occurrence of such Specified Transaction Event of Default or Specified Indebtedness Event of Default, as the case may be, as if no Forbearance Period had occurred (regardless of whether such Specified Transaction Event of Default or Specified Indebtedness Event of Default, as the case may be, has been remedied or waived during such Forbearance Period).

ARTICLE 18
SETTLEMENT AT TERMINATION

18.1 Upon expiration or termination of this Agreement for any reason other than as a result of an Event of Default (such date, the "Termination Date"), the Parties promptly shall reconcile and determine all amounts owed to each other under this Agreement (the "Termination Amount"), as provided in this Article 18. The provisions of this Article 18 shall in no way limit the rights and remedies which the Non-Defaulting Party may have as a result of an Event of Default, whether pursuant to Section 17 above or otherwise.

(a) The Parties shall determine as soon as practicable how to dispose of any Contracted Volumes and whether any executory Purchase Contracts for such Contracted Volumes will be assigned by Supplier to Coffeyville. If the terms of a Purchase Contract permit and are satisfactory to Supplier in its sole discretion, Supplier shall assign to Coffeyville its rights and obligations under any Purchase Contract, to be effective as of the Termination Date, provided that such assignment results in Supplier's complete release from any obligations under such Purchase Contract. If an executory Purchase Contract is not assignable on terms reasonably satisfactory to Supplier, Coffeyville shall purchase and pay for such Crude Oil under the terms of such Purchase Contract through Supplier and Supplier shall transfer possession and title to such Crude Oil to Coffeyville following such payment by Coffeyville. Any failure to make such payment shall result in an Event of Default and entitle Supplier to exercise its rights and remedies hereunder as a Non-Defaulting Party.

(b) The Parties promptly shall exchange all information necessary to determine the final calculations of all Crude Oil Purchase Costs, the Fixed Supply Service Fee, and any and all necessary adjustments to amounts that are or were due one Party from the other Party since the Closing Date (whether or not previously invoiced or paid). Supplier shall compute the Net Carrying Cost as of the Termination Date.

(c) Coffeyville shall, at its option, either:

(i) On the Termination Date, purchase from Supplier all Inventories at the prices provided for herein; or

(ii) Purchase on a daily basis from Supplier all Contracted Volumes in accordance with the terms hereof in the normal course until all Contracted Volumes purchased by Supplier prior to the Termination Date have been delivered to Coffeyville at the Delivery Point.

(d) Supplier shall have no further obligation to purchase and shall not purchase or pay for Crude Oil or incur any Crude Oil Purchase Costs on and after the Termination Date. Except as a notice period may be required by an assignment agreement, Supplier shall not be obligated to purchase, take title to or pay for any Crude Oil as of the date that it notifies Coffeyville of the Termination Date.

18.2 Termination Amount.

(a) The Termination Amount shall equal (i) any unpaid amounts for Crude Oil that Coffeyville owes under this Agreement, plus (ii) any amounts that Coffeyville owes Supplier for the Fixed Supply Service Fee, plus (iii) to the extent not included in clauses (i) or (ii) above, any other amounts payable by Coffeyville under Section 7.3 or 8.1 above, plus (iv) any unpaid Net Carrying Cost, plus (v) any other amounts or adjustments that are owed by Coffeyville to Supplier under this Agreement, minus (vi) any other amounts or adjustments that are owed by Supplier to Coffeyville under this Agreement. All of the foregoing amounts shall be aggregated or netted to a single liquidated amount owing from one Party to the other. If the Termination Amount is a positive number, it shall be due to Supplier and if it is a negative number, the absolute value thereof shall be due to Coffeyville.

(b) Supplier shall prepare and provide Coffeyville with a statement showing the calculation of the Termination Amount within five (5) Business Days from the Termination Date or, if such determination cannot be made in a commercially reasonable manner by Supplier within such 5 Business Day period, within such longer period so long as Supplier proceeds in a commercially reasonable manner to complete the determination and calculation of such Termination Amount.

(c) Coffeyville or Supplier, as the case may be, shall pay the Termination Amount to the other within one (1) Business Day after receiving Supplier's calculation and all appropriate supporting documentation.

(d) Following the Termination Date, Supplier shall reasonably cooperate with Coffeyville, at Coffeyville's expense, for the purpose of the reassignment of any agreements previously assigned to Supplier and the transfer to Coffeyville of any and all shipper rights of any type whatsoever related to the Pipeline System.

ARTICLE 19
INDEMNIFICATION

19.1 To the fullest extent permitted by Applicable Law and except as specified otherwise elsewhere in this Agreement, Supplier shall defend, indemnify and hold harmless Coffeyville, its Affiliates, and their directors, officers, employees, representatives, agents and contractors for and against any Liabilities directly or indirectly arising out of (i) any breach by Supplier of any covenant or agreement contained herein or made in connection herewith or any representation or warranty of Supplier made herein or in connection herewith proving to be false or misleading, (ii) any failure by Supplier to comply with or observe any Applicable Law, (iii) Supplier's negligence or willful misconduct, or (iv) injury, disease, or death of any person or

damage to or loss of any property, fine or penalty, as well as any Liabilities directly or indirectly arising out of or relating to environmental losses such as oil discharges or violations of Environmental Law at or before the Delivery Point in performing its obligations under this Agreement, except to the extent that such injury, disease, death, or damage to or loss of property was caused by the negligence or willful misconduct on the part of Coffeyville, its Affiliates or any of their respective employees, representatives, agents or contractors.

19.2 To the fullest extent permitted by Applicable Law and except as specified otherwise elsewhere in this Agreement, Coffeyville shall defend, indemnify and hold harmless Supplier, its Affiliates, and their directors, officers, employees, representatives, agents and contractors for and against any Liabilities directly or indirectly arising out of (i) any breach by Coffeyville of any covenant or agreement contained herein or made in connection herewith or any representation or warranty of Coffeyville made herein or in connection herewith proving to be false or misleading, (ii) Coffeyville's handling, storage or refining of any Crude Oil or the products thereof, (iii) Coffeyville's negligence or willful misconduct, (iv) any failure by Coffeyville to comply with or observe any Applicable Law, or (v) injury, disease, or death of any person or damage to or loss of any property, fine or penalty, any of which is caused by Coffeyville or its employees, representatives, agents or contractors in the exercise of any of the rights granted hereunder, except to the extent that such injury, disease, death, or damage to or loss of property was caused by the negligence or willful misconduct on the part of Supplier, its Affiliates or any of their respective employees, representatives, agents or contractors.

19.3 In addition to the indemnification obligations set forth in Sections 19.1 and 19.2 and elsewhere in this Agreement, each Party (referred to as the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party"), its Affiliates, and their employees, directors, officers, representatives, agents and contractors, harmless from and against any and all Liabilities directly or indirectly arising from (i) the Indemnifying Party's breach of this Agreement, (ii) the Indemnifying Party's failure to comply with Applicable Law with respect to the sale, transportation, storage, handling or disposal of Crude Oil, unless such liability results from the Indemnified Party's negligence or willful misconduct or (iii) any of the Indemnifying Party's representations, covenants or warranties made herein proving to be materially incorrect or misleading when made.

19.4 The Parties' obligations to defend, indemnify, and hold each other harmless under the terms of this Agreement shall not vest any rights in any third party (whether a Governmental Authority or private entity), nor shall they be considered an admission of liability or responsibility for any purposes other than those enumerated in this Agreement.

19.5 Each Party agrees to notify each other as soon as practicable after receiving notice of any claim or suit brought against it within the indemnities of this Agreement, shall furnish to the other the complete details within its knowledge and shall render all reasonable assistance requested by the other in the defense; provided, that, the failure to give such notice shall not affect the indemnification provided hereunder, except to the extent that the Indemnifying Party is materially adversely affected by such failure. Each Party shall have the right but not the duty to participate, at its own expense, with counsel of its own selection, in the defense and settlement thereof without relieving the other of any obligations hereunder. Notwithstanding the foregoing, an Indemnifying Party shall not be entitled to assume responsibility for and control of any

judicial or administrative proceeding if such proceeding involves an Event of Default by the Indemnifying Party under this Agreement which shall have occurred and be continuing.

ARTICLE 20
LIMITATION ON DAMAGES

Unless otherwise expressly provided in this Agreement, the Parties' liability for damages is limited to direct, actual damages only (which include any amounts determined under Article 17) and neither Party shall be liable for specific performance, lost profits or other business interruption damages, or special, consequential, incidental, punitive, exemplary or indirect damages, in tort, contract or otherwise, of any kind, arising out of or in any way connected with the performance, the suspension of performance, the failure to perform, or the termination of this Agreement; provided, however, that, such limitation shall not apply with respect to (i) any third party claim for which indemnification is available under this Agreement or (ii) any breach of Article 22. Each Party acknowledges the duty to mitigate damages hereunder.

ARTICLE 21
AUDIT AND INSPECTION

21.1 During the Term of this Agreement each Party and its duly authorized representatives, upon reasonable notice and during normal working hours, shall have access to the accounting records and other documents maintained by the other Party, or any of the other Party's contractors and agents, which relate to this Agreement; provided, that, neither this Section nor Section 10.1(i) shall entitle Coffeyville to have access to any records concerning any hedges or offsetting transactions or other trading positions or pricing information that may have been entered into with other parties or utilized in connection with any Spread Quotations or Spread Adjustments. The right to inspect or audit such records shall survive termination of this Agreement for a period of two (2) years following the later of the Termination Date. Each Party shall preserve, and shall cause all contractors or agents to preserve, all of the aforesaid documents for a period of at least two (2) years from the Termination Date.

ARTICLE 22
CONFIDENTIALITY

22.1 In addition to Coffeyville's confidentiality obligations under the Transaction Guidelines, the Parties agree that the specific terms and conditions of this Agreement including the list of approved Counterparties, the Transaction Guidelines and the drafts of this Agreement exchanged by the Parties and any information exchanged between the Parties, including calculations of any fees or other amounts paid by Coffeyville to Supplier under this Agreement and all information received by Supplier from Coffeyville relating to the costs of operation, operating conditions, and other commercial information of Coffeyville not made available to the public, are confidential and shall not be disclosed to any third party, except (i) as may be required by court order or Applicable Laws or as requested by a Governmental Authority, (ii) to such Party's or its Affiliates' employees, directors, shareholders, auditors, consultants, banks, lenders, financial advisors and legal advisors, or (iii) to such Party's insurance providers, solely for the purpose of procuring insurance coverage or confirming the extent of existing insurance coverage; provided, that, prior to any disclosure permitted by this clause (iii), such insurance

providers shall have agreed in writing to keep confidential any information or document subject to this Section. The confidentiality obligations under this Agreement shall survive termination of this Agreement for a period of two years following the Termination Date. Coffeyville's Affiliates shall include GS Capital Partners V Fund and Kelso & Company solely for the purposes of this Article 22.

22.2 In the case of disclosure covered by clause (i) of Section 22.1, to the extent practicable and legally permissible, the disclosing Party shall notify the other Party in writing of any proceeding of which it is aware which may result in disclosure, and use reasonable efforts to prevent or limit such disclosure. The Party seeking to prevent or limit such disclosure shall be responsible for all costs and expenses incurred by both Parties in connection therewith. The Parties shall be entitled to all remedies available at law, or in equity, to enforce or seek relief in connection with the confidentiality obligations contained herein.

22.3 Tax Disclosure. Notwithstanding anything herein to the contrary, the Parties (and their respective employees, representatives or other agents) are authorized to disclose to any person the U.S. federal and state income tax treatment and tax structure of the transaction and all materials of any kind (including tax opinions and other tax analyses) that are provided to the Parties relating to that treatment and structure, without the Parties imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

ARTICLE 23
GOVERNING LAW

23.1 This Agreement shall be governed by, construed and enforced under the laws of the State of New York without giving effect to its conflicts of laws principles that would require the application of the laws of another state.

23.2 Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of any federal or state court of competent jurisdiction situated in the City of New York, (without recourse to arbitration unless both Parties agree in writing), and to service of process by certified mail, delivered to the Party at the address indicated in Article 25. Each Party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any objection to personal jurisdiction, whether on grounds of venue, residence or domicile.

23.3 **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT.**

ARTICLE 24
ASSIGNMENT

24.1 This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.

24.2 Coffeyville shall not assign this Agreement or its rights or interests hereunder in whole or in part, or delegate its obligations hereunder in whole or in part, without the express written consent of Supplier; provided, however, that no such consent shall be required with respect to an assignment by Coffeyville to any Person that succeeds to all or substantially all of the Refinery and assumes Coffeyville's obligations hereunder whether by contract, operation of law or otherwise if such Person has an "issuer credit" rating above B+ by Standard and Poor's Ratings Group and a "family credit" rating above B2 by Moody's Investors Service, Inc. (or an equivalent successor rating classification) or, if such Person is not rated by either of such rating agencies, its creditworthiness (as determined by Supplier in its commercially reasonable judgment) is equivalent or superior to that of an entity which has debt ratings that satisfy the foregoing ratings requirement. Supplier may, without Coffeyville's consent, assign and delegate all of Supplier's rights and obligations hereunder to (i) any Affiliate of Supplier, provided that the obligations of such Affiliate hereunder are guaranteed by The Goldman Sachs Group, Inc. or (ii) any non-Affiliate Person that succeeds to all or substantially all of its assets and business and assumes the Supplier's obligations hereunder, whether by contract, operation of law or otherwise, provided that the creditworthiness of such successor entity is equal or superior to the creditworthiness of Supplier immediately prior to such assignment. Any other assignment by Supplier shall require Coffeyville's consent.

24.3 Any attempted assignment in violation of this Article 24 shall be null and void *ab initio* and the non-assigning Party shall have the right, without prejudice to any other rights or remedies it may have hereunder or otherwise, to terminate this Agreement effective immediately upon notice to the Party attempting such assignment.

ARTICLE 25

NOTICES

25.1 All invoices, notices, requests and other communications given pursuant to this Agreement shall be in writing and sent by facsimile or nationally recognized overnight courier. A notice shall be deemed to have been received when transmitted by facsimile to the other Party's facsimile number set forth in Schedule I (if confirmed by the notifying Party's transmission report), or on the following Business Day if sent by nationally recognized overnight courier to the other Party's address set forth in Schedule I and to the attention of the person or department indicated; provided, that, a copy of any such notice or communication pursuant to Section 11, 15, 17, 18, 19 or 24 shall also be provided to the party indicated below. A Party may change its address or facsimile number by giving written notice in accordance with this Section, which is effective upon receipt.

If to Coffeyville, to:

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attn: Chief Executive Officer
Fax: 913-891-0000

And with additional copy to:

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attn: General Counsel
Fax: 913-891-0000

If to Supplier, to:

J. Aron & Company
One New York Plaza
New York, New York 10004
Attn: Daniel Feit

ARTICLE 26
NO WAIVER, CUMULATIVE REMEDIES

26.1 The failure of a Party hereunder to assert a right or enforce an obligation of the other Party shall not be deemed a waiver of such right or obligation. The waiver by any Party of a breach of any provision of, or Event of Default or Potential Event of Default under, this Agreement shall not operate or be construed as a waiver of any other breach of that provision or as a waiver of any breach of another provision of, Event of Default or Potential Event of Default under, this Agreement, whether of a like kind or different nature.

26.2 Each and every right granted to the Parties under this Agreement or allowed it by law or equity, shall be cumulative and may be exercised from time to time in accordance with the terms thereof and Applicable Law.

ARTICLE 27
NATURE OF THE TRANSACTION AND RELATIONSHIP OF PARTIES

27.1 This Agreement shall not be construed as creating a partnership, association or joint venture between the Parties. It is understood that Coffeyville is an independent contractor with complete charge of its employees and agents in the performance of its duties hereunder, and nothing herein shall be construed to make Coffeyville, or any employee or agent of Coffeyville, an agent or employee of Supplier.

27.2 Except as authorized by the Transaction Guidelines, neither Party shall have the right or authority to negotiate, conclude or execute any contract or legal document with any third person; to assume, create, or incur any liability of any kind, express or implied, against or in the name of the other, or to otherwise act as the representative of the other, unless expressly authorized in writing by the other.

ARTICLE 28
MISCELLANEOUS

28.1 If any Article, Section or provision of this Agreement shall be determined to be null and void, voidable or invalid by a court of competent jurisdiction, then for such period that

the same is void or invalid, it shall be deemed to be deleted from this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

28.2 The terms of this Agreement constitute the entire agreement between the Parties with respect to the matters set forth in this Agreement, and no representations or warranties shall be implied or provisions added in the absence of a written agreement to such effect between the Parties. This Agreement shall not be modified or changed except by written instrument executed by the Parties' duly authorized representatives.

28.3 No promise, representation or inducement has been made by either Party that is not embodied in this Agreement or the Temporary Assignment, and neither Party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

28.4 Time is of the essence with respect to all aspects of each Party's performance of any obligations under this Agreement.

28.5 Nothing expressed or implied in this Agreement is intended to create any rights, obligations or benefits under this Agreement in any person other than the Parties and their successors and permitted assigns.

28.6 All audit rights, payment, confidentiality and indemnification obligations and obligations under this Agreement shall survive the expiration or termination of this Agreement.

28.7 This Agreement may be executed by the Parties in separate counterparts and initially delivered by facsimile transmission or otherwise, with original signature pages to follow, and all such counterparts shall together constitute one and the same instrument.

28.8 All Sale Contracts and other transactions hereunder (including Spread Adjustments) are entered into in reliance on the fact this Agreement and all such Sale Contracts, Spread Adjustments and other transactions constitute a single integrated agreement between the parties, and the parties would not have otherwise entered into any Sale Contract, Spread Adjustments or other transactions hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Party hereto as caused this Agreement to be executed by its duly authorized representative as of the date first above written.

J. ARON & COMPANY

By: /s/ Jeffery A. Resnick

Title: Managing Director

Date: 12/23/2005

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Stanley A. Riemann

Title: C. O. O.

Date: December 23, 2005

Crude Oil Supply Agreement Signature Page

SCHEDULE I
NOTICE INFORMATION

Coffeyville Notice Information:

Trading: Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attention: Pat Quinn

Phone: 913-982-0455
Cellphone: 620-242-5117
Email: pjquinn@coffeyvillegroup.com
Fax: 913-981-0002

Or

Wyatt Jernigan
Phone: 281-217-7712
Cellphone: 713-775-7752

Operations and Scheduling:

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attention: Pat Quinn

Phone: 913-982-0455
Cellphone: 620-242-5117
Email: pjquinn@coffeyvillegroup.com
Fax: 913-981-0002

Settlement and Accounting:

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attention: Mike Reichert

Phone: 913-982-0472
Email: mjreichert@coffeyvillegroup.com
Fax: 913-981-0002

Credit and Finance:

Coffeyville Resources Refining & Marketing, LLC

10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attention: Tim Rens

Phone: 913-982-0470
Cellphone: 913-558-4649
Email: jtrens@coffeyvillegroup.com
Fax: 913-981-0002

Supplier Notice Information:

Trading:

Primary:

Steve Scala
85 Broad Street
New York N.Y. 10004
(212) 902 8400
Fax: (212) 357 1248
stephen.scala@gs.com

Alternate:

Jeff Frase
85 Broad Street
New York N.Y. 10004
(212) 902 8400
Fax: (212) 357 1248
jeff.frase@gs.com

Scheduling:

Primary:

James Brush
85 Broad Street
New York N.Y. 10004
(212) 902 7349
Fax: (212) 902 9874
ficc-jaron-physical@gs.com

Alternate:

Jennifer McSorley
85 Broad Street
New York N.Y. 10004
(212) 902 7349
Fax: (212) 902 9874
ficc-jaron-physical@gs.com

Payments:

Stan Preston
85 Broad Street
New York N.Y. 10004
Tel: 212-357-9101
Fax: 212-493-9084
ficc-cx-ny@ny.email.gs.com

Invoicing/Statements:

Primary:

Valerie Nunez
85 Broad Street
New York N.Y. 10004
(212) 902-5856
Fax: (212) 482-7028
ficc-jaron-coffeyville-info@ny.email.gs.com

Alternate:

Matt Preskenis
85 Broad Street
New York N.Y. 10004

(212) 357-3185
Fax: (212) 493-9849
ficc-jaron-coffeyville-info@ny.email.gs.com

Credit:

John Daniello
85 Broad Street
New York N.Y. 10004
(212) 855 0716
Fax: (212) 428 3417
john.daniello@gs.com

General Notices:

James Brush
Steve Scala
85 Broad Street
New York N.Y. 10004
Tel: (212) 902 8400
Fax: (212) 902 9874
Jim.brush@gs.com
stephen.scala@gs.com

FORM OF TEMPORARY ASSIGNMENT
TEMPORARY ASSIGNMENT OF TERMINALLING AGREEMENT

This Temporary Assignment Agreement ("Assignment"), effective as of the first day of January, 2006 (Effective Date"), is by and among Coffeyville Resources Refining & Marketing, LLC ("Customer"), Plains Marketing, L.P. ("Operator") and J. Aron & Company ("Customer Supplier").

RECITALS

1. On or about December __, 2005, Customer entered into a certain Crude Oil Supply Agreement (the "Supply Agreement") with Customer Supplier.
2. On or about December 10, 2004, Customer entered into a certain Terminalling Agreement with Operator. A copy of the Terminalling Agreement is attached and hereby incorporated by reference as Exhibit A.
3. Pursuant to paragraph 23(b) of the Terminalling Agreement, Customer desires to assign the Terminalling Agreement to Customer Supplier, with the consent of Operator, as provided herein.

NOW, THEREFORE, in consideration of the above Recitals, which are hereby incorporated by reference herein, and for other good and valuable consideration, receipt of which is acknowledged by the parties, the parties agree as follows:

1. Assignment. Customer hereby assigns to Customer Supplier, and Customer Supplier hereby accepts from Customer, all of its right, title and interest in and to the Terminalling Agreement commencing on the Effective Date and continuing for the term of the Supply Agreement, plus a reasonable wind down period (the last day of such wind down period to be referred to herein as the "Assignment Termination Date"). On the Assignment Termination Date, the Terminalling Agreement automatically will be deemed reassigned to Customer and Customer Supplier shall be deemed completely released from any and all liabilities or obligations under the Terminalling Agreement, except for obligations ("Accrued Obligations") incurred by Customer Supplier under the Terminalling Agreement prior to the Assignment Termination Date; provided, however, if for any reason such reassignment is not effective, any obligations of Customer Supplier as assignee of the Terminalling Agreement (other than "Accrued Obligations") will be nonetheless completely released. Operator hereby consents to this assignment on these terms with the express understanding by Customer and Customer Supplier that this assignment shall not serve as a novation, and that Customer shall also remain liable for its obligations under the Terminalling Agreement during the term of the Assignment and the remaining term of the Terminalling Agreement. Any termination date hereunder, including the Assignment Termination Date, shall be effective on the last day of the calendar month in which such termination date occurs.

2. Suspension of Paragraph 23(b), From the Effective Date to the Assignment Termination Date, the Customer Supplier shall have no right to make an assignment pursuant to or otherwise take any actions as a "Customer" under Section 23(b) of the Terminalling Agreement.

3. Environmental, From the Effective Date until the Assignment Termination Date, Operator will comply with all environmental laws and customary industry environmental practices with respect to its Cushing Terminal.

4. Miscellaneous, This Assignment may not be assigned, conveyed, transferred, or encumbered by any party without the receipt of prior written signed consent of all other parties. This Assignment expresses the whole agreement of the parties with regard to the subject matter herein. There are no promises, conditions or obligations other than those enumerated herein. This Assignment shall supersede all previous or contemporaneous communications, representations, or agreements, verbal or written, between or among the parties with regard to the subject matter herein. Each party to this Assignment agrees to perform any other or further acts, and execute and deliver any other or further documents, as may be necessary or appropriate to implement this Assignment. This Assignment shall not be modified in any manner, in whole or in part, except by a written instrument signed by each party to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date above.

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: _____
Its: _____

PLAINS MARKETING, L.P.

By: Plains Marketing GP Inc., its General Partner

By: _____
Its: _____

J. ARON & COMPANY

By: _____
Its: _____

TRANSACTION GUIDELINES

Supplier shall acquire Crude Oil on behalf of Coffeyville in accordance with Section 4.3, and in compliance with the other terms and conditions of this Agreement.

Both Parties agree that Purchase Contracts shall be entered into only with those Counterparties that confirm that the subject Crude Oil cargo complies with all applicable laws, including compliance with (a) the Export Administration Regulations ("EAR") issued by the U.S. Department of Commerce Bureau of Industry and Security ("BIS") including the prohibitions in part 758 of the EAR applicable to restrictive trade practices and boycotts, and (b) the U.S. trade embargoes and economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control ("OFAC").

Authorized Coffeyville Employees

The following Coffeyville personnel shall be authorized to act on behalf of Coffeyville pursuant to Section 4.3:

- Patrick Quinn
- Wyatt Jemigan
- Additional Coffeyville personnel to be designated in writing from time to time by Coffeyville to Supplier.

List of Approved Counterparties

The following is a list of Counterparties with whom Coffeyville is authorized to negotiate purchases of Crude Oil at the time of this Agreement. This list may change from time to time, in accordance with Section 4.3(b) of this Agreement.

(***)

NOMINATING AND SCHEDULING ACTIVITIES**Supplier Actions**

As described in Section 4 of this Agreement, Supplier's actions shall include but not be limited to the following actions: all reasonable and necessary actions to schedule pipeline transportation, terminalling and blending activities, an appurtenant Crude Oil movement and blending on behalf of Coffeyville, as directed by Coffeyville:

- Nominating the pipeline transportation to Pipelines and Terminal Operators, to the extent required by such parties; Supplier may also request information regarding Coffeyville's intra-month schedules, as may be needed to assist Supplier and Coffeyville in meeting the Responsibilities described in this Agreement
- Arranging the necessary logistics associated with ocean shipping, which may include, but is not limited to:
 - Freight Market Surveillance
 - Chartering Ocean-Going Vessels
 - Scheduling Waterborne Vessels from the FOB Loadport to Teppco's facilities located in Freeport, Texas.
 - Perform all Daily Vessel Operations, to the extent required by chartering agreements
 - Appointment of Vessel Agents, as may be required from time to time
 - Declaration of U.S. Customs Importation, where applicable
 - Appointment of Independent Inspectors, as may be required from time to time
- Providing all relevant communiqués and documents as may be requested by CRRM in accordance with the terms of the Agreement

Coffeyville Actions

As described in Section 4 of this Agreement, Coffeyville's actions shall include the following:

- Providing Supplier with the Monthly Delivery Plan as required by the Agreement
- Providing information as may be required by the Teppco Warfage "45 Day Advance Notice" Program
- Nominating and managing all intra-month scheduling requirements as may be required by Pipeline and Terminal Operators, including but not limited to the

following:

- Teppco's Freeport Facility,
- Seaway Pipeline,
- Red River Pipeline,
- Basin Pipeline,
- Plains Pipeline,
- Plains Terminaling Agreement
- Other service providers, as may be required to fulfill Coffeyville's responsibilities in accordance with Section 4 of the Agreement
- Acting as Supplier's scheduling agent with all onshore relevant Third Party services providers
- Naming and paying Supplier for any Gain and Loss Superintendent for waterborne shipment, if requested by Coffeyville and appointed by Supplier
- Providing all relevant communiqués and documents as may be requested by Supplier in accordance with the terms of the Agreement

FORM OF LC

WE HEREBY ESTABLISH OUR IRREVOCABLE STAND-BY LETTER OF CREDIT NO. _____

IN FAVOR OF:

J. ARON & COMPANY
85 BROAD STREET
NEW YORK, NY 10004
Attn: [Sherry Lankford]
Phone: (212) 902-1287
Telex: 6720148 GSPNY

BY ORDER AND FOR THE ACCOUNT OF:
(insert full style and address)

FOR AN AMOUNT OF:
US DOLLARS _____
(UNITED STATES DOLLARS _____)

AVAILABLE FOR PAYMENT AT SIGHT UPON PRESENTATION AT OUR COUNTERS IN (insert city and country where documents are to be presented) OF THE FOLLOWING DOCUMENT:

STATEMENT SIGNED BY A PURPORTEDLY AUTHORIZED REPRESENTATIVE OF J. ARON AND COMPANY CERTIFYING THAT (insert your company name) HAS NOT PERFORMED IN ACCORDANCE WITH THE TERMS OF THE CRUDE OIL SUPPLY AGREEMENT, DATED DECEMBER ____, 2005, BETWEEN J. ARON AND COMPANY AND (insert your company name) AND THE AMOUNT BEING DRAWN OF USD _____ DOES NOT EXCEED THAT AMOUNT WHICH J. ARON AND COMPANY IS ENTITLED TO DRAW.

SPECIAL CONDITIONS:

1. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.
2. ALL CHARGES RELATED TO THIS LETTER OF CREDIT ARE FOR OPENER'S ACCOUNT.
3. DOCUMENTS MUST BE PRESENTED NOT LATER THAN (INSERT EXPIRY DATE) OR IN THE EVENT OF FORCE MAJEURE INTERRUPTING OUR BUSINESS, WITHIN THIRTY (30) DAYS AFTER RESUMPTION OF OUR BUSINESS, WHICHEVER IS LATER.

UPON RECEIPT OF DOCUMENTS ISSUED IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE HEREBY IRREVOABLY UNDERTAKE TO COVER YOU AS PER YOUR INSTRUCTIONS WITH VALUE ONE BANK WORKING DAY.

THIS STANBY CREDIT IS SUBJECT to the UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), I.C.C. PUBLICATION 500.

[Name of Issuing Bank]

SUMMARY OF NET CARRYING COST EXAMPLE

(***)

FORM OF SALE CONFIRMATION

Please note that this is a draft confirmation and is being provided for your information and convenience only. A final confirmation will be forwarded to you upon completion of the transaction. This draft does not represent a commitment on the part of either party to enter into any transaction.

If there is a conflict between the terms of the Confirmation and the terms of the Crude oil Supply Agreement, the terms of the Confirmation shall govern.

To: COFFEYVILLE RESOURCES REFINING AND MARKETING, LLC
Attention: COUNTERPARTY CONTACT
From: J. Aron & Company

We are pleased to confirm the following Transaction with you.

Contract Reference Number: XXXXXXXXXXX X X
Trade Date: XX XXX XXXX
Buyer: COFFEYVILLE RESOURCES REFINING AND MARKETING, LLC
Seller: J. Aron & Company
Product: DOMESTIC SWEET (WEST TEXAS INTERMEDIATE QUALITY) CRUDE OIL
Quantity per Calendar Day: X,XXX.XX U.S. Barrel(s)
Total Quantity: XX,XXX..XX U.S. Barrel(s)
Delivery: FOB Teppco Terminal, Cushing, OK, XX XXX XXXX through XX XXX XXXX inclusive.
Price: USD XX.XX per BBL Fixed and Flat

All provisions contained or incorporated by reference in the Crude Oil Supply Agreement

dated as of XX XXXX, 2005 between Coffeyville Resources Refining & Marketing, LLC and J. Aron & Company will govern this confirmation except as expressly modified herein.

The Price referred to above is subject to adjustment pursuant to Article 10 of the Crude Oil Supply Agreement.

All other terms and conditions shall be in accordance with _____ General Terms & Conditions and _____'s Sale Confirmation, which shall be provided upon receipt.

Contacts:

Please note the following contacts act on behalf of J. Aron & Company

Operations: J. Aron & Company, New York
Telex: 6720148 GSPNY
Phone: (212) 902-7349
Fax: (212) 493-9847

Credit: J. Aron & Company, New York
Attn: Credit & Risk Management
Telex: 6720148 GSPNY
Phone: (212) 902-7482
Fax: (212) 493-9084

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this transaction (Contract Reference Number: XXXXXXXXXX X X) by signing this confirmation in the space provided below and immediately returning a copy of the executed confirmation via facsimile to the attention of Commodity Operations at:

New York: 1-212-493-9846 (J. Aron & Company)
London: 44-207-774-2135 (Goldman Sachs International)
Singapore: 65-6889-3525 (J. Aron & Company (Singapore) Pte.)

[NOTE: upon implementation of electronic confirmation process (referred to as "click and confirm"), foregoing language shall be modified accordingly]

Regards,
J. Aron & Company

Signed on behalf of J. Aron & Company
By:

Kathy Benini
Vice President
J. Aron & Company

Signed on behalf of COFFEYVILLE RESOURCES REFINING AND MARKETING, LLC

By: _____

Name:

Title:

FORM OF CONFIRMATION OF SPREAD QUOTATION

Date: _____

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attn: Chief Operating Officer
Fax: 913-891-0000

Gentlemen:

This will confirm the terms of a "Spread Adjustment" that you ("Coffeyville") and the undersigned ("Supplier") have entered into pursuant to the Crude Oil Supply Agreement, dated as of December ____, 2005, between Coffeyville and Supplier (the "Supply Agreement").

The terms of the Spread Adjustment are as follows:

Reference No. _____

Trade Date: _____, 200__

Commodity Type: Nymex West Texas Intermediate Crude Oil

Total Quantity: _____ U.S. Barrel(s)

[For basis trade include the following:

Commodity Types for basis trade: [insert two relevant Crude Oil types/grades]

Determination Period: _____

Floating Price Payer (A): Supplier

Floating Price Payer (B): Coffeyville

Floating Price (A): For Determination Period, the average of the closing settlement price(s) on _____ for the Nearby _____ Futures Contract (reference below)
[if appropriate, indicate plus/minus any agreed differential]

Nearby Contract (A): _____

Floating Price (B): For Determination Period, the average of the closing settlement price(s) on _____ for the Nearby _____ Futures Contract (reference below)

[if appropriate, indicate plus/minus any agreed differential]

Nearby Contract (B): _____]

[For Spread Adjustment, insert the following provisions:

Designated Pricing Period: _____

Spread Amount per Barrel: \$ _____

Buyer: [Supplier or Coffeyville] buys _____ month and sells _____ month

Seller: [Supplier or Coffeyville] sells _____ month and buys _____ month]

[if transaction is allocated to a particular Sale Contract, insert:

Related Sale Contract: _____]

The Spread Adjustment confirmed hereby is subject to and governed by the terms of the Supply Agreement and, accordingly, all amounts determined above shall be applied and settled pursuant to the Supply Agreement.

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to this transaction (Reference Number: _____) by signing this confirmation in the space provided below and immediately returning a copy of the executed confirmation via facsimile to the attention of Commodity Operations at New York: 1-212-493-9846 (J. Aron & Company). [NOTE: upon implementation of electronic confirmation process (referred to as "click and confirm"), foregoing language shall be modified accordingly]

Regards,
J. Aron & Company

By: _____
Name:
Title:

Agreed on behalf of
Coffeyville Resources Refining & Marketing, LLC

By: _____
Name:
Title:

FLOW DATES**Exhibit H to the Crude Oil Supply Agreement between J. Aron & Company and Coffeyville Resources Refining & Marketing, LLC****Applicable Flow, Invoice and Payment dates for Initial Term**

Note: Dates on which Invoices are based on Monthly Delivery Schedule quantities (instead of actual metered values) are designated with an Asterisk (*)

| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
|------------------------------------|--------------|-------------|--------------|-------------|
| *31Dec05 | 29Dec05 | Thu | 30Dec05 | Fri |
| * 1Jan06 | 30Dec05 | Fri | 3Jan06 | Tue |
| 2Jan06 | 3Jan06 | Tue | 4Jan06 | Wed |
| 3Jan06 | 4Jan06 | Wed | 5Jan06 | Thu |
| 4Jan06 * 5Jan06 * 6Jan06 | 5Jan06 | Thu | 6Jan06 | Fri |
| * 7Jan06 | 6Jan06 | Fri | 9Jan06 | Mon |
| 8Jan06 | 9Jan06 | Mon | 10Jan06 | Tue |
| 9Jan06 | 10Jan06 | Tue | 11Jan06 | Wed |
| 10Jan06 | 11Jan06 | Wed | 12Jan06 | Thu |
| 11Jan06 *12Jan06 *13Jan06 *14Jan06 | 12Jan06 | Thu | 13Jan06 | Fri |
| *15Jan08 | 13Jan06 | Fri | 17Jan06 | Tue |
| 16Jan06 | 17Jan06 | Tue | 18Jan06 | Wed |
| 17Jan06 | 18Jan06 | Wed | 19Jan06 | Thu |
| 18Jan06 *19Jan06 *20Jan06 | 19Jan06 | Thu | 20Jan06 | Fri |
| *21Jan06 | 20Jan06 | Fri | 23Jan06 | Mon |
| 22Jan06 | 23Jan06 | Mon | 24Jan06 | Tue |
| 23Jan06 | 24Jan06 | Tue | 25Jan05 | Wed |
| 24Jan06 | 25Jan06 | Wed | 26Jan06 | Thu |
| 25Jan06 *26Jan06 *27Jan06 | 26Jan06 | Thu | 27Jan06 | Fri |
| *28Jan06 | 27Jan06 | Fri | 30Jan06 | Mon |
| 29Jan06 | 03Jan06 | Mon | 31Jan06 | Tue |
| 30Jan06 | 31Jan06 | Tue | 1Feb06 | Wed |
| 31Jan06 | 1Feb06 | Wed | 2Feb06 | Thu |
| 1Feb06 * 2Feb06 * 3Feb06 | 2Feb06 | Thu | 3Feb06 | Fri |

| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
|---------------------------------------|--------------|-------------|--------------|-------------|
| * 4Feb06 | 3Feb06 | Fri | 6Feb06 | Mon |
| 5Feb06 | 6Feb06 | Mon | 7Feb06 | Tue |
| 6Feb06 | 7Feb06 | Tue | 8Feb06 | Wed |
| 7Feb06 | 8Feb06 | Wed | 9Feb06 | Thu |
| 8Feb06 * 9Feb06 * 10Feb06 | 9Feb06 | Thu | 10Feb06 | Fri |
| * 11Feb06 | 10Feb06 | Fri | 13Feb06 | Mon |
| 12Feb06 | 13Feb06 | Mon | 14Feb06 | Tue |
| 13Feb06 | 14Feb06 | Tue | 15Feb06 | Wed |
| 14Feb06 | 15Feb06 | Wed | 16Feb06 | Thu |
| 15Feb06 * 16Feb06 * 17Feb06 * 18Feb06 | 16Feb06 | Thu | 17Feb06 | Fri |
| * 19Feb06 | 17Feb06 | Fri | 21Feb06 | Tue |
| 20Feb06 | 21Feb06 | Tue | 22Feb06 | Wed |
| 21Feb06 | 22Feb06 | Wed | 23Feb06 | Thu |
| 22Feb06 * 23Feb06 * 24Feb06 | 23Feb06 | Thu | 24Feb06 | Fri |
| * 25Feb06 | 24Feb06 | Fri | 27Feb06 | Mon |
| 26Feb06 | 27Feb06 | Mon | 28Feb06 | Tue |
| 27Feb06 | 28Feb06 | Tue | 1Mar06 | Wed |
| 28Feb06 | 1 Mar06 | Wed | 2Mar06 | Thu |
| 1Mar06 * 2Mar06 * 3Mar06 | 2Mar06 | Thu | 3Mar06 | Fri |
| * 4Mar06 | 3Mar06 | Fri | 6Mar06 | Mon |
| 5Mar06 | 6Mar06 | Mon | 7Mar06 | Tue |
| 6Mar06 | 7Mar06 | Tue | 8Mar06 | Wed |
| 7Mar06 | 8Mar06 | Wed | 9Mar06 | Thu |
| 8Mar06 * 9Mar06 * 10Mar06 | 9Mar06 | Thu | 10Mar06 | Fri |
| * 11 Mar06 | 10Mar06 | Fri | 13Mar06 | Mon |
| 12Mar06 | 13Mar06 | Mon | 14Mar06 | Tue |
| 13Mar06 | 14Mar06 | Tue | 15Mar06 | Wed |
| 14Mar06 | 15Mar06 | Wed | 16Mar06 | Thu |
| 15Mar06 * 16Mar06 * 17Mar06 | 16Mar06 | Thu | 17Mar06 | Fri |
| * 18Mar06 | 17Mar06 | Fri | 20Mar06 | Mon |
| 19Mar06 | 20Mar06 | Mon | 21Mar06 | Tue |
| 20Mar06 | 21Mar06 | Tue | 22Mar06 | Wed |
| 21Mar06 | 22Mar06 | Wed | 23Mar06 | Thu |
| 22Mar06 * 23Mar06 * 24Mar06 | 23Mar06 | Thu | 24Mar06 | Fri |
| * 25Mar06 | 24Mar06 | Fri | 27Mar06 | Mon |
| 26Mar06 | 27Mar06 | Mon | 28Mar06 | Tue |

| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
|---------------------------|--------------|-------------|--------------|-------------|
| 27Mar06 | 28Mar06 | Tue | 29Mar06 | Wed |
| 28Mar06 | 29Mar06 | Wed | 30Mar06 | Thu |
| 29Mar06 *30Mar06 *31Mar06 | 30Mar06 | Thu | 31Mar06 | Fri |
| * 1Apr06 | 31Mar06 | Fri | 3Apr06 | Mon |
| 2Apr06 | 3Apr06 | Mon | 4Apr06 | Tue |
| 3Apr06 | 4Apr06 | Tue | 5Apr06 | Wed |
| 4Apr06 | 5Apr06 | Wed | 6Apr06 | Thu |
| 5Apr06 * 6Apr06 * 7Apr06 | 6Apr06 | Thu | 7Apr06 | Fri |
| *8Apr06 | 7Apr06 | Fri | 10Apr06 | Mon |
| 9Apr06 | 10Apr06 | Mon | 11Apr06 | Tue |
| 10Apr06 | 11Apr06 | Tue | 12Apr06 | Wed |
| 11Apr06 | 12Apr06 | Wed | 13Apr06 | Thu |
| 12Apr06 *13Apr06 *14Apr06 | 13Apr06 | Thu | 14Apr06 | Fri |
| *15Apr06 | 14Apr06 | Fri | 17Apr06 | Mon |
| 16Apr06 | 17Apr06 | Mon | 18Apr06 | Tue |
| 17Apr06 | 18Apr06 | Tue | 19Apr06 | Wed |
| 18Apr06 | 19Apr06 | Wed | 20Apr06 | Thu |
| 19Apr06 *20Apr06 *21Apr06 | 20Apr06 | Thu | 21Apr06 | Fri |
| *22Apr06 | 21Apr06 | Fri | 24Apr06 | Mon |
| 23Apr06 | 24Apr06 | Mon | 25Apr06 | Tue |
| 24Apr06 | 25Apr06 | Tue | 26Apr06 | Wed |
| 25Apr06 | 26Apr06 | Wed | 27Apr06 | Thu |
| 26Apr06 *27Apr06 *28Apr06 | 27Apr06 | Thu | 28Apr06 | Fri |
| *29Apr06 | 28Apr06 | Fri | 1May06 | Mon |
| 30Apr06 | 1May06 | Mon | 2May06 | Tue |
| 1May06 | 2May06 | Tue | 3May06 | Wed |
| 2May06 | 3May06 | Wed | 4May06 | Thu |
| 3May06 * 4May06 * 5May06 | 4May06 | Thu | 5May06 | Fri |
| * 6May06 | 5May06 | Fri | 8May06 | Mon |
| 7May06 | 8May06 | Mon | 9May06 | Tue |
| 8May06 | 9May06 | Tue | 10May06 | Wed |
| 9May06 | 10May06 | Wed | 11May06 | Thu |
| 10May06 *11May06 *12May06 | 11May06 | Thu | 12May06 | Fri |
| *13May06 | 12May06 | Fri | 15May06 | Mon |
| 14May06 | 15May06 | Mon | 16May06 | Tue |
| 15May06 | 16May06 | Tue | 17May06 | Wed |

| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
|------------------------------------|--------------|-------------|--------------|-------------|
| 16May06 | 17May06 | Wed | 18May06 | Thu |
| 17May06 *18May06 *19May06 | 18May06 | Thu | 19May06 | Fri |
| *20May06 | 19May06 | Fri | 22May06 | Mon |
| 21May06 | 22May06 | Mon | 23May06 | Tue |
| 22May06 | 23May06 | Tue | 24May06 | Wed |
| 23May06 | 24May06 | Wed | 25May06 | Thu |
| 24May06 *25May06 *26May06 *27May06 | 25May06 | Thu | 26May06 | Fri |
| *28May06 | 26May06 | Fri | 30May06 | Tue |
| 29May06 | 30May06 | Tue | 31May06 | Wed |
| 30May06 | 31May06 | Wed | 1Jun06 | Thu |
| 31May06 * 1Jun06 * 2Jun06 | 1Jun06 | Thu | 2Jun06 | Fri |
| * 3Jun06 | 2Jun06 | Fri | 5Jun06 | Mon |
| 4Jun06 | 5Jun06 | Mon | 6Jun06 | Tue |
| 5Jun06 | 6Jun06 | Tue | 7Jun06 | Wed |
| 6Jun06 | 7Jun06 | Wed | 8Jun06 | Thu |
| 7Jun06 *8Jun06 *9Jun06 | 8Jun06 | Thu | 9Jun06 | Fri |
| *10Jun06 | 9Jun06 | Fri | 12Jun06 | Mon |
| 11Jun06 | 12Jun06 | Mon | 13Jun06 | Tue |
| 12Jun06 | 13Jun06 | Tue | 14Jun06 | Wed |
| 13Jun06 | 14Jun06 | Wed | 15Jun06 | Thu |
| 14Jun06 *15Jun06 *16Jun06 | 15Jun06 | Thu | 16Jun06 | Fri |
| *17Jun06 | 16Jun06 | Fri | 19Jun06 | Mon |
| 18Jun06 | 19Jun06 | Mon | 20Jun06 | Tue |
| 19Jun06 | 20Jun06 | Tue | 21Jun06 | Wed |
| 20Jun06 | 21Jun06 | Wed | 22Jun06 | Thu |
| 21Jun06 *22Jun06 *23Jun06 | 22Jun06 | Thu | 23Jun06 | Fri |
| *24Jun06 | 23Jun06 | Fri | 26Jun06 | Mon |
| 25Jun06 | 26Jun06 | Mon | 27Jun06 | Tue |
| 26Jun06 | 27Jun06 | Tue | 28Jun06 | Wed |
| 27Jun06 | 28Jun06 | Wed | 29Jun06 | Thu |
| 28Jun06 *29Jun06 *30Jun06 | 29Jun06 | Thu | 30Jun06 | Fri |
| * 1Jul06 * 2Jul06 | 30Jun06 | Fri | 3Jul06 | Mon |
| * 3JUL06 | 3Jul06 | Mon | 5Jul06 | Wed |
| 4Jul06 | 5Jul06 | Wed | 6Jul06 | Thu |
| 6Jul06 * 6Jul06 * 7Jul06 | 6Jul06 | Thu | 7Jul06 | Fri |
| * 8Jul06 | 7Jul06 | Fri | 10Jul06 | Mon |

| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
|---------------------------|--------------|-------------|--------------|-------------|
| 9Jul06 | 10Jul06 | Mon | 11Jul06 | Tue |
| 10Jul06 | 11Jul06 | Tue | 12Jul06 | Wed |
| 11Jul06 | 12Jul06 | Wed | 13Jul06 | Thu |
| 12Jul06 *13Jul06 *14Jul06 | 13Jul06 | Thu | 14Jul06 | Fri |
| *15Jul06 | 14Jul06 | Fri | 17Jul06 | Mon |
| 16Jul06 | 17Jul06 | Mon | 18Jul06 | Tue |
| 17Jul06 | 18Jul06 | Tue | 19Jul06 | Wed |
| 18Jul06 | 19Jul06 | Wed | 20Jul06 | Thu |
| 19Jul06 *20Jul06 *21Jul06 | 20Jul06 | Thu | 21Jul06 | Fri |
| *22Jul06 | 21Jul06 | Fri | 24Jul06 | Mon |
| 23Jul06 | 24Jul06 | Mon | 25Jul06 | Tue |
| 24Jul06 | 25Jul06 | Tue | 26Jul06 | Wed |
| 25Jul06 | 26Jul06 | Wed | 27Jul06 | Thu |
| 26Jul06 *27Jul06 *28Jul06 | 27Jul06 | Thu | 28Jul06 | Fri |
| *29Jul06 | 28Jul06 | Fri | 31Jul06 | Mon |
| 30Jul06 | 31Jul06 | Mon | 1Aug06 | Tue |
| 31Jul06 | 1Aug06 | Tue | 2Aug06 | Wed |
| 1Aug06 | 2Aug06 | Wed | 3Aug06 | Thu |
| 2Aug06 *3Aug06 *4Aug06 | 3Aug06 | Thu | 4Aug06 | Fri |
| * 5Aug06 | 4Aug06 | Fri | 7Aug06 | Mon |
| 6Aug06 | 7Aug06 | Mon | 8Aug06 | Tue |
| 7Aug06 | 8Aug06 | Tue | 9Aug06 | Wed |
| 8Aug06 | 9Aug06 | Wed | 10Aug06 | Thu |
| 9Aug06 *10Aug06 *11Aug06 | 10Aug06 | Thu | 11Aug06 | Fri |
| *12Aug06 | 11Aug06 | Fri | 14Aug06 | Mon |
| 13Aug06 | 14Aug06 | Mon | 15Aug06 | Tue |
| 14Aug06 | 15Aug06 | Tue | 16Aug06 | Wed |
| 15Aug06 | 16Aug06 | Wed | 17Aug06 | Thu |
| 16Aug06 *17Aug06 *18Aug06 | 17Aug06 | Thu | 18Aug06 | Fri |
| *19Aug06 | 18Aug06 | Fri | 21Aug06 | Mon |
| 20Aug06 | 21Aug06 | Mon | 22Aug06 | Tue |
| 21Aug06 | 22Aug06 | Tue | 23Aug06 | Wed |
| 22Aug06 | 23Aug06 | Wed | 24Aug06 | Thu |
| 23Aug06 *24Aug06 *25Aug06 | 24Aug06 | Thu | 25Aug06 | Fri |
| *26Aug06 | 25Aug06 | Fri | 28Aug06 | Mon |
| 27Aug06 | 28Aug06 | Mon | 29Aug06 | Tue |

| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
|------------------------------------|--------------|-------------|--------------|-------------|
| 28Aug06 | 29Aug06 | Tue | 30Aug06 | Wed |
| 29Aug06 | 30Aug06 | Wed | 31Aug06 | Thu |
| 30Aug06 *31Aug06 * 1Sep06 * 2Sep06 | 31Aug06 | Thu | 1Sep06 | Fri |
| * 3Sep06 | 1 Sep06 | Fri | 5Sep06 | Tue |
| 4Sep06 | 5Sep06 | Tue | 6Sep06 | Wed |
| 5Sep06 | 6Sep06 | Wed | 7Sep06 | Thu |
| 6Sep06 * 7Sep06 * 8Sep06 | 7Sep06 | Thu | 8Sep06 | Fri |
| * 9Sep06 | 8Sep06 | Fri | 11Sep06 | Mon |
| 10Sep06 | 11Sep06 | Mon | 12Sep06 | Tue |
| 11Sep06 | 12Sep06 | Tue | 13Sep06 | Wed |
| 12Sep06 | 13Sep06 | Wed | 14Sep06 | Thu |
| 13Sep06 *14Sep06 *15Sep06 | 14Sep06 | Thu | 15Sep06 | Fri |
| *16Sep06 | 15Sep06 | Fri | 18Sep06 | Mon |
| 17Sep06 | 18Sep06 | Mon | 19Sep06 | Tue |
| 18Sep06 | 19Sep06 | Tue | 20Sep06 | Wed |
| 19Sep06 | 20Sep06 | Wed | 21Sep06 | Thu |
| 20Sep06 *21Sep06 *22Sep06 | 21Sep06 | Thu | 22Sep06 | Fri |
| *23Sep06 | 22Sep06 | Fri | 25Sep06 | Mon |
| 24Sep06 | 25Sep06 | Mon | 26Sep06 | Tue |
| 25Sep06 | 26Sep06 | Tue | 27Sep06 | Wed |
| 26Sep06 | 27Sep06 | Wed | 28Sep06 | Thu |
| 27Sep06 *28Sep06 *29Sep06 | 28Sep06 | Thu | 29Sep06 | Fri |
| *30Sep06 | 29Sep06 | Fri | 2Oct06 | Mon |
| 1Oct06 | 2Oct06 | Mon | 3Oct06 | Tue |
| 2Oct06 | 3Oct06 | Tue | 4Oct06 | Wed |
| 3Oct06 | 4Oct06 | Wed | 5Oct06 | Thu |
| 4Oct06 * 5Oct06 * 6Oct06 * 7Oct06 | 5Oct06 | Thu | 6Oct06 | Fri |
| * 8Oct06 | 6Oct06 | Fri | 10Oct06 | Tue |
| 9Oct06 | 10Oct06 | Tue | 11Oct06 | Wed |
| 10Oct06 | 11Oct06 | Wed | 12Oct06 | Thu |
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| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
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| Flow Dates | Invoice Date | Invoice Day | Payment Date | Payment Day |
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| *31Dec06 | 29Dec06 | Fri | 2Jan07 | Tue |

PORTIONS OF THIS EXHIBIT DENOTED WITH THREE ASTERISKS (***) HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT.

**AMENDMENT NO. 2 TO
PIPELINE CONSTRUCTION, OPERATION AND TRANSPORTATION COMMITMENT
AGREEMENT**

This Amendment No. 2 shall amend that certain Pipeline Construction, Operation and Transportation Commitment Agreement dated February 11, 2004 ("Agreement") by and between Plains Pipeline, L.P., a Texas limited partnership ("Carrier") and Coffeyville Resources Refining & Marketing, L.L.C, a Delaware limited liability company ("Shipper"), as follows:

WHEREAS, Carrier and Shipper are parties to the Agreement and desire to amend the Agreement on the terms and conditions set forth below; and

WHEREAS, Shipper is required on or after February 21, 2005 to take delivery from BP Crude Oil Supply Company of approximately 256,000 barrels of crude oil representing line fill from the Cushing Chicago Pipeline System at Broome Station ("Line Fill"), which Line Fill is destined for delivery to Coffeyville, Kansas via the Coffeyville Resources Crude Transportation, LLC 16-inch pipeline running from Broome Station to the Shipper's refinery in Coffeyville, Kansas; and

WHEREAS, although the Line Fill is not Tendered or Deemed Tendered under the Agreement, Carrier is willing to give Shipper credit for the Line Fill toward Shipper's Volume Commitment under Sections 2.1 (Commitment and Transportation Service) and 2.3 (Deficiency Payments) of the Agreement

NOW THEREFORE, Carrier and Shipper, intending to be legally bound, hereby agree as follows:

1. Carrier will receive credit pursuant to Sections 2.1 and 2.3 of the Agreement, up to a maximum total of 256,000 barrels, for each barrel of Line Fill delivered by or on behalf of Shipper to Coffeyville, Kansas on or after February 21, 2005. The credit shall only be applied to Shipper's Volume Commitment under the Agreement for the month in which the portion of the Line Fill being credited is actually delivered to Coffeyville, Kansas. If the delivery takes place in more than one calendar quarter, the Line Fill actually delivered in any calendar quarter can only be credited to the Shipper's Volume Commitment for that calendar quarter

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement

This Amendment No. 2 may be executed in counterparts, which taken together shall constitute one and the same instrument and either party to this Amendment No. 2 may execute this Amendment No. 2 by signing any such counterpart. Except as previously amended by Amendment No. 1 and as otherwise amended herein by this Amendment No. 2, the Agreement shall remain unchanged and in full force and effect, and is hereby in all respects ratified and confirmed

IN WITNESS WHEREOF, Carrier and Shipper have executed this Amendment No 2 to be effective as of the 21st day of February, 2005

PLAINS PIPELINE, L.P.
By: Plains Marketing GP Inc., its General Partner

By: /s/ George R Coiner
Name: George R Coiner
Title: Senior Group Vice President

COFFEYVILLE RESOURCES REFINING & MARKETING, L.L.C

By: /s/ Stanley A. Riemann
Name: Stanley A. Riemann
Title: Chief Operating Officer

**AMENDMENT NO. 1 TO
PIPELINE CONSTRUCTION, OPERATION AND
TRANSPORTATION COMMITMENT AGREEMENT**

AMENDMENT NO. 1 (this "**Amendment**"), dated as of July 15, 2004, to the Pipeline Construction, Operation and Transportation Commitment Agreement (the "**Commitment Agreement**") dated February 11, 2004, by and between Plains Pipeline, L.P., a Texas limited partnership ("**Carrier**") and Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company ("**Shipper**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Commitment Agreement.

WITNESSETH:

WHEREAS, the Carrier and Shipper are parties to the Commitment Agreement and desire to amend the Commitment Agreement on the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agrees as follows:

1. Amendments to the Commitment Agreement.

(a) Section 2.1(i) of the Commitment Agreement is hereby amended by adding the following sentence at the end of subsection 2.1(i):

For the avoidance of all doubt, for purposes of this Sections 2.1 and 2.3, and Carrier's pipeline space allocation procedures, Shipper will receive credit toward Shipper's Volume Commitment for all shipments of Specified Crude Oil Shipper causes to be tendered by third parties on its behalf and all such third party shipments shall be deemed to be shipments of Shipper (i.e., as though Shipper were shipper of record respecting all such shipments) for purposes of this Agreement. Such third party volumes shall also be credited to Carrier's transportation service obligations to Shipper.

(b) Section 2.2 of the Commitment Agreement is amended by adding the following words in the seventh line thereof after the word "System" and before the word "exceed":

“, including without limitation costs incurred to obtain necessary additional rights of way which are not currently owned by Coffeyville Resources Crude Transportation, LLC,

2. Binding Effect. Except as hereby amended, the Agreement shall remain in full force and effect, and is hereby, in all respects, ratified and confirmed.

3. Miscellaneous.

(a) Execution in Counterparts. This Amendment may be executed in counterparts, which taken together shall constitute one and the same instrument and either party to this Amendment may execute this Amendment by signing any such counterpart.

(b) Headings. The section and subsection headings appearing in this Amendment are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

(c) Severability. If any provision contained in or obligation under this Amendment 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.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

PLAINS PIPELINE, L.P.

By Plains Marketing GP Inc., its General Partner

By: /s/ George Coiner

Name: George Coiner

Title: Senior Group Vice President

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Philip L. Rinaldi

Philip L. Rinaldi

Chief Executive Officer

3. Miscellaneous.

(a) Execution in Counterparts. This Amendment may be executed in counterparts, which taken together shall constitute one and the same instrument and either party to this Amendment may execute this Amendment by signing any such counterpart.

(b) Headings. The section and subsection headings appearing in this Amendment are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Amendment.

(c) Severability. If any provision contained in or obligation under this Amendment 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.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

PLAINS PIPELINE, L.P.

By Plains Marketing GP Inc., its General Partner

By: _____

Name: _____

Title: _____

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Philip L. Rinaldi
Philip L. Rinaldi
Chief Executive Officer

**PIPELINE CONSTRUCTION, OPERATION AND
TRANSPORTATION COMMITMENT AGREEMENT**

This Pipeline Transportation Service Agreement (this "Agreement") dated this 11th day of February, 2004 (the "Effective Date") is entered into by and between Plains Pipeline, L.P., a Texas limited partnership ("Carrier") and Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company ("Shipper"). Carrier and Shipper are sometimes referred to herein individually as "Party" and collectively as the "Parties."

WHEREAS Shipper is in the process of acquiring from Farmland Industries, Inc. its refinery and related assets (the "Refinery") located in Coffeyville, Kansas, the closing of which (the "Closing") is anticipated to occur on or about February 12, 2004;

WHEREAS Carrier is proposing to construct, by the Target Completion Date (as hereinafter defined), own and operate a pipeline system comprised of a 16 inch diameter pipeline and related equipment to extend from Cushing, Oklahoma to Broom Station, Caney, Kansas for the transportation of crude oil to the Refinery and such other destinations as may hereafter be established by Carrier (the "Cushing to Broom Pipeline System"); and

WHEREAS Carrier's obligation to construct the Cushing to Broom Pipeline System and Shipper's obligations to ship or cause to be transported and pay are be subject to the occurrence of the Closing, notice of which Shipper will give if and when the Closing occurs;

WHEREAS Shipper has requested and Carrier has agreed to transport, or cause others to transport, the Volume Commitment (as hereinafter defined) of Specified Crude Oil (as hereinafter defined), during the term hereof, tendered by Shipper or Shipper's agent (or others who transport volumes pursuant to request of Shipper) to Carrier pursuant to the terms and conditions of this Agreement;

WHEREAS Shipper wishes to make a firm commitment regarding the transportation of the Volume Commitment of Specified Crude Oil for the First Period (as hereinafter defined) of the term hereof on the Cushing to Broom Pipeline System; and

WHEREAS in recognition of the commitment provided by Shipper for the Cushing to Broom Pipeline System, Carrier is prepared to construct, own and operate the Cushing to Broom Pipeline System in accordance with the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shipper and Carrier agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 *Definitions.* Capitalized terms used herein shall have the meanings set forth below or in FERC No. 2.

"Commencement Date" means the day on which the Cushing to Broom Pipeline System becomes operational, as notified by Carrier to Shipper in writing.

"Deemed Tendered" means Specified Crude Oil that Shipper proposes to tender at the Point of Origin but which Carrier is unable to transport over the Cushing to Broom Pipeline system for any reason other than Force Majeure or the fault of Shipper.

“Destination” has the meaning given in Section 2.1.

“FERC” means the Federal Energy Regulatory Commission.

“FERC No. 2” means Carrier’s tariff FERC No. 2, as supplemented or superseded from time to time. A copy is attached hereto and made a part hereof.

“First Period” means the first five years of the Term, commencing on the Commencement Date and ending on the fifth anniversary of the Commencement Date.

“Notice to Proceed” means the notice to be given by Shipper to Carrier notifying Carrier that the Closing has occurred and that Carrier is authorized and directed to proceed to commence construction of the Cushing to Broom Pipeline System.

“Outside Date” means the date that is nine months after the date of the Notice to Proceed.

“Point of Origin” has the meaning given in Section 2.1.

“Proposed FERC Tariff” means the FERC tariff to be filed by Carrier consistent with this Agreement.

“Refinery Operating Plan” means Shipper’s annual operating plan for the Refinery which sets forth planned outages during such year, and as such plan shall be updated by Shipper from time to time.

“Second Period” means the period commencing at the end of the First Period and continuing for 15 years thereafter.

“Specified Crude Oil” means crude oil falling within the ranges set forth below:

(i) Gravity: Minimum 26 degrees API gravity at 60 degrees Fahrenheit;

(ii) Viscosity: Maximum 90 Saybolt Universal Seconds at 60 degrees Fahrenheit;

(iii) Pressure: Reid Vapor Pressure not to exceed 9 pounds per square inch at any time;

(iv) Impurities: Sediment (BS&W), water and other impurities; less than 1%; each of the above as determined by the accepted A.S.T.M. Standard.

“Target Completion Date” means the date that is eight months after the date of the Notice to Proceed.

“Tariff Rate” has the meaning given in Section 2.2.

“Tendered” means Specified Crude Oil that is actually tendered for delivery and is transported over the Cushing to Broom Pipeline System or Crude Oil that is Deemed Tendered.

“Term” has the meaning set forth in Section 3.1 of this Agreement.

“Volume Commitment” has the meaning set forth in Section 2.1.

“Volume Deficiency” has the meaning set forth in Section 2.3.

ARTICLE II
COMMITMENT AND TRANSPORTATION SERVICE AND RATES

2.1 Commitment and Transportation Service. Subject to the provisions of this Agreement, and FERC No. 2:

(i) Beginning on the Commencement Date and continuing thereafter during the First Period of the Term of this Agreement, Shipper agrees to Tender, or cause others to Tender, to Carrier, pursuant to the Proposed FERC Tariff and the FERC Tariff as filed and effective from and after the Commencement Date, at Cushing, Oklahoma (the "Point of Origin"), for transportation to Broom Station, Caney, Kansas (the "Destination") a daily average of 80,000 barrels per day of Specified Crude Oil (the "Volume Commitment"), and Carrier agrees to provide transportation service hereunder for Shipper in respect of such volumes of Specified Crude Oil Tendered.

(ii) For the remaining 15 years of the Term and each Renewal Term, (a) Shipper agrees to Tender to Carrier, all its Specified Crude Oil required to be transported into the Refinery, up to the capacity of the Cushing to Broom Pipeline System (other than crude oil to be transported which Shipper will purchase from the crude oil gathering system owned by its affiliate Coffeyville Resources Crude Transportation, LLC (as such gathering system is configured and built on the date hereof); and (b) Carrier agrees that if Destinations, other than Broom Station for delivery to Shipper, are added to the Cushing to Broom Pipeline System during the term hereof, then Carrier shall expand the capacity throughput of the Cushing to Broom Pipeline System to accommodate the additional volumes so as to avoid any adverse impact on the volumes being transported by Shipper at such time hereunder.

2.2 Contract Rate. Beginning on the Commencement Date and continuing thereafter during the Term of this Agreement, Shipper shall be obligated to pay for all transportation service up to the Volume Commitment for any period in accordance with the Proposed FERC Tariff and the FERC Tariff as filed and effective which shall have a minimum initial rate of \$0.242 (twenty-four cents and two mills) per barrel of Specified Crude Oil (the "Initial Rate"), as such rate shall be adjusted from time to time pursuant to Section 2.4 (as so adjusted, the "Tariff Rate"); provided that (***)

In addition, the Tariff Rate shall be subject to the following viscosity surcharge (in cents per barrel) for each barrel of Specified Crude Oil shipped over the Cushing to Broom Pipeline System having a viscosity in excess of 90 Saybolt Universal Seconds ("SUS") at 60 degrees Fahrenheit:

| Viscosity (SUS range) | Surcharge (cents per bbl) |
|-----------------------|---------------------------|
| 90-99 | 0.6 |
| 100-109 | 0.75 |
| 110-119 | 0.9 |

2.3 Deficiency Payments. Beginning on the Commencement Date and continuing thereafter during the First Period of the Term of this Agreement, Shipper's Volume Commitment (in barrels) for a month or part of a month ("Contract Month") shall be determined by multiplying the daily Volume Commitment by the number of days in such Contract Month. Shipper agrees to pay Carrier the Tariff

Rate (upon invoice at the end of each calendar quarter) for any Volume Deficiency (the positive difference of subtracting the Barrels which Shipper has Tendered for a Contract Month from Shipper's Volume Commitment for such Contract Month) remaining after crediting volumes in excess of the Volume Commitment for such quarter against such Volume Deficiencies. For avoidance of doubt, Volume Deficiencies occurring during any Contract Month during a calendar quarter may be made up utilizing volume credits arising during any other Contract Month in the same calendar quarter. There shall be no carryover volume credits or makeup of Volume Deficiencies between or among different calendar quarters except as follows:

(i) if a Volume Deficiency occurs as a result of an event of Force Majeure, then Shipper's Volume Deficiency shall be reduced to the extent that Shipper's deliveries are directly affected by such event of Force Majeure. In addition, In the event Carrier's obligations or services are directly affected by an event of Force Majeure, such obligations or services of Carrier shall be relieved for the duration of such Force Majeure event. If there are any such reductions of the Volume Deficiency due to Force Majeure, the First Period shall be extended by the number of days required to achieve the cash revenue equal to or greater than the deficiency payment otherwise required by this provision, "Force Majeure" means an event beyond the reasonable control of the party affected which unexpectedly impedes such party's performance hereunder, which shall include without limitation an act of God, fire, flood, war, military action or act of public enemy, national emergency, blackout or other failure of utilities, general failure of the banking or postal system, vandalism or other criminal acts, acts of terrorism, quarantine, the authority of law, strikes, riots, civil disorder, or action, requisition or necessity of a government entity.

(ii) If a Volume Deficiency occurs as a result of planned outages under the Refinery Operating Plan, then Shipper's Volume Deficiency shall be reduced to the extent that Shipper's deliveries are directly affected by such planned outages under the Refinery Operating Plan up to a maximum reduction in the Volume Commitment of 10,000 barrels per day on an average basis over any calendar year of the First Period. (In other words, the Volume Commitment shall in no event be reduced below 70,000 barrels per day for any calendar year as a result of planned outages under the Refinery Operating Plan.) If there are any such reductions of the Volume Deficiency due to planned outages under the Refinery Operating Plan, the First Period shall be extended by the number of days required to achieve the cash revenue equal to or greater than the deficiency payment otherwise required by this provision.

2.4 Revisions to Contract Terms or Contract Rate. Except as provided in this provision during the Term of this Agreement, Carrier will not revise the terms of the Proposed FERC Tariff after it is filed and effective. No more than once a year and upon thirty (30) days written notice to Shipper, Carrier shall have the right, at its sole discretion, to adjust the rate payable for transportation under the filed and effective FERC Tariff by the indexing methodology set by the FERC pursuant to 18 C.F.R §342.3. In addition, Carrier reserves the right to seek tariff surcharges or increases due to (i) increased costs for utility services, including costs for electricity and natural gas service; and (ii) new state or federal regulatory rules or regulations that are implemented that require Carrier to make capital improvements; provided that increases to account for capital improvements made pursuant to clause (ii) shall be amortized over a five-year period, net of tax benefits, with an interest factor of the prime rate as published in the Wall Street Journal from time to time plus 1.5% per annum on such net amount.

2.5 Loss Allowance. A deduction will be made to each monthly invoice to cover the actual crude losses occurring due to evaporation, interface, losses, and other normal losses during transportation for the period covered by the applicable invoice.

2.6 FERC Jurisdiction. This Agreement is subject to all applicable rules and regulations of the FERC. Shipper agrees that it shall not protest, file a complaint or otherwise contest in any federal or state judicial or administrative proceeding the reasonableness of the rates and charges contained in this Agreement, including the Proposed FERC Tariff as and after it is filed and effective.

**ARTICLE III
TERM OF AGREEMENT AND TERMINATION**

3.1 **Term.** The term of Agreement shall be effective from the Effective Date and shall continue until the end of the Second Period (the "Term"), unless terminated earlier pursuant to Section 3.3 hereof. This Agreement is binding on the parties from the Effective Date but neither party shall have any affirmative performance obligations (other than Shipper's giving notice of the Closing) until the Closing occurs, which notice Carrier shall give by facsimile upon the occurrence of the Closing. The term of this agreement for purposes of crude transportation service and payment obligations shall consist of the First Period and the Second Period thereafter, for a total commitment and service period of 20 years from the Commencement Date, unless extended pursuant to Section 2.3. Carrier shall give written notice to Shipper as to the Commencement Date in accordance with Article IV.

3.2 **Renewal Terms.** At the expiry of the Term, this Agreement shall continue for consecutive renewal terms of five years each (each a "Renewal Term") unless either party gives written notice of its desire to terminate this Agreement not later than one year prior to the end of the then-effective Term or Renewal Term, as the case may be.

3.3 **Termination.** Except as provided in Section 3.2, this Agreement shall terminate if the Closing has not occurred by April 30, 2004.

**ARTICLE IV
INVOICING AND PAYMENT**

4.1 **Payment.** Carrier shall provide Shipper with a monthly invoice on or about the fifteenth day of the month for transportation services rendered in the immediately prior month, setting forth the number of barrels Tendered (including barrels Deemed Tendered), the amount of any Volume Deficiency payment due and the calculation thereof, and the amount of any true-up for losses for the month pursuant to Section 2.5. Shipper shall render payment no later than 15 days after receipt.

**ARTICLE V
PIPELINE CONSTRUCTION, OPERATION AND MAINTENANCE**

5.1 **Notice to Proceed.** Promptly following the Closing, Shipper shall give Carrier a Notice to Proceed, stating that the Closing has occurred and that Carrier is authorized to proceed to commence the permitting, design, engineering and construction of the Cushing to Broom Pipeline System.

5.2 **Construction.** Upon receipt of the Notice to Proceed, Carrier shall immediately commence preparation of the routing and design. Shipper shall cooperate with Carrier with respect to providing assistance to grant Carrier access to Shipper's rights of way for purposes of construction, ownership, operation and maintenance of the Cushing to Broom Pipeline System.

5.3 **Schedule and Completion.** Carrier shall use its best efforts to complete the Cushing to Broom Pipeline System by the Target Completion Date, and in any event by the Outside Date, Carrier shall provide Shipper with a written status reports for each month no later than the tenth day of the succeeding month, setting forth progress and remaining activities to achieve completion, together with a status of likelihood to complete by the Target Completion Date and any anticipated delays in meeting the schedule. Carrier shall have no liability for failure to complete the Cushing to Broom Pipeline System by the Outside Date except in case of gross negligence or willful misconduct.

5.4 **Cooperation and Documentation.** Shipper and Carrier shall cooperate fully at all times with each other to facilitate the timely construction of the Cushing to Broom Pipeline System, and each agrees to enter into such other documents as may be appropriate to facilitate construction and timely completion of the Cushing to Broom Pipeline System, such as rights of way, which shall include provisions for appropriate insurance respecting construction and operations on Shipper property.

Shipper will grant Carrier rights of way over Shipper's existing rights of way sufficient for the construction, ownership, operation and maintenance of the Cushing to Broom Pipeline System by customary assignments or partial assignments with carrier's liability as assignee commencing as and from the effective date of the assignment with assignor retaining pre-effective date obligations and conditions.

5.5 **Compliance with Laws.** At all times during the Term and any Renewal Terms Carrier shall (i) operate and maintain the Cushing to Broom Pipeline System in conformance with all applicable laws and prudent pipeline operating practice and (ii) maintain adequate insurance coverage over the rights of way granted by Shipper to Carrier. Shipper shall be an additional insured and Carrier shall indemnify Shipper for all damage or loss that it may suffer in connection with Carrier's activities on Shipper's property. At all times during the Term and any Renewal Terms Shipper shall perform its obligations hereunder in conformance with all applicable laws

ARTICLE VI GENERAL PROVISIONS

6.1 **Notice.** All notices, requests or consents ("Notice") required or permitted to be given hereunder shall be in writing and delivered by hand or by telecopier, or sent, postage prepaid, by registered, certified or express mail, or reputable overnight courier service and shall be deemed given when so delivered by hand, telecopy, or if mailed, three (3) days after mailing (on the day of delivery in the case of express mail or overnight courier service) as follows:

If to Carrier:

Plains Pipeline, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Fax: (713) 646-4306
Attention: Allen Hebert, Director — Business Development

With a copy to:

Plains Pipeline, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Fax: (713) 646-4216
Attention: Lawrence J. Dreyfuss, Associate General Counsel

If to Shipper:

Coffeyville Resources Refining & Marketing, LLC
PO Box 1566
Coffeyville, Kansas 67337
Fax: 212-832-4270
Attention: Philip Rinaldi, Chief Executive Officer

Any Party may change the address to which such communications are to be directed to it by giving written notice to the other in the manner set forth above.

6.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to any of the conflicts of laws provisions thereof that would require the application of the substantive laws of any other jurisdiction. The Parties, irrevocably and unconditionally (a) agree that any suit, action or other legal proceeding (collectively, "Suit") arising out of this Agreement shall be brought and adjudicated in the United States District Court in Harris County, Texas, or, if such court will not accept jurisdiction, in any

court of competent civil jurisdiction sitting in Harris County, Texas, (b) submits to the non-exclusive jurisdiction of any such court for the purposes of any such Suit and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such Party is not subject to the jurisdiction of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

6.3 **Right to Cure.** In case of a breach of this Agreement by either Party, the non-breaching Party shall give the breaching party notice of the breach and a reasonable period to cure under the circumstances.

6.4 **Headings.** The headings used throughout this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.5 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but except as provided below, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed or conditioned; provided that the creditworthiness of such assignee is not materially weaker than the creditworthiness of the Party making the assignment, and any such other assignment that is not consented to shall be null and void; provided further that a Party may assign this Agreement upon notice to the other Party to (a) an Affiliate of that Party, or (b) a Person or entity who (i) purchases all or substantially all of the assets of such Party, or (ii) merges, consolidates or reorganizes with that Party, and (c) Shipper shall have the right to assign this Agreement to its lenders for collateral security purposes, and Carrier agrees to co-operate with any such lenders in connection with executing a customary consent to contractual assignment for such purposes; provided further that any assignment under clause (a), (b) or (c) shall not release, affect or reduce in any way the assigning Party's obligations under this Agreement if such assignment occurs during the First Period, unless the creditworthiness of the transferee is not materially weaker than the creditworthiness of the assignor, approval of which assignee shall not be unreasonably withheld or delayed by the non-assigning Party. It is understood and agreed that such creditworthiness of an assignee in the case of assignment by Shipper shall be measured against the remaining value of the Volume Commitment for the duration of the First Period. Nothing in this Agreement, express or implied, is intended to confer upon any Person or entity other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

6.6 **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party, including without limitation any creditor, any remedy, claim, liability, reimbursement, cause of action or other right.

6.7 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

6.8 **Time of the Essence.** Time and full performance hereunder by the Parties are of the essence under this Agreement.

6.9 **Entire Agreement.** This Agreement together with the tariffs to be filed with FERC referenced herein constitute the entire agreement and understanding of the Parties with respect to the subject matter thereof, and supersedes all other prior and contemporaneous agreements, whether written or oral,

between the Parties. This Agreement may not be modified or amended except by an instrument signed by both Parties.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PLAINS PIPELINE, L.P.

By Plains Marketing GP Inc., Its General Partner

By: /s/ Harry N. Pefanis
Harry N. Pefanis
President and Chief Operating Officer

**COFFEYVILLE RESOURCES REFINING
& MARKETING, LLC**

By: /s/ Philip L. Rinaldi
Philip L. Rinaldi
Chief Executive Officer