

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
AMENDMENT NO. 5
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)*

61-1512186
*(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

Peter J. Loughran
Debevoise & Plimpton LLP
919 Third Avenue
New York, New York 10022
(212) 909-6000

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 10.4, 10.6, 10.13, 10.13.1 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 10.4, 10.6, 10.13, 10.13.1 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
The 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:

Number	<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**	Second Amended and Restated Credit and Guaranty Agreement, dated as of December 28, 2006, among Coffeyville Resources, LLC and the other parties thereto.
10.2**	Amended and Restated First Lien Pledge and Security Agreement, dated as of December 28, 2006 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.
10.3*	Coffeyville Resources, LLC Phantom Unit Appreciation Plan.
10.4†	License Agreement For Use of the Texaco Gasification Process, Texaco Hydrogen Generation Process, and Texaco Gasification Power Systems, dated as of May 30, 1997 by and between Texaco Development Corporation and Farmland Industries, Inc., as amended.
10.5†**	Swap agreements with J. Aron & Company.
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 amended as of December 13, 2006, by and between Coffeyville Resources, LLC and John J. Lipinski.
10.8**	Employment Agreement amended as of December 13, 2006, by and between Coffeyville Resources, LLC and Stanley A. Riemann.

Number	Exhibit Title
10.9**	Employment Agreement amended as of December 13, 2006, by and between Coffeyville Resources, LLC and Kevan A. Vick.
10.10**	Employment Agreement amended as of December 13, 2006, by and between Coffeyville Resources, LLC and Wyatt E. Jernigan.
10.11**	Employment Agreement amended as of December 13, 2006, 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.
10.13.1†	Amendment Agreement dated as of December 1, 2006 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.
10.16**	Employment Agreement dated as of July 12, 2005, by and between Coffeyville Resources, LLC and Robert W. Haugen.
10.17*	Stockholders Agreement of Coffeyville Nitrogen Fertilizer, Inc., dated as of March 9, 2007, by and among Coffeyville Nitrogen Fertilizer, Inc., Coffeyville Acquisition LLC and John J. Lipinski.
10.18*	Stockholders Agreement of Coffeyville Refining & Marketing, Inc., dated as of March 9, 2007, by and among Coffeyville Refining & Marketing, Inc., Coffeyville Acquisition LLC and John J. Lipinski.
10.19*	Subscription Agreement, dated as of March 9, 2007, between Coffeyville Nitrogen Fertilizer, Inc. and John J. Lipinski.
10.20*	Subscription Agreement, dated as of March 9, 2007, between Coffeyville Refining & Marketing, Inc. and John J. Lipinski.
10.21**	Recapitalization Agreement, dated as of September 25, 2006, by and among Coffeyville Acquisition LLC, Coffeyville Refining & Marketing, Inc., Coffeyville Nitrogen Fertilizers, Inc. and CVR Energy, Inc.
10.22*	Purchase, Storage and Sale Agreement for Gathered Crude, dated as of March 20, 2007, between J. Aron & Company and Coffeyville Resources Refining & Marketing, LLC
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).
23.3**	Consent of Blue, Johnson & Associates.
24.1**	Power of Attorney.
24.2**	Power of Attorney of Mark Tomkins.

* 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.

EXHIBIT INDEX

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* 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.

LICENSE AGREEMENT
FOR USE OF THE TEXACO GASIFICATION PROCESS,
TEXACO HYDROGEN GENERATION PROCESS,
AND TEXACO GASIFICATION POWER SYSTEMS

THIS AGREEMENT, effective as of the 30th day of May, 1997 ("Effective Date"), by and between TEXACO DEVELOPMENT CORPORATION, a subsidiary of Texaco Inc., hereinafter referred to as "TEXACO DEVELOPMENT," and FARMLAND INDUSTRIES, INC., hereinafter referred to as "LICENSEE",

RECITALS

WHEREAS, TEXACO DEVELOPMENT and its parent corporation, Texaco Inc., have conducted research and development work on the Texaco Gasification Process ("TGP") and further applications or variants thereof, including without limitation, the Texaco Hydrogen Generation Process ("THGP") and Texaco Gasification Power Systems ("TGPS") (as more fully defined in Schedule I attached hereto), and have developed and acquired technical data and information pertinent to, and have been granted patents covering certain aspects of, the design, construction, operation and maintenance of plants for the practice of the TGP, THGP and TGPS; and

WHEREAS, TEXACO DEVELOPMENT is prepared to grant nonexclusive licenses to LICENSEE for the use of such technical data and information and under certain patent rights relating to the design, construction, operation and maintenance of the Plant described in Paragraph 3.1 below, for the practice of the TGP and THGP and, in the event the Plant is subsequently modified, TGPS, including certain patent rights of Texaco Inc.; and

WHEREAS, LICENSEE now desires to have access to such technical data and information from TEXACO DEVELOPMENT with the right to use the same, and a nonexclusive license under TEXACO DEVELOPMENT's Patent Rights (as defined in Schedule I attached hereto)

to commercially practice the THGP (which by design includes practice of the TGP) and, at LICENSEE's option, the TGPS at the Plant; and

WHEREAS, in addition to the granting of licenses, a company Affiliated with TEXACO DEVELOPMENT will operate and maintain the Plant and provide certain technical services under the terms of a separate agreement which will be entered into between LICENSEE and such affiliated company.

NOW, THEREFORE, for and in consideration of the above premises and of the covenants hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. DEFINITIONS

1.1 The terms defined in Schedule I attached to and made a part of this License Agreement shall have those meanings wherever used herein.

2. GRANTS

2.1 TEXACO DEVELOPMENT hereby grants and agrees to grant to LICENSEE, subject to the terms and conditions of this License Agreement, a nonexclusive license under TEXACO DEVELOPMENT's Patent Rights to practice the TGP, THGP and/or TGPS for the production of Synthesis Gas where such Synthesis Gas will be used in the production of high purity hydrogen (in the case of THGP) and/or electric power (in the case of TGPS), in and only in the Plant, together with the right to use and sell the products thereby produced. The license so granted to LICENSEE shall be nontransferable, except as provided in Section 9.

2.2 TEXACO DEVELOPMENT hereby grants and agrees to grant to LICENSEE, subject to the terms and conditions of this License Agreement, a nonexclusive license to use TEXACO DEVELOPMENT's Technical Information to practice the TGP, THGP and/or TGPS for the production of Synthesis Gas where such Synthesis Gas will be used in the production of high purity hydrogen (in the case of THGP) and/or electric power (in the case of TGPS), in and only in the

Plant, together with the right to use and sell the products thereby produced. After LICENSEE has made the first royalty payment required hereunder, TEXACO DEVELOPMENT's Technical Information shall be made available in writing or otherwise to LICENSEE directly by TEXACO DEVELOPMENT or through its nominee(s). The license so granted to LICENSEE shall be nontransferable except as provided in Section 9. The license granted in this Paragraph 2.2 shall in no event be construed as granting any license by implication, estoppel or otherwise under any patent rights or letters patent, such rights being granted only under Paragraph 2.1 hereof.

2.3 Notwithstanding the definitions afforded TGPS and THGP in Schedule I, if LICENSEE produces electric power or high purity hydrogen from Synthesis Gas generated through the practice of TGP, regardless of the technique or process employed to produce those products, for purposes of Section 5 of this License Agreement, the parties hereto agree that such practice shall be regarded as TGPS or THGP, whichever appropriate.

2.4 For general illustrative purposes, Schedule III (attached to and made a part of this License Agreement) includes a non-limiting, non-exhaustive list of certain of the unexpired U. S. Patents that are subject to the grant of Paragraph 2.1 hereof.

3. THE PLANT

3.1 LICENSEE represents that it presently intends to build and place in commercial operation in, or within the proximity of, Coffeyville, Kansas, a plant for the practice of the THGP (which, by design, includes the practice of the TGP) within a reasonable time, but not later than December 31, 2002 (the "Plant"). The Gasifier Feed to such Plant is expected to be a solid carbonaceous substance derived from petroleum, including a carbonaceous solid (i.e., coal or petroleum coke), along with refinery or chemical plant byproducts and water. It is expected that the Plant shall have a configuration using direct quench in the Gasification section and shall have a designed capacity of about Eighty-six Thousand (86,000) MSCF of Output per operating day from the Gasification section. It is understood and agreed that LICENSEE shall be permitted to use other carbonaceous substances as Gasifier Feed in the Plant in addition to, or in lieu of, coal or petroleum coke; provided, however: (i) LICENSEE shall first advise TEXACO DEVELOPMENT in writing that it is contemplating the use of

such other feedstock; and (ii) TEXACO DEVELOPMENT will perform, or arrange to perform, the necessary study to assess the feasibility of processing such other carbonaceous substance in the Plant, and shall provide the engineering services, pursuant to the terms set forth in Paragraph 14.2 hereof.

3.2 TEXACO DEVELOPMENT's representatives alone or accompanied by TEXACO DEVELOPMENT's licensees or potential licensees shall have reasonable access to the Plant for the purpose of promoting the TGP and further applications or variants thereof, including without limitation TGPS and THGP, upon reasonable advance notice and during normal business hours. Such visits shall take place at such times as reasonably agreed upon between the parties hereto so as not to unduly interfere with the operations of the Plant or otherwise cause undue inconvenience for LICENSEE.

3.2.1 All visitors to the Plant, including employees of TEXACO DEVELOPMENT and its Affiliates, but excluding any personnel present as a result or in support of the Operations and Maintenance Agreement, process Guarantee Agreement or Texaco's equity interest in the Plant, shall be required to sign the Release attached as Schedule IV to this License Agreement, in their individual capacity. The parties hereto contemplate that Farmland may determine that it is necessary or desirable from time to time to revise such Release due to certain changes in the applicable laws which may occur. Any such revision(s) shall require the written consent of TEXACO DEVELOPMENT, which consent shall not be unreasonably withheld. In the event a proposed revision has not been agreed upon by TEXACO DEVELOPMENT, then the visit shall take place in any event with the visitor being responsible to sign the Release as it existed prior to any proposed revision(s).

3.2.2 TEXACO DEVELOPMENT shall indemnify LICENSEE against any claims brought by any employee of TEXACO DEVELOPMENT or its Affiliate for injury, death or damage which occurs during any Plant visit and which is directly caused by the gross negligence or willful misconduct of such employee(s), TEXACO DEVELOPMENT or its Affiliates. Any such indemnity shall be subject to the limit on TEXACO DEVELOPMENT's liability set forth in Paragraph 8.6 of this License Agreement.

3.2.3 TEXACO DEVELOPMENT agrees to use its reasonable efforts to cause visitors to comply with LICENSEE's safety rules, provided that LICENSEE shall provide all visitors with safety training and instruction regarding such rules at no cost to TEXACO DEVELOPMENT or the visitors. Furthermore, such training and instruction shall be reasonable, shall not exceed thirty (30) minutes in duration, shall directly relate to the Plant, and shall be provided to all such visitors within two (2) hours of their arrival at the Plant on the day of the scheduled visit.

3.2.4 LICENSEE, on request of TEXACO DEVELOPMENT a reasonable time in advance, shall furnish TEXACO DEVELOPMENT information and data relating to the operation of the Plant and samples of Gasifier Feed and other materials.

3.3 The visitation rights contemplated under Paragraph 3.2 shall remain in full force and effect for a period of twenty (20) years from the Effective Date of this License Agreement. Within a reasonable time prior to the expiration of said period, TEXACO DEVELOPMENT may request that the visitation rights be extended for additional five (5) year intervals. Any such extension(s) shall become effective in the event the parties hereto mutually agree to such extensions. Furthermore, Plant visits shall not be available to LICENSEE's top five competitors in the nitrogen fertilizer business without LICENSEE's prior written approval. LICENSEE shall identify to TEXACO DEVELOPMENT in writing, on an annual basis on or before the first day of March of each year, its top five competitors in the nitrogen fertilizer business. In the event LICENSEE does not update the aforesaid top five competitors in any particular year, the top five competitors last identified by LICENSEE shall be used for purposes of this Paragraph.

4. ROYALTIES AND ACCOUNTING

4.1 LICENSEE shall pay royalties and fees at rates and under terms set forth in Schedule II attached to and made a part of this License Agreement.

4.2 LICENSEE shall keep such accurate, complete and detailed records and accounts of all TGP, THGP and TGPS operations conducted at the Plant by LICENSEE as may be necessary to determine the royalties and fees payable by LICENSEE hereunder. LICENSEE further

agrees that TEXACO DEVELOPMENT, through its representatives who are authorized by TEXACO DEVELOPMENT in writing, may, during business hours and upon providing LICENSEE with reasonable advance notice, make such examinations of LICENSEE's TGP, THGP and TGPS operations and such examinations and copies of such records and accounts as may be necessary to verify the royalties and fees contemplated hereunder, as well as all other information LICENSEE is required to report to TEXACO DEVELOPMENT under Section 4 of this License Agreement.

4.3 LICENSEE shall render to TEXACO DEVELOPMENT annual statements in a form acceptable to TEXACO DEVELOPMENT, on or before the first day of March of each year, with respect to all TGP, THGP and TGPS operations conducted by LICENSEE during the preceding twelve (12) calendar months, but reported as six (6) calendar month accounting periods ending on the last day of December and the last day of June, respectively, and which statement shall contain the following information:

4.3.1 The total Daily Average Output from the Gasification section of the Plant for all operations conducted by LICENSEE during the accounting periods;

4.3.2 The excess (in daily averages), if any, of the total Daily Average Output from the Gasification section of the Plant reported under Subparagraph 4.3.1 above, over the total Daily Average Output for all operations conducted by LICENSEE for which paid-up capacity has been theretofore purchased by LICENSEE under this License Agreement;

4.3.3 The total Output from the Gasification section of the Plant for all operations conducted by LICENSEE during the accounting periods;

4.3.4 The total Output from the Gasification section of the Plant that is allocated for THGP operations and TGPS operations, respectively; and

4.3.5 The total Gasifier Feed to the Gasification section of the Plant for all operations conducted by LICENSEE during the accounting periods, including a report of the relative amount of each component of the total feed, i.e., the amount of petroleum coke, coal, and the by-

product feeds contemplated in Paragraph 1(b) of Schedule II. Further in connection with Paragraph 1(b) of Schedule II, LICENSEE shall report all payments it receives for processing the feedstock(s) contemplated thereunder and all costs incurred for modification of the Plant for the processing of such feedstock(s).

4.4 The first accounting period shall commence when the Plant has produced synthesis gas for a continuous forty-eight (48) hour period, and terminate at the end of the next December, and each succeeding accounting period shall be the succeeding six (6) month period, except in the event of the termination of this License Agreement prior to the end of such six (6) month accounting period, in which event the accounting period shall be deemed to be the fractional part of such six (6) month period which ends on the effective date of such termination except as specified otherwise in Paragraph 7.3 below.

5. CROSS-LICENSING

5.1 LICENSEE hereby grants and agrees to grant to TEXACO DEVELOPMENT, without obligation to account to LICENSEE therefor or for grants made thereunder, an irrevocable, paid-up license and the irrevocable right and power to grant, either directly or through others, to Texaco Inc. and its affiliates and to the TGP licensees of TEXACO DEVELOPMENT, nonexclusive licenses under LICENSEE's Patent Rights relating to the TGP and for the use of LICENSEE's Technical Information relating to the TGP in any and all countries throughout the world together with the right to use and sell any products produced thereby. LICENSEE agrees to make LICENSEE's Technical Information relating to the TGP available to TEXACO DEVELOPMENT for use under the aforesaid licenses.

5.2 LICENSEE hereby grants and agrees to grant to TEXACO DEVELOPMENT, without obligation to account to LICENSEE therefor or for grants made thereunder, an irrevocable, paid-up license to use and the irrevocable right and power to grant, either directly or through others, to Texaco Inc. and its affiliates and to the THGP licensees of TEXACO DEVELOPMENT, nonexclusive licenses to use LICENSEE's Patent Rights relating to the THGP and for the use of LICENSEE's Technical Information relating to the THGP in any and all countries throughout the

world, together with the right to use and sell any products produced thereby. LICENSEE agrees to make LICENSEE's Technical Information relating to the THGP available to TEXACO DEVELOPMENT for use under the aforesaid licenses.

5.3 LICENSEE hereby grants and agrees to grant to TEXACO DEVELOPMENT, without obligation to account to LICENSEE therefor or for grants made thereunder, an irrevocable, paid-up license and the irrevocable right and power to grant, either directly or through others, to Texaco Inc. and its affiliates and to the TGPS licensees of TEXACO DEVELOPMENT, nonexclusive licenses under LICENSEE's Patent Rights relating to the TGPS and for the use of LICENSEE's Technical Information relating to the TGPS in any and all countries throughout the world together with the right to use and sell any products produced thereby. LICENSEE agrees to make LICENSEE's Technical Information relating to the TGPS available to TEXACO DEVELOPMENT for use under the aforesaid licenses.

5.4 TEXACO DEVELOPMENT and LICENSEE understand and agree that Paragraphs 5.1, 5.2 and 5.3 each include separate and distinct grants of LICENSEE's Patent Rights and LICENSEE's Technical Information and TEXACO DEVELOPMENT and LICENSEE further agree that, for all purposes, these grants should be treated as separate grants as if they were made herein in separate paragraphs or subparagraphs.

5.5 TEXACO DEVELOPMENT and LICENSEE understand and agree that for purposes of this Section 5, the rights of extension granted to TEXACO DEVELOPMENT in Paragraphs 5.1, 5.2 and 5.3 permit TEXACO DEVELOPMENT to grant LICENSEE's Patent Rights and Technical Information to TEXACO DEVELOPMENT's licensees of the TGP and all further applications or variants thereof, including without limitation TGPS and THGP.

6. CONFIDENTIAL INFORMATION

6.1 Unless previously authorized by TEXACO DEVELOPMENT in writing, LICENSEE shall use TEXACO DEVELOPMENT's Technical Information only in connection with licensed operations in the Plant and shall not make any disclosure of, and shall use its best efforts to

prevent the duplication or disclosure of such information which is not public information or otherwise generally available to the public, and shall not export or re-export such information or data or the product thereof. LICENSEE shall be permitted to disclose such information if and only if it is legally compelled to make such disclosure; provided, however, that prior to making any disclosure LICENSEE shall first notify TEXACO DEVELOPMENT in writing of the need to make the disclosure and the parties hereto shall cooperate in connection with obtaining a protective order or other mechanism which will preserve the proprietary value of such information. The parties do not intend this Section 6 to include confidential business information. The terms and conditions under which the parties hereto will exchange business information that is confidential is covered in a separate business information confidentiality agreement dated May 27, 1997.

6.2 With respect to the obligations incurred under this Section 6, information disclosed through an unauthorized disclosure by a third party under a confidentiality obligation with TEXACO DEVELOPMENT with respect to such information shall not in itself be deemed to be public information or otherwise generally available to the public.

6.3 The prohibition on disclosure set forth in Paragraph 6.1 above prohibits LICENSEE from disclosing TEXACO DEVELOPMENT's Technical Information to any third party, including without limitation LICENSEE's contractors and LICENSEE's affiliates. Such third parties, including contractors and affiliates, shall only be permitted to have access to TEXACO DEVELOPMENT's Technical Information directly from TEXACO DEVELOPMENT and after having entered into a written secrecy agreement with TEXACO DEVELOPMENT.

6.4 If LICENSEE enters into a contract with any third party to perform work related to the design, construction, operation and maintenance of the Plant who shall receive or have access to TEXACO DEVELOPMENT's Technical Information, any such third party may not perform any of the aforementioned work until LICENSEE first receives TEXACO DEVELOPMENT's written approval, which approval shall not be unreasonably withheld. Furthermore, where such third party will receive LICENSEE's Technical Information or provide back to LICENSEE technical data and operating information which may become LICENSEE's Technical Information, LICENSEE shall use commercially reasonable efforts to obtain a written agreement from such third party allowing

LICENSEE to disclose such information to others without obligation to account to such third party therefor. The obligation set forth in this Paragraph 6.4 does not apply to any information that must be kept confidential pursuant to the terms of a prior written confidentiality obligation that is in effect before entering into such a contract with LICENSEE, provided TEXACO DEVELOPMENT is notified by LICENSEE of such preexisting confidentiality obligation.

7. TERM AND TERMINATION

7.1 Unless previously terminated in accordance with Paragraph 7.2 or canceled and, hence, terminated under Paragraph 1 (c) of Schedule II, this License Agreement shall terminate and expire upon the cessation of the commercial operation of the Plant. The parties hereto do not intend to allow this License Agreement to terminate due to a suspension (of finite duration) of commercial operations. In this regard, if the LICENSEE decides to suspend commercial operation of the Plant, LICENSEE shall so notify TEXACO DEVELOPMENT in writing. The parties hereto will then engage in good faith discussions to reach agreement on what constitutes a reasonable period for suspension of commercial operations to avoid termination of this License Agreement, In no event shall the period of suspension exceed three (3) years.

7.2 If, however, LICENSEE shall fail to make any of the payments set forth in this License Agreement, or any part thereof when due, or shall fail to achieve Plant Startup by December 31, 2002, or shall fail to perform any other of its promises or obligations under this License Agreement, TEXACO DEVELOPMENT may terminate this License Agreement and revoke all licenses, rights, privileges, and authorizations of this License Agreement by giving forty-five (45) days written notice to LICENSEE to that effect, at the end of which time this License Agreement shall terminate unless during that time LICENSEE shall have fully remedied such default to TEXACO DEVELOPMENT's satisfaction. In the event that LICENSEE contends that an event of default cannot possibly be cured in the forty-five (45) days, LICENSEE shall so advise TEXACO DEVELOPMENT in writing stating the reasons that support its position. If TEXACO DEVELOPMENT, in its sole discretion, indicates in writing that it agrees with LICENSEE's position, TEXACO DEVELOPMENT agrees that this License Agreement shall not terminate until one additional forty-five (45) day period has elapsed, provided that LICENSEE commences the cure of such default within the initial forty-five (45) day

period and continues to work diligently, in TEXACO DEVELOPMENT's sole opinion, to cure such default. Furthermore, TEXACO DEVELOPMENT agrees that in the event (i) LICENSEE violates any of the confidentiality provisions of Paragraph 6.1, or (ii) LICENSEE violates any of the other provisions of this License Agreement, TEXACO DEVELOPMENT may not initiate the termination proceedings contemplated in this Paragraph 7.2 except as may be permitted by the provisions of Paragraph 13.3.1. Notwithstanding anything contained herein, in the event LICENSEE breaches this License Agreement under Section 6 (Confidential Information) as a result of LICENSEE's gross negligence or willful misconduct as determined through arbitration, TEXACO DEVELOPMENT may terminate this License Agreement and revoke all licenses, rights, privileges and authorizations of this License Agreement. Furthermore, in the event TEXACO DEVELOPMENT has actually received the payments set forth in Paragraphs 1(a)(i), (ii) and (iii) of Schedule II, as well as any other amounts that have become due and payable by LICENSEE hereunder, prior to December 31, 2002, TEXACO DEVELOPMENT agrees that it will not terminate this License Agreement for failure to achieve Plant Startup prior to December 31, 2002.

7.3 After the effective date of any termination or expiration of this License Agreement, neither LICENSEE nor TEXACO DEVELOPMENT shall have any further rights under this License Agreement except that: (i) such termination or expiration shall not relieve LICENSEE of any obligation (e.g., visitation) or liability accrued hereunder prior to the effective date of such termination or expiration; (ii) such termination or expiration shall not affect in any way the then existing licenses, rights and powers granted or agreed to be granted by, or obligations of LICENSEE under Section 5 (Cross Licensing); (iii) such termination or expiration shall not relieve LICENSEE of its obligations under Section 6 (Confidential Information); (iv) such termination or expiration shall not relieve LICENSEE of its obligations incurred under Paragraph 1(b) of Schedule II; and (v) other than for termination due to the default of LICENSEE pursuant to Paragraph 7.2 above, LICENSEE shall have the right to continue operations licensed hereunder only up to the paid-up capacity acquired prior to termination and LICENSEE shall continue to render annual statements as required by the accounting provisions of Section 4 (Royalties and Accounting).

8. LIABILITY — WARRANTIES

8.1 LICENSEE and TEXACO DEVELOPMENT understand and agree that, as between LICENSEE and TEXACO DEVELOPMENT, the construction, operation and maintenance of the Plant is the sole responsibility of LICENSEE. Accordingly, TEXACO DEVELOPMENT shall have no liability to LICENSEE or to third parties for any injuries to person or property arising in connection with the construction, operation or maintenance of the Plant and LICENSEE shall indemnify TEXACO DEVELOPMENT for any liability, claims, costs and expenses associated therewith. Except as may be specified in the guarantee agreement described in Paragraph 14.1, TEXACO DEVELOPMENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS PROVIDED IN PARAGRAPHS 8.2, 8.3 (PATENT INDEMNITY) AND 8.4 BELOW, AND SPECIFICALLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY INFORMATION OR DATA FURNISHED HEREUNDER OR THE PERFORMANCE OF THE PLANT OR ANY COMPONENT THEREOF. In no event shall TEXACO DEVELOPMENT be liable for loss of prospective profits or special or consequential losses, damages, and/or related expenses, whether or not TEXACO DEVELOPMENT has been advised of the possibility of such damages.

8.2 TEXACO DEVELOPMENT and LICENSEE each represents and warrants that it has the right, power and authority to grant the licenses and rights of extension and make the agreements set forth in this License Agreement.

8.3 TEXACO DEVELOPMENT will, at its sole cost and expense, upon LICENSEE'S written demand, defend any suit or action brought against LICENSEE by a third party, alleging infringement of process claims, as further qualified hereinbelow, of an unexpired United States patent, which is in full force and effect as of the Effective Date of this License Agreement and which results from the use of TEXACO DEVELOPMENT'S Technical Information in accordance with this License Agreement in the operation of the Plant with respect to TGP or THGP only, and to the extent such operation is based on process designs for TGP or THGP specifically approved by TEXACO DEVELOPMENT in writing; provided, however, such indemnity shall not apply if such infringement is the result of combination of TEXACO

DEVELOPMENT Technical Information with technical information supplied by a party other than TEXACO DEVELOPMENT. LICENSEE will use its best efforts to obtain a right of defense and indemnity against any claim for patent infringement, from each and every supplier of materials (such as, but not limited to, catalysts, solvents, etc.) which are to be used in the equipment used in the processes licensed hereunder. The indemnification by TEXACO DEVELOPMENT hereunder shall not apply to the extent LICENSEE is indemnified by any supplier under an indemnification obtained by LICENSEE pursuant to LICENSEE's efforts under the immediately preceding sentence. This paragraph does not apply to equipment supplied by third parties as discussed in Paragraph 8.3.3 of this License Agreement.

8.3.1 TEXACO DEVELOPMENT will, upon LICENSEE's written demand, indemnify LICENSEE and hold LICENSEE harmless from and against all expenses of defending such suits and actions and from all payments which by final judgments therein may be assessed against and are actually paid by LICENSEE on account of such suit or action; provided, however, that if LICENSEE elects to participate in the defense of any of such suits or actions, all costs associated with LICENSEE's participation shall be borne by LICENSEE. TEXACO DEVELOPMENT shall not be liable to LICENSEE for any indirect, consequential or other damages, costs or expenses under this Section 8.3.

8.3.2 The obligations of TEXACO DEVELOPMENT under this Section 8.3 are subject to the requirement that LICENSEE shall give TEXACO DEVELOPMENT prompt written notice for any such suit or threat of suit. Neither party shall settle nor compromise any such suit without the other party's prior written consent if by such settlement, the other party is obligated to make any substantial modification to THGP, to make any monetary payment, to part with any property or any interest therein, to assume any obligation, to be subject to any injunction, or to grant any license or other right under the settling party's patent rights, with the understanding that any such consent may not be unreasonably withheld.

8.3.3 TEXACO DEVELOPMENT shall not have any obligation hereunder for any alleged or actual infringement that is not expressly described in this Section 8.3. If the alleged or actual infringement meets the express requirements of this Section 8.3, TEXACO

DEVELOPMENT shall not have any obligation hereunder if such infringement is caused by the use of any design, equipment (to the extent the alleged infringing process is practiced within the equipment) or processes supplied by a party other than TEXACO DEVELOPMENT, or which TEXACO DEVELOPMENT did not approve for use in writing prior to any alleged infringing use.

8.3.4 TEXACO DEVELOPMENT's obligation under the above provisions in this Section 8.3 shall be further subject to Section 8.6 hereof and shall not exceed in total, an amount equal to [***] of the royalties and fees due and actually received by TEXACO DEVELOPMENT with respect to the Plant pursuant to this License Agreement or [***], whichever is less.

8.4 TEXACO DEVELOPMENT represents, warrants and agrees as follows:

8.4.1 TEXACO DEVELOPMENT is a corporation duly organized and validly existing under the laws of the State of Delaware, TEXACO DEVELOPMENT has the complete and unrestricted power and right to enter into this License Agreement and there is no fact of which TEXACO DEVELOPMENT has actual knowledge as of the Effective Date that would prevent it from performing its obligations hereunder; this License Agreement has been duly authorized, executed and delivered by TEXACO DEVELOPMENT and constitutes a legal, valid and binding obligation of TEXACO DEVELOPMENT enforceable against TEXACO DEVELOPMENT in accordance with its terms, neither the execution and delivery by TEXACO DEVELOPMENT of this Agreement nor the consummation of the transaction contemplated by this Agreement, as far as TEXACO DEVELOPMENT is actually aware of as of the Effective Date, violates any law or any court or governmental agency order binding on TEXACO DEVELOPMENT or requires the consent or approval of, or the giving of notice by any person to or the taking of any other action in respect of any governmental agency or authority or any person not a party to this License Agreement.

8.4.2 There is no fact of which TEXACO DEVELOPMENT has actual knowledge as of the Effective Date that would prevent it from stating that, except to the extent owned by TEXACO DEVELOPMENT's licensees and/or third party contractors, TEXACO

DEVELOPMENT owns the entire right, title and interest in and to TEXACO DEVELOPMENT's Technical Information. TEXACO DEVELOPMENT or Texaco Inc. owns and has the right to license each of the patents listed in Schedule III and each of such patents is in full force and effect.

8.4.3 TEXACO DEVELOPMENT has no knowledge as of the Effective Date of any constraints, restrictions, or other impediments of any nature or kind which would prevent the ability of LICENSEE to practice the TGP or THGP.

8.4.4 TEXACO DEVELOPMENT's Technical Information, that was or will be supplied under a separate Process Information Package Letter Agreement dated March 6, 1997, was prepared and delivered in accordance with accepted engineering practices or TEXACO DEVELOPMENT's engineering practices, whichever standard is higher.

8.4.5 Certain Patent Rights licensed to LICENSEE under Paragraph 2.1 of this License Agreement are owned by Texaco Inc. TEXACO DEVELOPMENT has the full right and authority to grant LICENSEE the license set forth in Paragraph 2.1 under such Patent Rights. Analogously, TEXACO DEVELOPMENT has the full right and authority to grant LICENSEE the license set forth in Paragraph 2.2 under all of TEXACO DEVELOPMENT's Technical Information that is in fact owned by TEXACO DEVELOPMENT or Texaco Inc., as well as TEXACO DEVELOPMENT's licensees and/or third party contractors.

8.4.6 TEXACO DEVELOPMENT has used its reasonable efforts to assure that it has delivered or shall deliver to LICENSEE all of TEXACO DEVELOPMENT's Technical Information that is necessary to operate the Plant.

8.5 LICENSEE represents and warrants that LICENSEE is a corporation duly organized and validly existing under the laws of the State of Kansas; LICENSEE has the complete and unrestricted power and right to enter into this License Agreement and to perform its obligations hereunder; this License Agreement has been duly authorized, executed and delivered by LICENSEE

and constitutes a legal, valid and binding obligation of LICENSEE enforceable against LICENSEE in accordance with its terms, neither the execution and delivery by LICENSEE of this License Agreement nor the consummation of the transactions contemplated by this License Agreement by LICENSEE violates any law or any court or governmental agency order binding on LICENSEE or requires the consent or approval of, or the giving of notice by any person to or the taking of any other action in respect of any governmental agency or authority or any person not a party to this License Agreement.

8.6 Subject to Paragraph 8.3.3, the total cumulative liability of TEXACO DEVELOPMENT under this License Agreement and its liability under any separate performance guarantee agreement shall not exceed [***] of the total royalties and fees due and actually received by TEXACO DEVELOPMENT with respect to the Plant under this License Agreement and which are directly attributable to this License Agreement or [***], whichever is less. Accordingly, any fees received under the provisions of a separate agreement do not pertain to this Paragraph 8.6. This paragraph 8.6 is intended to address TEXACO DEVELOPMENT's limit of liability and shall not be construed as a liquidated damages provision.

9. PARTIES BOUND

9.1 This License Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns; provided, however, that LICENSEE shall not assign any of the rights and privileges granted or be relieved of its obligations hereunder without the prior written consent of TEXACO DEVELOPMENT, which consent shall not be unreasonably withheld.

9.2 In no event shall TEXACO DEVELOPMENT be expected to give its consent to assignment of this License Agreement to an entity that (a) TEXACO DEVELOPMENT or Texaco Inc. is precluded from doing business with under Texaco Inc.'s written corporate policy in effect at the time LICENSEE requests TEXACO DEVELOPMENT's consent for assignment, it being understood that the mere fact that the prospective assignee is in the fertilizer business shall not constitute a sufficient basis for TEXACO DEVELOPMENT to withhold its consent under this clause 9.2(a); (b) TEXACO DEVELOPMENT or Texaco Inc. is precluded from doing business with, by reason or law

or governmental regulations; or (c) is in competition with TEXACO DEVELOPMENT or Texaco Inc. relative to gasification, hydrogen production and/or power generation.

9.3 Subject to Paragraph 9.4 hereof, TEXACO DEVELOPMENT will consent to an assignment of this License Agreement to an Affiliate of LICENSEE; provided, however, that LICENSEE remains liable hereunder to the extent the assignee fails to perform any obligations hereunder.

9.4 No assignment of this License Agreement shall be effective unless and until the designated assignee accepts all of the terms and obligations of this License Agreement and satisfies all conditions set forth in Paragraph 9.2 hereof.

10. EXPORT CONTROL REGULATIONS

10.1 The obligation of TEXACO DEVELOPMENT to provide Technical Information as well as the subsequent use, sale or any disposition of the products directly produced by the TGP, THGP and/or TGPS, are subject to U.S. export control laws and regulations and LICENSEE shall comply therewith in regard to any information or data furnished by TEXACO DEVELOPMENT and with regard to such use, sale or disposition.

11. ADDRESSES OF PARTIES

11.1 The addresses and telefax numbers of the parties hereto for all purposes specified in this License Agreement including notices and payments shall be as follows:

TEXACO DEVELOPMENT:

TEXACO DEVELOPMENT CORPORATION
2000 Westchester Avenue
White Plains, New York 10650
USA

Attention: Vice President
Telefax: 914-253-7744

LICENSEE:

FARMLAND INDUSTRIES, INC.
Department 62
3315 North Oak Trafficway
Kansas City, Missouri 64116

Attention: General Counsel
Telefax: 816-459-5902

Either party hereto shall have the right to change its address or telefax number by prior notice in writing directed to the other party.

12. PUBLICITY

12.1 TEXACO DEVELOPMENT and LICENSEE shall each be permitted to issue press releases or otherwise publicize the fact that the parties have entered into this License Agreement and may describe the general nature of this License Agreement in any publication, written or otherwise, provided, however, that TEXACO DEVELOPMENT and LICENSEE shall first mutually agree on the content of the subject matter contained in any such publication. TEXACO DEVELOPMENT and LICENSEE shall also mutually agree upon the content of releases of information available for public review or inspection, including, without limitation, information related to safety related regulatory reviews and environmental permit applications. Notwithstanding the foregoing provisions of this Paragraph 12.1, any party hereto may disclose information contemplated under this Paragraph 12.1 where such disclosure is required by law or regulation, provided that the disclosing party first gives the other party an opportunity to comment on such disclosures. In no event shall anything contained in this Section 12 be construed to permit disclosure of TEXACO DEVELOPMENT's confidential information.

12.2 Subject to the provisions of Paragraph 12.1 above, if this License Agreement terminates or is canceled by LICENSEE, or if LICENSEE decides not to build the Plant and place it into commercial operation or to delay the construction or commercialization of the Plant, any public

statement to that effect, whether written or otherwise, shall be mutually agreed to by TEXACO DEVELOPMENT and LICENSEE.

12.3 Each party hereto shall have the right to delay any such publication anticipated in Paragraphs 12.1 and 12.2 above for a reasonable period if it would have an adverse impact on its own commercial activities or relationships.

13. DISPUTE RESOLUTION AND ARBITRATION

13.1 TEXACO DEVELOPMENT and LICENSEE will attempt in good faith to resolve any controversy or claim arising out of or relating to this License Agreement promptly by negotiations between senior executives or officers of the parties hereto who have authority to settle the controversy, including, but not limited to, any controversy or claim arising out of or relating to Section 7 of this License Agreement.

13.2 The disputing party hereto shall give the other party written notice of the dispute. Within twenty (20) days after receipt of said notice, the receiving party shall submit to the other party a written response. The notice and response shall include (i) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (ii) the name and title of the representative who will represent that party. The representatives shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often as such representatives reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

13.3 If the matter has not been resolved pursuant to Paragraphs 13.1 and 13.2 within sixty (60) days of the disputing party's notice, or as the parties may otherwise agree in writing, or if any party hereto will not participate in such procedure, the controversy shall be settled by arbitration in accordance with American Arbitration Association rules and policies pursuant to which three arbitrators (the "Arbitrators") shall be appointed, one by each party hereto and the third by the first two appointed Arbitrators. Judgment upon the award rendered by the Arbitrators may be entered by any court having jurisdiction thereof, or in a U.S. District Court, or in the courts of the State of

New York or the State of Missouri. The place of arbitration shall be the United States of America. The arbitration shall be conducted in the English language. Each party shall bear its own costs and expenses associated with any arbitration.

13.3.1 In the event the controversy is related to a violation by LICENSEE of any of the confidentiality provisions of Paragraph 6.1, or any of the other provisions of this License Agreement, and TEXACO DEVELOPMENT is seeking termination of this License Agreement as part or all of the remedy for any such violation, the Arbitrators first shall determine whether LICENSEE has violated the applicable provision of this License Agreement, and, if so, the Arbitrators shall determine if the remedy sought by TEXACO DEVELOPMENT is the appropriate remedy by considering, among other things, the following:

- a) the nature and gravity of such violation;
- b) the nature, gravity and similarity of any previous violations by LICENSEE;
- c) the steps and/or procedures LICENSEE has implemented or plans to implement to prevent any future violations of the applicable provision;
- d) the impact of the remedy on each party; and
- e) the harm to TEXACO DEVELOPMENT caused by the violation.

Among other possible remedies, the Arbitrators shall have the authority to award TEXACO DEVELOPMENT double its actual damages in appropriate circumstances. In the event that the Arbitrators grant TEXACO DEVELOPMENT the right to terminate this License Agreement as a fair and appropriate remedy, then the Arbitrators shall grant to TEXACO DEVELOPMENT such right pursuant to a written opinion setting forth their reasons in support of such remedy. In that event, TEXACO DEVELOPMENT shall have the right, but not the obligation, to terminate this License Agreement and revoke all licenses, rights, privileges and authorizations of this License Agreement. The foregoing provisions of this Paragraph shall in no way be deemed to limit, restrict or otherwise modify any rights of TEXACO DEVELOPMENT under Paragraph 13.5.

13.4 Neither TEXACO DEVELOPMENT, LICENSEE, any witness nor the Arbitrators may disclose the contents of any arbitration hereunder without the written consent of both the parties, unless and then only to the extent required to enforce the award, or as may be required by law, or as are normal and necessary for financial and tax reports and audits.

13.5 If TEXACO DEVELOPMENT believes that LICENSEE is using TEXACO DEVELOPMENT's Technical Information or any other data, trade secrets, technical information, know-how, or other proprietary information accessed hereunder by LICENSEE, unlawfully or is treating the same in a manner which could compromise its proprietary value, or if TEXACO DEVELOPMENT believes LICENSEE is not complying with Section 9 (Parties Bound) or Section 10 (Export Control Regulations), then TEXACO DEVELOPMENT shall be permitted to immediately submit the matter to arbitration under Paragraph 13.3. In such case, the parties hereto agree that the Arbitrators shall have full authority to immediately enjoin any further activity of LICENSEE upon a finding by the Arbitrators that LICENSEE is engaging in activity referred to in the immediately preceding sentence, and LICENSEE agrees that it will be fully bound by any injunction or restraining order issued by the Arbitrators respecting such activities. Such injunction or restraining orders shall become effective immediately and shall not have to be entered by any court to become effective and shall not preclude any award of monetary damages. Alternatively, if TEXACO DEVELOPMENT decides that a proper injunction could not be issued expeditiously enough through arbitration, the parties hereto agree that TEXACO DEVELOPMENT may go directly to the courts specified in Paragraph 13.3 to seek injunctive relief.

13.6 The parties hereto agree and agree to use their best efforts to cause their respective Affiliates to seek to adopt Paragraph 13 of this Agreement in various additional agreements that are entered into with third parties and that relate to the subject matter of this Agreement.

13.7 This Section 13 shall survive the termination or expiration of this License Agreement and remain in force so long as there remain outstanding rights or obligations of either party subject to arbitration.

14. ADDITIONAL AGREEMENTS

14.1 In addition to this License Agreement, TEXACO DEVELOPMENT and LICENSEE have entered into a separate Process Information Package Letter Agreement dated March 6, 1997 for engineering services relating to the design basis and process design specification of the Plant. TEXACO DEVELOPMENT and LICENSEE shall enter into a mutually acceptable separate Guarantee Agreement which will cover certain performance guarantees of the process licensed hereunder. TEXACO DEVELOPMENT, or an Affiliate, and LICENSEE shall enter into the O & M Agreement with respect to the Plant.

14.2 In the event LICENSEE considers modification of the Plant for the practice of the TGPS or if LICENSEE considers processing a feedstock other than, or in addition to, coal and/or petroleum coke or if LICENSEE considers making a Fundamental Modification to the Plant, then LICENSEE shall notify TEXACO DEVELOPMENT in writing and TEXACO DEVELOPMENT shall prepare, or arrange to prepare, the process information package relating to the design basis and process design specification for any of the aforementioned modifications or any preliminary studies relating thereto. The process information package contemplated under this Paragraph 14.2 or any preliminary studies shall be prepared under a separate agreement pursuant to a mutually acceptable scope of work and TEXACO DEVELOPMENT shall be compensated as follows:

(i) for any preliminary studies and/or for the TGP portion of the process engineering package, TEXACO DEVELOPMENT shall perform such services at the most favorable rate it has performed similar services within the two (2) calendar years prior to the effective date of the preliminary study or process engineering package letter agreement in question, whichever appropriate; and

(ii) for the THGP and/or TGPS portion of the process engineering package, TEXACO DEVELOPMENT shall perform such services for a fee that is mutually acceptable to LICENSEE and TEXACO DEVELOPMENT, which fee shall be determined through good faith negotiations between LICENSEE and TEXACO DEVELOPMENT. In the event the parties cannot reach mutual agreement, LICENSEE shall be free to have such services performed by a third party(ies)

provided such third party(ies) are acceptable to TEXACO DEVELOPMENT in writing. TEXACO DEVELOPMENT's acceptance shall not be unreasonably withheld.

[***]

16. SEVERABILITY

16.1 If any part, term, or provision of this License Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

17. LAW GOVERNING

17.1 THIS LICENSE AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE DETERMINED IN ACCORDANCE WITH THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF NEW YORK, WITHOUT RECOURSE TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

IN WITNESS WHEREOF, the parties hereto have respectively caused this instrument to be duly executed on the dates hereinafter indicated.

TEXACO DEVELOPMENT CORPORATION

By: /s/ John M. Brady

Title: Vice President

Date: August 26, 1977

FARMLAND INDUSTRIES, INC.

By: /s/ Robert W. Honse

Title: Executive Vice President and
Chief Operating Officer

Date: August 5, 1997

SCHEDULE I
DEFINITIONS

The following terms shall be deemed to have the following meanings as used in this License Agreement of which this Schedule I is a part. The definitions set forth in this Schedule I shall not be construed to define or limit the scope of any patent claim.

(a) "Affiliates" of a company designated herein shall mean all corporations (i) of which such designated company now or hereafter owns or controls, directly or indirectly, not less than fifty percent (50%) of the stock having the right to vote for directors thereof, or (ii) by which such designated company is owned or controlled, directly or indirectly by a parent corporation owning or controlling not less than fifty percent (50%) of the stock having the right to vote for directors thereof, or (iii) which are sister corporations owned or controlled directly or indirectly, by such parent corporation of such designated company, where such parent corporation owns or controls not less than fifty percent (50%) of the stock having the right to vote for directors thereof. For the purpose of this definition, the stock owned or controlled by a company shall be deemed to include all stock owned or controlled, directly or indirectly, by any other company of which it owns or controls not less than fifty percent (50%) of the stock having the right to vote for directors thereof. The foregoing shall include without limitation any organization not in corporate form such as a partnership if the designated company, directly or indirectly, has acquired a proprietary or equity interest, whether as a partner or otherwise, in such organization for not less than fifty percent (50%).

(b) "Daily Average Output" shall mean the aggregate Output during any accounting period divided by the total number of days in such accounting period.

(c) "Exchange Period" shall mean the period of time beginning with the first disclosure of TEXACO DEVELOPMENT's Technical Information to LICENSEE pursuant to this License Agreement and ending with the expiration or termination of this License Agreement.

(d) "Financial Closure" shall mean the time at which funds necessary to proceed with the construction of the Plant are advanced or are available to be advanced without any condition other than the request of the LICENSEE.

(e) "Fundamental Modification" of the Plant shall have the meaning set forth in Paragraph l(d) of Schedule II.

(f) "Gasification" shall have the meaning defined in definitions of this Schedule I for the Texaco Gasification Process.

(g) "Gasifier Feed" shall mean the number of: short tons (each of 2,000 pounds) of moisture-free carbonaceous solids; barrels (equivalent) (each of 64 million BTU or higher heating value) of gaseous carbonaceous substances, and barrels (each of 42 gallons of 231 cubic inches measured at 60°F) of liquid carbonaceous substances, as appropriate, including byproduct streams, charged to the Gasification operations, measured and determined in accordance with methods, procedures and correction factors mutually acceptable to TEXACO DEVELOPMENT and LICENSEE.

(h) "LICENSEE's Technical Information" shall mean such, but only such, engineering, operating and technical data and operating information, specifications, documents and know-how pertaining to the design, construction, operation and maintenance of equipment for and the operation of the TGP, THGP, and/or TGPS for the production of Synthesis Gas and its use in the production of high purity hydrogen and/or electric power (and ancillary products), and which is in the possession of LICENSEE prior to the end of the Exchange Period, and which LICENSEE is free to disclose to others without obligation to account to a third party therefor.

(i) "MSCF" shall mean One Thousand (1,000) Standard Cubic Feet at 60°F and at atmospheric pressure (29.92 inches of mercury absolute), measured and determined in accordance with methods, procedures and correction factors mutually acceptable to TEXACO DEVELOPMENT and LICENSEE.

(j) "Operations and Maintenance Agreement" or "O & M Agreement" shall mean the agreement that shall be entered into between LICENSEE and an affiliate of TEXACO DEVELOPMENT setting forth the terms and conditions under which said affiliate will provide technical services and operate and maintain the Plant on LICENSEE's behalf.

(k) [***]

(l) "Output" shall mean the number of MSCF of hydrogen plus carbon monoxide produced as the product of any Gasification operations conducted by LICENSEE.

(m) "Patent Rights" shall mean all such, but only such, claims of Letters Patent of the United States and all countries foreign thereto, and transferable rights thereunder, as cover processes for, or apparatus designed for the practice of TGP, THGP, and/or TGPS and are based upon inventions made prior to the end of the Exchange Period and of which the designated party hereto has ownership or the power to grant licenses thereunder to others without obligation to account to a third party therefor.

(n) "Plant" shall mean the THGP Plant described in Paragraph 3.1 of this License Agreement which, at LICENSEE's option, may be modified for practice of TGPS in accordance with the terms of this License Agreement.

(o) "Power Systems", hereinafter "PS", shall mean the system and parts thereof, including process(es) and equipment for the generation of electric power, such as gas turbine(s), steam turbine(s) and heat recovery steam generator(s) along with any supporting and peripheral equipment.

(p) "Purification" shall mean the separation of the effluent gas from any process step following Gasification into high purity hydrogen for recovery and a reject gas mixture which may or may not be returned to the partial oxidation and/or shift conversion reaction zone(s).

(q) "Shift Conversion" shall mean the reaction of Synthesis Gas with steam in a reaction zone to convert carbon monoxide into a raw gas mixture including carbon dioxide and hydrogen.

(r) "Startup" of the Plant shall occur at the time the Plant has first produced Synthesis Gas for a continuous forty-eight (48) hour period and the first to occur of (i) the Plant having satisfied either of the Guaranteed Performance Standards under the Guarantee Agreement between the parties, of even date herewith, in a Guarantee Test run using the No. 1 Gasification Unit, as such terms are defined and used in said Guarantee Agreement, or (ii) one hundred eighty (180) days has elapsed from such forty-eight (48) hour period, or if LICENSEE is then pursuing the passage of the Guarantee Test for the No. 1 Gasification Unit, such later date upon which LICENSEE is no longer continuing such pursuit. In the event Synthesis Gas is produced for at least a continuous twenty-four (24) hour period, LICENSEE shall not be permitted to cease operating the Plant without a reasonable basis until Startup has occurred.

(s) "Synthesis Gas" shall mean carbon monoxide and hydrogen produced by Gasification.

(t) "TEXACO DEVELOPMENT's Technical Information" shall mean such, but only such, engineering, operating and technical data and operating information, specifications, documents and know-how which, in TEXACO DEVELOPMENT's sole opinion, is necessary for the design, construction, operation and maintenance of a facility for the practice of the TGP, THGP, and/or TGPS for the production of Synthesis Gas and its use in the production of high purity hydrogen and/or electric power (and ancillary products) (whichever appropriate) and which is in the possession or control of TEXACO DEVELOPMENT (including that obtained from its licensees) prior to the end of the Exchange Period, and which TEXACO DEVELOPMENT is free to disclose to others without obligation to account to a third party therefor.

(u) "Texaco Gasification Power Systems" or "TGPS" shall mean the process licensed by TEXACO DEVELOPMENT where the TGP is used with PS including any means or methods for integrating and optimizing TGP and PS with any related removal and recovery of byproducts (such as sulfur) and air separation systems, and any modifications or improvements to any or all of the foregoing.

(v) "Texaco Gasification Process" or "Gasification" or "TGP" shall mean the process licensed by TEXACO DEVELOPMENT and improvements therein producing carbon monoxide and hydrogen by partial oxidation of carbonaceous substances, including without limitation refining or chemical plant byproducts streams, using oxygen or an oxygen-containing gas and including, but without limiting the foregoing, any means or methods of (i) preparing such substances to the extent useful in such partial oxidation, (ii) introducing and reacting materials in a partial oxidation reaction zone; (iii) cooling the effluent of said reaction zone and recovering and conserving reaction heat; (iv) removing from said effluent materials which may or may not be returned to said reaction zone; and (v) treating by-product or waste discharges.

(w) "Texaco Hydrogen Generation Process" or "THGP" shall mean the process licensed by TEXACO DEVELOPMENT for producing high purity hydrogen which combines the TGP with one or more of the following process steps: Shift Conversion, Purification as each is hereinafter defined, membrane separation, methanation, and/or acid gas removal including any means or methods for integrating said combination, and any modifications or improvements to any of the foregoing.

SCHEDULE II
ROYALTIES AND TERMS OF PAYMENT

LICENSEE shall pay royalties and fees to TEXACO DEVELOPMENT or its nominee, in U.S. Dollars in immediately available funds in New York, as set forth below:

1. (a) Subject to Paragraph 1(b) of this Schedule II, LICENSEE shall acquire paid-up capacity for the Plant based upon the designed capacity of the Plant set forth in Paragraph 3.1 of this License Agreement by making the following payments, the cumulative total of which shall be [***]:
 - (i) Within forty-five (45) days of signing this License Agreement, LICENSEE will pay to TEXACO DEVELOPMENT [***] of the total lump-sum royalty for the designed Daily Average Output capacity of the Plant calculated as per the royalty schedule in Paragraph 2 of this Schedule II; and
 - (ii) Within forty-five (45) days of Financial Closure or by June 30, 1998, whichever first occurs, LICENSEE will pay to TEXACO DEVELOPMENT [***] of the total lump-sum royalty for the designed Daily Average Output capacity of the Plant calculated as per the royalty schedule in Paragraph 2 of this Schedule II; and
 - (iii) Within forty-five (45) days of Plant Start-up or December 31, 2002, whichever first occurs, LICENSEE will pay to TEXACO DEVELOPMENT [***] of the total lump-sum royalty for the designed Daily Average Output capacity of the Plant calculated as per the royalty schedule in Paragraph 2 of this Schedule II.

(b) LICENSEE shall also pay TEXACO DEVELOPMENT, or its nominee, in immediately available funds in New York, the lesser of [***] of LICENSEE's fee it has received for processing each ton of any imported refinery/chemical plant by-product feedstock or other imported by-product feeds processed in the Plant during each accounting period prescribed in Section 4.3 of this License Agreement; provided, however, that LICENSEE shall not be required to make such payments to TEXACO DEVELOPMENT until the aggregate amount of fees received by LICENSEE for processing such feedstock(s) equals the costs incurred by LICENSEE, if any, to modify the Plant to enable the Plant to process such feedstock(s). The obligations of this Paragraph l(b) shall remain ongoing and shall survive any termination or expiration of this License Agreement.

(c) In the event LICENSEE is unable to achieve Financial Closure by June 30, 1998, LICENSEE shall be permitted to cancel this License Agreement by providing TEXACO DEVELOPMENT with ten (10) days written cancellation notice, and upon the expiration of ten (10) days from the time TEXACO DEVELOPMENT receives such notice, this License Agreement shall be deemed canceled and terminated; provided, however, that LICENSEE shall use all reasonable efforts to achieve Financial Closure and further provided that TEXACO DEVELOPMENT has actually received the payment set forth in Paragraph l(a)(i) of this Schedule II. Upon cancellation of this License Agreement, LICENSEE shall be relieved of its obligation for the remaining royalty payments set forth in Paragraphs l(a)(ii) and (iii) of this Schedule II, and this License Agreement shall be terminated.

(d) LICENSEE shall be permitted to exceed the designed capacity of the Plant by up to [***] (i.e., [***] MSCF) of Daily Average Output without having to pay TEXACO DEVELOPMENT any royalties for the [***] additional capacity provided that such additional capacity results from improved operations and does not result from a Fundamental Modification (as defined hereinbelow) of the Plant LICENSEE shall be required to make additional royalty payments in accordance with the royalty schedule of Paragraph 2 of this Schedule II in the event the Daily Average Output exceeds [***] MSCF. It is understood and agreed that a fundamental modification of the Plant shall mean (i) the simultaneous operation of more than one gasifier, (ii) the addition, modification or replacement of

charge pump(s), feed injector(s), or gasifier(s) that increase the designed capacity by [***] or more, (iii) an increase in the capacity of the air separation unit by [***] or more from the capacity of the air separation unit at the time of Plant Start-up; and/or (iv) if the TGPS is practiced at the Plant ("Fundamental Modification") In the event such additional capacity results from a Fundamental Modification, LICENSEE shall be required to make additional royalty payment in accordance with the royalty schedule in Paragraph 2 of this Schedule II. Furthermore, in the event LICENSEE does in fact produce more than Eighty-six Thousand (86,000) MSCF but less than [***] MSCF of Daily Average Output without a Fundamental Modification and then subsequently the Plant undergoes a Fundamental Modification, LICENSEE shall pay TEXACO DEVELOPMENT for all additional capacity beyond the designed capacity in accordance with the royalty schedule of Paragraph 2 of this Schedule II. After TEXACO DEVELOPMENT receives such payment, LICENSEE shall be entitled to further increase the Daily Average Output of the Plant by up to an additional [***] MSCF without any further cost to LICENSEE. Any additional capacity beyond this [***] MSCF shall be subject to the royalty fees in accordance with the royalty schedule of Paragraph 2 of Schedule II of this License Agreement.

(e) [***]

(f) [***]

***]

2. Lump-sum (viz., paid-up) royalties shall be paid with respect to all Gasification operations conducted by LICENSEE in accordance with the following royalty schedule:
 - (a) For the first 10,000 MSCF of Daily Average Output or any part thereof, the sum of ***]; and
For the next 15,000 MSCF of Daily Average Output, i.e., over 10,000 and up to and including 25,000 MSCF of Daily Average Output total, at the rate of ***] per MSCF of Daily average Output; and
For the next 175,000 MSCF of Daily Average Output, i.e., over 25,000 and up to and including 200,000 MSCF of Daily Average Output total, at the rate of ***] per MSCF of Daily Average Output; and
For all over 200,000 MSCF of Daily Average Output at the rate of ***] per MSCF of Daily Average Output, and
 - (b) ***]

[***]

For the next 114,000 MSCF of Daily Average Output, i.e., over 86,000 and up to and including 200,000 MSCF of Daily Average output total, at the rate of [***] per MSCF of Daily Average Output; and

For all over 200,000 MSCF of Daily Average output at the rate of [***] per MSCF of Daily Average Output;

all in accordance with the payment provisions of this Schedule II.

3. At the time specified for the submission of accounting statements under Section 4.3 of this License Agreement, LICENSEE will also pay to TEXACO DEVELOPMENT or its nominee, in U.S. Dollars in immediately available funds in New York, the lump-sum royalties in accordance with the royalty rate schedule set forth in Paragraph 2 above and modified as provided in Paragraph 4 of this Schedule II required to purchase paid-up capacity for that part (if any) of the total Daily Average Output from all Gasification operations conducted by LICENSEE during the accounting period covered by said statement for which paid-up capacity shall not have been theretofore purchased by LICENSEE and, also, the fees specified in Paragraph 2 and modified as provided in Paragraph 4 of this Schedule II for all Gasification operations of LICENSEE during said accounting period.

4. (a) All payments made pursuant to Paragraphs 1 and 3, may, at TEXACO DEVELOPMENT's discretion, be modified by a factor in which the numerator is the average "Producer Price Index for Industrial Commodities" as published by the Bureau of Labor Statistics, U.S. Department of Labor (hereinafter called "BLS Index") for the twelve-month period ending the thirty-first day of October preceding the first day of January of the year in which such payment becomes due

and the denominator is the average of said BLS Index for the twelve-month period ending October 31, 1996 (127.2). Such factor shall not apply to the payment set forth in Paragraph 1(a)(iii) of this Schedule II, provided such amount is actually received by TEXACO DEVELOPMENT prior to December 31, 2000.

(b) If at any time during the term of the License Agreement publication of the BLS Index shall cease, another appropriate index published in the United States by the U.S. Government, or other organization generally recognized in the United States as authoritative on changes of equivalent or substantially equivalent commodity costs in the United States agreeable to both parties, shall be used.

5. If any payment hereunder, or part thereof, shall become due and remain unpaid for a period in excess of ten (10) days, LICENSEE agrees to pay to TEXACO DEVELOPMENT, in addition to the amount unpaid, interest on such amount at the rate of one percent (1%) per month for each month or portion thereof for the period beginning when such payment becomes due and until payment of such unpaid amount. Such interest shall be in addition to any other rights of TEXACO DEVELOPMENT arising as a result of LICENSEE's failure to make such payment or part thereof within the time specified.

SCHEDULE IV
RELEASE

The undersigned desires to have access to the gasification plant and related facilities (the "Plant") of Farmland Industries, Inc. ("Farmland") located near Coffeyville, Kansas. The undersigned acknowledges that the undersigned's access to the Plant premises is for the sole purpose of participating in a guided tour of the Plant and in activities directly associated with such tour.

The undersigned acknowledges that:

- (a) the Plant is an industrial facility that produces synthesis gas from carbonaceous substances; and
- (b) the Plant is located adjacent to other industrial facilities (the "Other Facilities") including, without limitation, fertilizer production and storage facilities and a petroleum refinery; and
- (c) the operation of the Plant and the Other Facilities involves chemical and other processes that are *inherently dangerous*; and
- (d) the operation of the Plant and the Other Facilities involves toxic materials and materials under extremely high pressure and/or at extremely high temperatures, all of which being *inherently dangerous*; and
- (e) being industrial facilities, the Plant and the Other Facilities, regardless of whether they currently are operating, are inherently dangerous; and
- (f) the undersigned's physical presence at, near or on the premises of the Plant and/or the Other Facilities *INVOLVES THE RISK OF SIGNIFICANT PERSONAL INJURY AND/OR DEATH TO THE UNDERSIGNED*.

The undersigned agrees that in consideration of the undersigned receiving the above-described access to the Plant premises, *THE UNDERSIGNED UNCONDITIONALLY ASSUMES ALL RISKS OF PERSONAL INJURY AND/OR DEATH TO THE UNDERSIGNED* that may occur in connection with the undersigned's physical presence at, near or on the premises of the Plant and/or the Other Facilities, whether during the undersigned's above-described access to the Plant or at any time thereafter and regardless of the direct or indirect cause thereof (including, without limitation, the acts, omissions or negligence of Farmland or its directors, officers, employees, agents or representatives), and *THE UNDERSIGNED DOES HEREBY RELEASE AND FOREVER DISCHARGE FARMLAND AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES* from any and all claims, demands or actions in connection with or otherwise relating to any such personal injury or death to the undersigned.

Also, the undersigned covenants never to make a claim or demand, or pursue any action, against Farmland or its directors, officers, employees, agents and representatives on account of any such personal injury or death to the undersigned.

The undersigned acknowledges and agrees that the undersigned's signing and delivery of this Release to Farmland is the free and voluntary act of the undersigned, that this Release is a legally binding document, and that this Release shall be binding on the undersigned and the undersigned's heirs and personal representatives.

Date: _____

Print Name: _____

SCHEDULE III

NON-EXHAUSTIVE LIST OF TEXACO U.S. PATENTS

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,261,167	04/14/81	PROCESS FOR THE GENERATION OF POWER FROM SOLID CARBONACEOUS FUELS
4,298,452	11/03/81	COAL LIQUEFACTION
4,351,645	09/28/82	PARTIAL OXIDATION BURNER APARATUS
4,371,378	02/01/83	SWIRL BURNER FOR PARTIAL OXIDATION PROCESS
4,377,132	03/22/83	SYNTHESIS GAS COOLER AND WASTE HEAT BOILER
4,385,906	05/31/83	START-UP METHOD FOR A GASIFICATION REACTOR
4,390,347	06/28/83	TRIM CONTROL PROC. FOR PARTIAL OX. GAS GENERATOR
4,390,348	06/28/83	TRIM CONTROL PROC. FOR PARTIAL OX. GAS GENERATOR
4,411,670	10/25/83	PROD. OF SYNTHESIS GAS FROM HEAVY HYDROCARBON FUELS CONTAINING HIGH METAL CONCENTRATIONS
4,411,817	10/25/83	PRODUCTION OF SYNTHESIS GAS
4,443,228	04/17/84	PARTIAL OXIDATION BURNER
4,462,928	07/31/84	PARTIAL OX. OF HEAVY REFINERY FRACTIONS
4,466,810	08/21/84	PARTIAL OXIDATION PROCESS
4,468,376	08/28/84	DISPOSAL PROC. FOR HALOGENATED ORGANIC MATERIAL
4,474,581	10/02/84	TRIM CONTROL SYSTEM FOR PARTIAL OXIDATION GAS GENERATOR
4,474,582	10/02/84	TRIM CONTROL SYSTEM FOR PARTIAL OXIDATION GAS GENERATOR
4,479,810	10/30/84	PARTIAL OXIDATION SYSTEM
4,483,690	11/20/84	APPARATUS FOR PROD. OF SYNTHESIS GAS FROM HEAVY HYDROCARBON FUELS CONTG. HIGH METAL CONCENTRATIONS
4,490,156	12/25/84	PARTIAL OXIDATION SYSTEM
4,491,456	01/01/85	PARTIAL OXIDATION PROCESS
4,510,057	04/09/85	ROTATING DISK BIOTREATMENT OF SYNGAS WASTE WATER
4,525,176	06/25/85	PREHEATING AND DESLAGGING A GASIFIER
4,533,363	08/06/85	PRODUCTION OF SYNTHESIS GAS
4,545,330	10/08/85	SELF-CLEANING LINER
4,559,061	12/17/85	MEANS FOR SYNTHESIS GAS GENERATION WITH CONTROL OF RATIO STEAM TO DRY GAS

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,581,899	04/15/86	SYNTHESIS GAS GENERATION WITH PREVENTION OF DEPOSIT FORMATION IN EXIT LINES
4,590,326	05/20/86	MULTI-ELEMENT THERMOCOUPLE
4,597,773	07/01/86	PROC. FOR PARTIAL OX. OF HYDROCARBONACEOUS FUEL AND RECOVERY OF WATER FROM DISPERSIONS OF SOOT
4,605,423	08/12/86	APPARATUS FOR GENERATING AND COOLING SYNTHESIS GAS
4,624,683	11/25/86	QUENCH RING AND DIP TUBE COMBINATION WITH IMPROVEMENT
4,637,823	01/20/87	HIGH TEMPERATURE FURNACE
4,639,312	01/27/87	FILTER PRESS FLOW CONTROL SYSTEM FOR DEWATERING SLUDGE
4,647,294	03/03/87	PARTIAL OXIDATION APPARATUS
4,655,792	04/07/87	PARTIAL OXIDATION PROCESS
4,657,698	04/14/87	PARTIAL OXIDATION PROCESS
4,666,463	05/19/87	CONTROLLING TEMPERATURE OF BURNERS
4,668,428	05/26/87	PARTIAL OX. OF PETROLEUM COKE AND/OR HEAVY LIQUID FUEL
4,668,429	05/26/87	PARTIAL OX. OF PETROLEUM COKE AND/OR HEAVY LIQUID FUEL
4,704,137	11/03/87	UPGRADING WATER FOR COOLING AND CLEANING
4,705,536	11/10/87	PARTIAL OXIDATION PROCESS
4,705,542	11/10/87	PRODUCTION OF SYNTHESIS GAS
4,743,194	05/10/88	COOLING SYSTEM FOR GASIFIER BURNER
4,749,381	06/07/88	STABLE SLURRIES OF SOLID CARBONACEOUS FUEL AND WATER
4,776,705	10/11/88	THERMOCOUPLE FOR USE IN HOSTILE ENVIRONMENT
4,776,860	10/11/88	HIGH TEMPERATURE DESULFURIZATION OF SYNTHESIS GAS
4,778,483	10/18/88	GASIFICATION REACTOR WITH INTERNAL GAS BAFFLING AND LIQUID COLLECTOR
4,778,485	10/18/88	POX PROCESS WITH HIGH TEMPERATURE DESULFURIZATION OF SYNGAS
4,781,731	11/01/88	INTEGRATED METHOD OF CHARGE FUEL PRETREATMENT AND TAIL GAS SULFUR REMOVAL
4,784,670	11/15/88	PARTIAL OXIDATION PROCESS
4,788,003	11/29/88	PARTIAL OXIDATION OF ASH-CONTAINING LIQUID HYDROCARBONACEOUS AND SOLID CARBONACEOUS FUELS
4,801,306	01/31/89	QUENCH RING FOR A GASIFIER

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,826,627	05/02/89	PARTIAL OXIDATION PROCESS
4,828,578	05/09/89	INTERNALLY CHANNELLED GASIFIER QUENCH RING
4,828,579	05/09/89	THERMALLY INSULATED QUENCH RING FOR A GASIFIER
4,828,580	05/09/89	QUENCH RING INSULATING COLLAR
4,857,229	08/15/89	PARTIAL OX. OF SULFUR, NICKEL AND VANADIUM-CONTG. FUELS
4,876,031	10/24/89	PARTIAL OXIDATION PROCESS
4,876,987	10/31/89	SYNTHETIC GAS COOLER WITH THERMAL PROTECTION
4,880,439	11/14/89	HIGH TEMPERATURE DESULFURIZATION OF SYNTHESIS GAS
4,889,657	12/26/89	PARTIAL OXIDATION PROCESS
4,889,658	12/26/89	PARTIAL OXIDATION PROCESS
4,891,950	01/09/90	CONTROL SYSTEM AND METHOD FOR A SYNTHESIS GAS PROCESS
4,909,958	03/20/90	PREVENTION OF FORMATION OF NICKEL SUBSULFIDE IN PARTIAL OX. OF HEAVY LIQUID AND/OR SOLID FUELS
4,936,376	06/26/90	SYNTHETIC GAS COOLER WITH THERMAL PROTECTION
4,948,387	08/14/90	SYNTHESIS GAS BARRIER AND REFRACTORY SUPPORT
4,957,544	09/18/90	PARTIAL OXIDATION PROCESS INCL. THE CONCENTRATION OF V/NI IN SLAG PHASE
4,983,296	01/08/91	PARTIAL OXIDATION OF SEWAGE SLUDGE
4,992,081	02/12/91	REACTOR DIP TUBE COOLING SYSTEM
5,000,580	03/19/91	APP. & METH. FOR MEAS. TEMP. INSIDE PROC. VESSELS CONTG. A HOSTILE ENV.
5,005,986	04/09/91	SLAG RESISTANT THERMOCOUPLE SHEATH
5,087,271	02/11/92	PARTIAL OXIDATION PROCESS
5,152,975	10/06/92	PROCESS FOR PRODUCING HIGH PURITY H ₂
5,152,976	10/06/92	PROCESS FOR PRODUCING HIGH PURITY H ₂
5,188,741	02/23/93	TREATMENT OF SEWAGE SLUDGE
5,211,723	05/18/93	PROCESS FOR REACTING PUMPABLE HIGH SOLIDS SEWAGE SLUDGE SLURRY
5,211,724	05/18/93	PARTIAL OXIDATION OF SEWAGE SLUDGE
5,233,943	08/10/93	SYNTHETIC GAS RADIANT COOLER WITH INTERNAL QUENCHING AND PURGING FACILITIES
5,234,468	08/10/93	PROCESS FOR UTILIZING A PUMPABLE FUEL FROM HIGHLY DEWATERED SEWAGE SLUDGE
5,234,469	08/10/93	PROCESS FOR DISPOSING OF SEWAGE SLUDGE

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
5,250,083	10/05/93	PROCESS FOR PRODUCTION OF DESULFURIZED SYNTHESIS GAS
5,251,433	10/12/93	POWER GENERATION PROCESS
5,261,602	11/16/93	PARTIAL OXIDATION PROCESS AND BURNER WITH POROUS TIP
5,265,635	11/30/93	CONTROL MEANS AND METHOD FOR CONTROLLING FEED GASES
5,295,350	03/22/94	COMBINED POWER CYCLE WITH LIQUEFIED NATURAL GAS (LNG) AND SYNTHESIS OR FUEL GAS
5,319,924	06/14/94	PARTIAL OXIDATION POWER SYSTEM
5,324,336	06/28/94	PARTIAL OXIDATION OF LOW RANK COALS AND RESIDUAL OIL
5,345,756	09/13/94	PARTIAL OXIDATION PROCESS WITH PRODUCTION OF POWER
5,358,696	10/25/94	PRODUCTION OF H ₂ -RICH GAS
5,364,996	11/15/94	PARTIAL OXIDATION OF SCRAP RUBBER TIRES AND USED MOTOR OIL
5,394,686	03/07/95	COMBINED POWER CYCLE WITH LIQUEFIED NATURAL GAS (LNG) AND SYNTHESIS OR FUEL GAS
5,401,282	03/28/95	PARTIAL OXIDATION PROCESS FOR PRODUCING A STREAM OF HOT PURIFIED GAS
5,403,366	04/04/95	PARTIAL OXIDATION PROCESS FOR PRODUCING A STREAM OF HOT PURIFIED GAS
5,415,673	05/16/95	ENERGY EFFICIENT FILTRATION OF SYNGAS COOLING AND SCRUBBING WATER
5,423,992	06/08/95	CHEMICALLY DISINFECTED SEWAGE SLUDGE-CONTAINING MATERIALS
5,423,894	06/13/95	PARTIAL OXIDATION OF LOW-RANK COALS
5,441,990	08/15/95	CLEANED H ₂ -ENRICHED SYNGAS MADE USING WATER-GAS SHIFT REACTION
5,445,669	08/29/95	PARTIAL OXIDATION OF PRODUCTS OF LIQUEFACTION OF PLASTIC MATERIALS
5,496,859	03/05/96	GASIFICATION PROCESS COMBINED WITH STEAM METHANE REFORMING TO PRODUCE SYNGAS SUITABLE FOR METHANOL PRODUCTION
5,515,794	05/14/96	PARTIAL OXIDATION PROCESS BURNER WITH RECESSED TIP AND GAS BLASTING
5,534,040	07/09/96	PARTIAL OXIDATION OF PARTIALLY LIQUIFIED PLASTIC MATERIALS
5,554,202	09/10/96	GASIFIER MONITORING APPARATUSGASIFIER MONITORING APPARATUS
5,578,094	11/26/96	VANADIUM ADDITION TO PETROLEUM COKE SLURRIES TO FACILITATE DESSLAGGING FOR CONTROLLED OXIDATION

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,218,423	08/19/80	QUENCH RING AND DIP TUBE ASSEMBLY FOR A REACTOR VESSEL
4,247,302	01/27/81	PROCESS FOR GASIFICATION AND PRODUCTION BY-PRODUCT SUPERHEATED STEAM
4,248,604	02/03/81	GASIFICATION PROCESS
4,251,228	02/17/81	PRODUCTION OF CLEANED AND COOLED SYNTHESIS GAS
4,252,539	02/24/81	SOLID FUEL COMPOSITION
4,255,278	03/10/81	PARTIAL OXIDATION PROCESS WITH RECOVERY OF UNCOVERTED SOLID FUEL FROM SUSPENSION IN WATER
4,261,167	04/14/81	PROCESS FOR THE GENERATION OF POWER FROM CARBONACEOUS FUELS WITH MINIMAL ATMOSPHERIC POLLUTION
4,265,407	05/05/81	METH. OF PRODUCING A COAL-WATER SLURRY OF PREDETERMINED CONSISTENCY
4,277,365	07/07/81	PRODUCTION OF REDUCING GAS
4,279,622	07/21/81	GAS-GAS QUENCH COOLING AND SOLIDS SEPARATION PROCESS
4,289,502	09/15/81	APPARATUS FOR THE PROD. OF CLEANED AND COOLED SYNTHESIS GAS
4,304,571	12/08/81	COAL BENEFICIATION
4,304,572	12/08/81	PRODUCTION OF SOLID FUEL-WATER SLURRIES
4,312,637	01/26/82	SLAG OUTLET FOR GASIFICATION GENERATOR
4,324,563	04/13/82	GASIFIC. APPARATUS WITH MEANS FOR COOLING AND SEPARATING SOLIDS WITH PRODUCT GAS
4,326,856	04/27/82	PRODUCTION OF CLEANED AND COOLED SYNTHESIS GAS
4,326,948	04/27/82	LIQUEFACTION AND GASIFICATION OF LOW RANK COALS
4,328,006	05/04/82	APP. FOR THE PROD. OF CLEANED AND COOLED SYNGAS
4,328,008	05/04/82	METHOD FOR THE PRODUCTION OF CLEANED AND COOLED SYNTHESIS GAS
4,351,645	09/28/82	PARTIAL OXIDATION BURNER APPARATUS
4,364,744	12/21/82	BURNER FOR THE PARTIAL OX. OF SLURRIES OF SOLID CARBONACEOUS FUELS
4,371,378	02/01/83	SWIRL BURNER FOR PARTIAL OX. PROCESS
4,377,132	03/22/83	SYNTHESIS GAS COOLER AND WASTE HEAT BOILER
4,377,394	03/22/83	APP. FOR THE PROD. OF CLEANED AND COOLED SYNGAS
4,385,906	05/31/83	START-UP METHOD FOR A GASIFICATION REACTOR

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,386,941	06/07/83	PROC. FOR THE PARTIAL OX. OF SLURRIES OF SOLID CARBONACEOUS FUEL
4,390,347	06/28/83	TRIM CONTROL PROCESS FOR PARTIAL OX. GAS GENERATOR
4,390,348	06/28/83	TRIM CONTROL PROCESS FOR PARTIAL OX. GAS GENERATOR
4,390,957	06/28/83	COAL SLURRY MONITOR MEANS AND METHOD
4,411,533	10/25/83	SYSTEM FOR MEASURING TEMPERATURE OF HOT GASES LADEN WITH ENTRAINED SOLIDS
4,411,670	10/25/83	PROD. OF SYNTHESIS GAS FROM HEAVY HYDROCARBON FUELS CONTG. HIGH METAL CONCENTRATIONS
4,411,817	10/25/83	PRODUCTION OF SYNTHESIS GAS
4,436,530	03/13/84	PROC. FOR GASIFYING SOLID CARBON CONTG. MATERIALS
4,436,531	03/13/84	COAL. GASIFICATION: PROMOTING THE REACTION OF CARBON IN THE EFFLUENT
4,443,228	04/17/84	PARTIAL OXIDATION BURNER
4,443,230	04/17/84	PARTIAL OX. PROCESS FOR SLURRIES OF SOLID FUEL
4,445,444	05/01/84	BURNER FOR COMBUSTING OXYGEN-COAL MIXTURE
4,465,496	08/14/84	REMOVAL OF SOUR WATER FROM COAL GASIFICATION SLAG
4,466,808	08/21/84	METH. OF COOLING PRODUCT GASES OF INCOMPLETE COMBUSTION CONTAINING ASH AND CHAR WHICH PASS THROUGH A VISCOUS STICKY PHASE
4,466,810	08/21/84	PARTIAL OXIDATION PROCESS
4,468,376	08/28/84	DISPOSAL PROC. FOR HALOGENATED ORGANIC MATERIAL
4,474,581	10/02/84	TRIM CONTROL SYSTEM FOR PARTIAL OX. GAS GENERATOR
4,474,582	10/02/84	TRIM CONTROL SYSTEM FOR PARTIAL OX. GAS GENERATOR
4,479,810	10/30/84	PARTIAL OXIDATION SYSTEM
4,483,690	11/20/84	APPARATUS FOR PROD. OF SYNTHESIS GAS FROM HEAVY HYDROCARBON FUELS CONTG. HIGH METAL CONCENTRATIONS
4,490,156	12/25/84	PARTIAL OXIDATION SYSTEM
4,491,456	01/01/85	PARTIAL OXIDATION PROCESS
4,510,057	04/09/85	ROTATING DISK BIOTREATMENT OF SYNGAS WASTE WATER
4,525,175	06/25/85	BURNER FOR PARTIAL OXIDATION PROCESS FOR SLURRIES
4,525,176	06/25/85	PREHEATING AND DESLAGGING A GASIFIER
4,526,676	07/02/85	INTEGRATED H-OIL PROCESS INCLUDING RECOVERY AND TREATMENT OF VENT AND PURGE GAS STREAMS AND SOOT NAPHTHA STREAM

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,533,363	08/06/85	PRODUCTION OF SYNTHESIS GAS
4,545,330	10/08/85	SELF-CLEANING LINER
4,559,061	12/17/85	MEANS FOR SYNTHESIS GAS GENERATION WITH CONTROL OF RATIO OF STEAM TO DRY GAS
4,581,899	04/15/86	SYNTHESIS GAS GENERATION WITH PREVENTION OF DEPOSIT FORMATION IN EXIT LINES
4,590,326	05/20/86	MULTI-ELEMENT THERMOCOUPLE
4,597,773	07/01/86	PROCESS FOR PARTIAL OXIDATION OF HYDROCARBONACEOUS FUEL AND RECOVERY OF WATER FROM DISPERSIONS OF SOOT AND WATER
4,605,423	08/12/86	APPARATUS FOR GENERATING AND COOLING SYNTHESIS GAS
4,624,683	11/25/86	QUENCH RING AND DIP TUBE COMBINATION WITH IMPROVEMENT
4,637,823	01/20/87	HIGH TEMPERATURE FURNACE
4,639,312	01/27/87	FILTER PRESS FLOW CONTROL SYSTEM FOR DEWATERING SLUDGE
4,647,294	03/03/87	PARTIAL OXIDATION APPARATUS
4,650,497	03/17/87	QUENCH CHAMBER FOR HIGH PRESSURE
4,655,792	04/07/87	PARTIAL OXIDATION PROCESS
4,657,698	04/14/87	PARTIAL OXIDATION PROCESS
4,666,462	05/19/87	CONTROL PROCESS FOR SOLID FUELS
4,666,463	05/19/87	CONTROLLING TEMPERATURE OF BURNERS
4,668,428	05/26/87	PARTIAL OX. OF PETROLEUM COKE AND/OR HEAVY LIQUID FUEL
4,668,429	05/26/87	PARTIAL OX. OF PETROLEUM COKE AND/OR HEAVY LIQUID FUEL
4,671,803	06/09/87	SYNGAS FREE FROM VOLATILE METAL HYDRIDES
4,676,805	06/30/87	PROCESS FOR OPERATING GAS GENERATOR
4,704,137	11/03/87	UPGRADING WATER FOR COOLING AND CLEANING PARTIAL OX. PROCESS
4,705,536	11/10/87	PARTIAL OXIDATION PROCESS
4,705,542	11/10/87	PRODUCTION OF SYNTHESIS GAS
4,743,194	05/10/88	COOLING SYSTEM FOR GASIFIER BURNER
4,749,381	06/07/88	STABLE SLURRIES OF CARBONACEOUS FUEL AND WATER
4,774,021	09/27/88	PARTIAL OX. OF SULFUR-CONTG. SOLID FUEL
4,776,860	10/11/88	HIGH-TEMPERATURE DESULFURIZATION OF SYNGAS

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,778,483	10/18/88	QUENCH CHAMBER WITH TROUGH AT BOTTOM OF BAFFLE
4,778,485	10/18/88	PARTIAL OXIDATION WITH SECOND STAGE ADDITION OF ADDITIVE
4,781,731	11/01/88	INTEGRATED METHOD OF CHARGE FUEL PRETREATMENT AND TAIL GAS SULFUR REMOVAL IN A PARTIAL OXIDATION PROCESS
4,784,670	11/15/88	PARTIAL OXIDATION PROCESS
4,788,003	11/29/88	PARTIAL OXIDATION OF ASH-CONTAINING LIQUID HYDROCARBONACEOUS AND SOLID CARBONACEOUS FUELS
4,801,306	01/31/89	QUENCH RING FOR GASIFIER
4,826,627	05/02/89	PARTIAL OXIDATION PROCESS
4,828,578	05/09/89	INTERNALLY CHANNELLED GASIFIER QUENCH RING
4,828,579	05/09/89	THERMALLY INSULATED QUENCH RING FOR A GASIFIER
4,828,580	05/09/89	QUENCH RING INSULATING COLLAR
4,857,229	08/15/89	PARTIAL OX. OF SULFUR, NICKEL AND VANADIUM-CONTG. FUELS
4,863,489	09/05/89	PROD. OF DEMERCURIZED SYNTHESIS GAS
4,875,906	10/24/89	PARTIAL OX. OF LOW HEATING VALUE WASTE PETROLEUM PRODUCTS
4,876,031	10/24/89	PARTIAL OXIDATION PROCESS
4,876,987	10/31/89	SYNTHETIC GAS COOLER WITH THERMAL PROTECTION
4,880,439	11/14/89	HIGH TEMPERATURE DESULFURIZATION OF SYNTHESIS GAS
4,889,657	12/26/89	PARTIAL OXIDATION PROCESS
4,889,658	12/26/89	PARTIAL OXIDATION PROCESS
4,889,699	12/26/89	PARTIAL OXIDATION PROCESS
4,904,277	02/27/90	REHYDRATING INHIBITORS FOR PREPARATION OF HIGH-SOLIDS CONCENTRATION LOW RANK COAL SLURRIES
4,909,958	03/20/90	PREVENTION OF FORMATION OF NICKEL SUBSULFIDE IN PARTIAL OX. OF HEAVY LIQUID AND/OR SOLID FUELS
4,919,688	04/24/90	GASIFIER WITH GAS SCROURED THROAT
4,936,376	06/26/90	SYNTHETIC GAS COOLER WITH THERMAL PROTECTION
4,946,476	08/07/90	PARTIAL OX. OF BITUMINOUS COAL
4,948,387	08/14/90	SYNTHESIS GAS BARRIER AND REFRACTORY SUPPORT
4,957,544	09/18/90	PARTIAL OX. PROCESS INCLUDING THE CONCENTRATION OF V/NI IN SLAG PHASE
4,983,296	01/08/91	PARTIAL OXIDATION OF SEWAGE SLUDGE

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
4,992,081	02/12/91	REACTOR DIP TUBE COOLING SYSTEM
5,000,580	03/19/91	APPARATUS AND METHOD FOR MEASURING TEMPERATURES INSIDE PROCESS VESSELS CONTG. A HOSTILE ENVIRONMENT
5,005,986	04/09/91	SLAG RESISTANT THERMOCOUPLE SHEATH
5,087,271	02/11/92	PARTIAL OXIDATION PROCESS
5,183,478	02/02/93	PROCESS AND APPARATUS FOR DEWATERING QUENCHED SLAG
5,188,739	02/23/93	DISPOSAL OF SEWAGE SLUDGE
5,188,740	02/23/93	PUMPABLE FUEL SLURRY OF SEWAGE SLUDGE & LOW GRADE SOLIDS CARBONACEOUS FUELS
5,188,741	02/23/93	TREATMENT OF SEWAGE SLUDGE
5,211,723	05/18/93	PROCESS FOR REACTING PUMPABLE HIGH SOLIDS SEWAGE SLUDGE SLURRY
5,211,724	05/18/93	PARTIAL OXIDATION OF SEWAGE SLUDGE
5,217,625	06/08/93	PROCESS FOR DISPOSING OF SEWAGE SLUDGE
5,230,211	07/27/93	PARTIAL OXIDATION OF SEWAGE SLUDGE
5,233,943	08/10/93	SYNTHETIC GAS RADIANT COOLER WITH INTERNAL QUENCHING AND PURGING FACILITIES
5,234,469	08/10/93	PROCESS FOR DISPOSING OF SEWAGE SLUDGE
5,250,083	10/05/93	PROCESS FOR PRODUCTION OF DESULFURIZED SYNTHESIS GAS
5,251,433	10/12/93	POWER GENERATION PROCESS
5,261,602	11/16/93	PARTIAL OXIDATION PROCESS AND BURNER WITH POROUS TIP
5,264,009	11/23/93	PROCESSING OF SEWAGE SLUDGE FOR USE AS A FUEL
5,266,085	11/30/93	PROCESS FOR DISPOSING OF SEWAGE SLUDGE
5,273,556	12/28/93	PROCESS FOR DISPOSING OF SEWAGE SLUDGE
5,281,243	01/25/94	TEMPERATURE MONITORING BURNER MEANS AND METHOD
5,292,442	03/08/94	PROCESS FOR DISPOSING OF SEWAGE SLUDGE
5,295,350	03/22/94	COMBINED POWER CYCLE WITH LIQUEFIED NATURAL GAS (LNG) AND SYNTHESIS OR FUEL GAS
5,319,924	06/14/94	PARTIAL OXIDATION POWER SYSTEM
5,324,336	06/28/94	PARTIAL OXIDATION OF LOW RANK COALS
5,338,489	08/16/94	DESLAGGING GASIFIERS BY CONTROLLED HEAT AND DERIVATIZATION
5,345,756	09/13/94	PARTIAL OXIDATION PROCESS WITH PRODUCTION OF POWER
5,356,540	10/18/94	PUMPABLE OXIDATION PROCESS WITH PRODUCTION OF POWER

<u>PATENT NO.</u>	<u>DATE OF ISSUE</u>	<u>TITLE</u>
5,358,696	10/25/94	PRODUCTION OF H ₂ RICH GAS
5,394,686	03/07/95	COMBINED POWER CYCLE WITH LIQUEFIED NATURAL GAS (LNG) AND SYNTHESIS OR FUEL GAS
5,401,282	03/28/95	PARTIAL OXIDATION PROCESS FOR PRODUCING A STREAM OF HOT PURIFIED GAS
5,403,366	04/04/95	PARTIAL OXIDATION PROCESS FOR PRODUCING A STREAM OF HOT PURIFIED GAS
5,415,673	05/16/95	ENERGY EFFICIENT FILTRATION OF SYNGAS COOLING AND SCRUBBING WATER
5,423,992	06/08/95	CHEMICALLY DISINFECTED SEWAGE SLUDGE-CONTAINING MATERIALS
5,423,894	06/13/95	PARTIAL OXIDATION OF LOW-RANK COALS
5,441,990	08/15/95	CLEANED, H ₂ -ENRICHED SYNGAS MADE USING WATER-GAS SHIFT REACTION
5,464,592	11/07/95	GASIFIER THROAT
5,464,503	11/07/95	TIRE LIQUEFYING PROCESS REACTOR DISCHARGE SYSTEM AND METHOD
5,484,554	01/16/96	OXIDANT INJECTION FOR IMPROVED CONTROLLED OXIDATION
5,498,827	03/12/96	HYDROTHERMAL TREATMENT AND PARTIAL OXIDATION OF PLASTIC MATERIALS
5,515,794	05/14/96	PARTIAL OXIDATION PROCESS BURNER WITH RECESSED TIP AND GAS BLASTING
5,534,040	07/09/96	PARTIAL OXIDATION OF PARTIALLY LIQUIFIED PLASTIC MATERIALS
5,545,238	08/13/96	METHOD OF MONITORING SLAG REMOVAL DURING CONTROLLED OXIDATION OF PARTIAL OXIDATION REACTOR
5,554,202	09/10/96	GASIFIER MONITORING APPARATUS
5,566,891	10/22/96	METHOD FOR GRINDING HOT MATERIAL AND RECOVERING GASES ENITTED THEREFROM
5,578,094	11/26/96	VANADIUM ADDITION TO PETROLEUM COKE SLURRIES TO FACILITATE DESLAGGING FOR CONTROLLED OXIDATION

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, made and entered into this 11th day of December, 1997, by and between TEXACO DEVELOPMENT CORPORATION ("TEXACO DEVELOPMENT") and FARMLAND INDUSTRIES, INC. ("LICENSEE").

WHEREAS, the parties entered into a License Agreement, dated as of May 30, 1997 (the "License Agreement") and now desire to amend the License Agreement to provide for certain "at risk" elements to the payment of a portion of the royalty fees payable thereunder;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I. All initial capitalized terms used herein shall have the meaning given them in the License Agreement.

II. Paragraph 1(a) of Schedule II to the License Agreement is hereby amended to read in its entirety as follows:

1. (a)(i) The parties acknowledge that LICENSEE has paid to Texaco Development the [***] royalty payment anticipated in Section 1(a)(i) of this Schedule II;

(ii) Within forty-five (45) days of Financial Closure or by June 30, 1998, whichever first occurs, LICENSEE will pay TEXACO DEVELOPMENT a royalty payment of [***];

(iii) LICENSEE will pay TEXACO DEVELOPMENT running royalty payments, contingent on production of Synthesis Gas by the Plant, as follows:

(1) The maximum aggregate of the payments required under this clause (iii)(1) shall be [***];

(2) as to any accounting period (as defined in Section 4.3 of the License Agreement), other than an accounting period that is less than a full six calendar months, (x) if the Daily Average Output for such accounting period is more than [***] MSCF, then [***] shall be required to be paid with respect to such accounting period, (y) if the Daily Average Output for such accounting period is less than [***] MSCF, then no amount shall be required to be paid with respect to such accounting period, and (z) if the Daily Average Output for such accounting period is from [***] MSCF, then an amount equal to [***], times a fraction, the numerator of which is such Daily Average Output for such accounting period minus [***], and the denominator of which is [***], shall be required to be paid with respect to such accounting period; and

(3) Payments required under this clause (iii) shall accompany the annual statement required under Section 4.3 of the License Agreement.

(iv) The balance of the royalty payments shall be paid, at LICENSEE's election, either (A) within forty-five (45) days of Plant Start-up or December 31, 2002, whichever first occurs, a lump sum royalty of [***], or (B) running royalty payments, contingent on the production of Synthesis Gas by the Plant, as follows:

(1) the maximum aggregate of the payments required to be paid under this clause (iv)(B) shall be [***];

(2) as to any accounting period, other than an accounting period that is less than a six full calendar months, (x) if the Daily Average Output for such accounting period is more than [***] MSCF, then [***] shall be required to be paid with respect to such accounting period, (y) if the Daily Average Output for such accounting period is less than [***] MSCF, then no amount shall be required to be paid with respect to such accounting period, and (z) if the Daily Average Output for such accounting period is from [***] MSCF, to and including [***] MSCF, then an amount equal to [***] times a fraction, the numerator of which is such Daily Average Output for such accounting period minus [***], and the denominator of which is [***], shall be required to be paid with respect to such accounting period; and

(3) Payments required under this clause (iv)(B) shall accompany the annual statement required under Section 4.3 of the License Agreement.

Upon payment to Texaco Development by LICENSEE of [***] under the above clause (ii), the [***] under the above clause (iii) and either the [***] under the above clause (iii)(A) or the [***] under the above clause (iv)(B), all royalties for the designed Daily Average Output of the Plant calculated per the royalty schedule in Paragraph 2 of this Schedule II shall be fully paid.

III. Paragraph 2 of Schedule II to the License Agreement is hereby amended to read in its entirety as follows:

2. Royalties shall be paid with respect to all Gasification operations conducted by LICENSEE in accordance with the following royalty schedule:

(a) For the first 86,000 MSCF of Daily Average Output or any part thereof, the royalties provided in Paragraph 1(a) of this Schedule II;

For the next 114,000 MSCF of Daily Average Output (i.e., over 86,000) and up to and including 200,000 MSCF of Daily Average Output total, lump-sum royalties at the rate of [***] per MSCF of Daily Average Output; and

For all over 200,000 MSCF of Daily Average Output lump-sum royalties at the rate of [***] per MSCF of Daily Average Output; and

[***]

For the next 114,000 MSCF of Daily Average Output, i.e., over 86,000 and up to and including 200,000 MSCF of Daily Average Output total, lump-sum royalties at the rate of [***] per MSCF of Daily Average Output; and

For all over 200,000 MSCF of Daily Average Output lump-sum royalties at the rate of [***] per MSCF of Daily Average Output;

all in accordance with the payment provisions of this Schedule II.

IV. The last sentence of paragraph 4(a) of Schedule II to the License Agreement is hereby amended to read in its entirety as follows:

"Such factor shall not apply to (a) any running royalty payments to be made under paragraph 1(a)(iii) or paragraph 1(a)(iv)(B) of Schedule II to the License Agreement, or (b) the payment (which may be made at LICENSEE's election) set forth in paragraph 1(a)(iv)(A) of Schedule II to the License Agreement, provided such amount in paragraph 1(a)(iv)(A) is actually received by TEXACO DEVELOPMENT prior to December 31, 2000."

V. Section 4.3.2 of the License Agreement is hereby amended to read in its entirety as follows:

4.3.2 The excess (in daily averages), if any, of the total Daily Average Output from the Gasification section of the Plant reported under Subparagraph 4.3.1 above, over the total Daily Average Output for all operations conducted by LICENSEE for which a license has been granted to LICENSEE under this License Agreement;

VI. The last sentence of Section 7.2 of the License Agreement is hereby amended by deleting "Paragraphs 1(a)(i), (ii) and (iii)" and inserting in lieu thereof "Paragraphs 1(a)(i) and (ii)".

VII. Section 8.3.4 and the first sentence of Section 8.6 of the License Agreement are hereby amended by adding, immediately following the phrase "due and actually received by" appearing in each such provision, the following:

" , whether received prior or subsequent to the incurrence of such liability,"

VIII. Except as provided herein, the License Agreement is not otherwise being amended or modified and the provisions thereof shall continue in full force and effect, as amended and modified herein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment Agreement as of the day and year first above written.

FARMLAND INDUSTRIES, INC.

TEXACO DEVELOPMENT CORPORATION

By: /s/ Allan D. Holiday

Name: Allan D. Holiday

Title: Project Manager

Date: December 11, 1997

By: /s/ John M. Brady

Name: John M. Brady

Title: Vice President

Date: December 11, 1997

Texaco Development Corporation

**1111 Bagby Street
Houston, TX 77002**

ChevronTexaco

October 24, 2003

Coffeyville Resources, LLC
c/o Pegasus Investors
99 River Road
Cos Cob, Connecticut 06807

Re: Texaco Gasification Process, Texaco Hydrogen Generation Process and Texaco Gasification Power Systems
License Agreement Effective May 30, 1997
Amendment No. Two

Gentlemen,

Reference is made to the license agreement referenced above ("License Agreement") effective as of May 30, 1997, between Texaco Development Corporation ("TDC") and Farmland Industries, Inc. ("Former Licensee"). Reference is also made to the Consent agreement dated December 11, 1997 wherein TDC consented to certain assignments by Former Licensee, the Amendment Agreement dated December 11, 1997 which amended the License Agreement, and the Consent to Assignment and Assignment of License Agreement dated October 24, 2003 wherein the License Agreement was assigned by the Former Licensee to Coffeyville Resources, LLC ("Licensee").

TDC and Licensee wish to amend the License Agreement as indicated below to reflect the new royalty payment schedule agreed to by the parties.

License Agreement

1. Section 7.1, first line, delete "or canceled and, hence, terminated under Paragraph I(c) of Schedule II,".
2. Section 7.2, last sentence, delete in its entirety.
3. Schedule II of the License Agreement is hereby amended as follows:
 - i. Paragraph 1(a), is hereby amended to read in its entirety as follows:

[CHEVRON LOGO] [TEXACO LOGO]

Coffeyville Resources, LLC
2nd Amendment to License Agreement

1(a) The parties acknowledge and agree that the Former Licensee, Farmland, has paid to Texaco Development all royalties and fees due and owing to TDC through December 31, 2003. For royalties and fees due and owing to TDC after December 31, 2003, the parties further acknowledge and agree that the LICENSEE shall pay additional royalties and fees in the total sum of Five Million Five Hundred Thousand United States Dollars (\$5,500,000 USD) according to the payment schedule listed below:

- (i) An initial payment of [***] shall be paid to TDC on or before June 1, 2004;
- (ii) A second payment of [***] shall be paid to TDC on or before June 1, 2005;
- (iii) A third payment of [***] shall be paid to TDC on or before June 1, 2006; and
- (iv) A fourth and final payment of [***] shall be paid to TDC on or before June 1, 2007.

ii. Paragraph 1(c) is hereby deleted in its entirety.

iii. Paragraph 1(e) is hereby deleted in its entirety.

iv. Paragraph 1(f), last sentence, delete "Paragraph 2(b)" and insert in lieu "Paragraph 2".

v. Paragraph 2 is hereby amended to read in its entirety as follows:

2. Royalties shall be paid with respect to all Gasification operations conducted by Licensee in accordance with the following royalty schedule:

For the next 114,000 MSCF of Daily Average Output, i.e., over 86,000 and up to and including 200,000 MSCF of Daily Average Output total lump-sum royalties, at the rate of [***] per MSCF of Daily Average Output; and

For all over 200,000 MSCF of Daily Average Output lump-sum royalties at the rate of [***] per MSCF of Daily Average Output;

all in accordance with the payment provisions of this Schedule II.

vi. Paragraph 4(a) is hereby amended by deleting the last sentence.

All other terms and conditions of the License Agreement shall remain in full force and effect.

The obligations under this Letter Agreement are conditioned upon the following: (i) Licensee becoming the "Successful Bidder" as such term is defined pursuant to the Order Approving Bid Procedures entered by the Bankruptcy Court ("Bankruptcy Court") in Former Licensee's Bankruptcy Chapter 11 Case No. 02-50557-JWV, (ii) closing of the transaction pursuant to that certain Asset Sale and Purchase Agreement dated September 25, 2003 between Former Licensee as "Seller" and Licensee as "Buyer" (the "APA") on or before March 31, 2004, (iii) the entry of an appropriate order by the Bankruptcy Court approving the sale of the "Transferred Assets", as such term is defined under the APA, and (iv) the entry of a final and non-appealable order by the Bankruptcy Court approving the compromise and settlement agreement between TDC and Former Licensee pursuant to the letter agreement dated October 17, 2003.

If you are agreeable to the foregoing conditions, please indicate your acceptance and agreement by having a duly authorized representative of Licensee execute both duplicate originals of the Letter Agreement and returning both signed copies to us for completion by TDC.

Very truly yours,

TEXACO DEVELOPMENT CORPORATION

By /s/ W. E. Preston

Vice President

ACCEPTED AND AGREED TO:

COFFEYVILLE RESOURCES, LLC

By: /s/ Philip L. Rinaldi

Print Name: Philip L. Rinaldi

Title: CEO

Date: 10/24/03

Coffeyville Resources, LLC
2nd Amendment to License Agreement

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 1(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 I(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 repass 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.

(d) If at any time during the Supply Period Coffeyville Resource's requirements for Product exceed, or are expected to exceed, any of the instantaneous flow rates set forth in Paragraph II of Exhibit A by an amount which exceeds such instantaneous flow rate by at least 10 percent (the amount of such excess over and above 10% defined herein as "Excess Product"), then:

i. Coffeyville Resources shall promptly provide BOC with written notice ("Excess Product Notice") of the need for such Excess Product in accordance with Section 15 of this Agreement. Such Excess Product Notice shall include the approximate quantity of Excess

Product and the approximate date by which Coffeyville Resources requires such Excess Product ("Excess Product Date"); and

ii. For 60 days following BOC's receipt of such Excess Product Notice, BOC and Coffeyville Resources shall work together to jointly develop and request for Proposal ("RFP") for the purpose of soliciting bids from third parties and BOC for supplying Excess Product to the Coffeyville Facilities by the Excess Product Date. BOC and Coffeyville Resources agree that it is their mutual intention that the RFP will not provide for the solicitation of bids for the sale of equipment, but will be limited to contracts for the supply of Excess Product; and

iii. Coffeyville Resources shall have 60 days from the date BOC and Coffeyville Resources complete preparation of the RFP to distribute the RFP and solicit bids from BOC and any third party bidders ("Bidding Period"); provided, however, that if BOC and Coffeyville fail to complete the RFP by the time described in Section 3(d)(ii) above, then Coffeyville Resources may submit its own RFP to BOC and third parties and the 60 day Bidding Period would then start on the date of Coffeyville Resources' distribution of such RFP; and

iv. Within 7 days after the conclusion of the Bidding Period, Coffeyville Resources shall provide BOC with written notice ("Bid Decision Notice"), in accordance with Section 15 of this Agreement, as to whether: (a) it agrees to accept BOC's bid; or (b) intends to accept one of the bids submitted by a third party; and

v. If Coffeyville Resources accepts BOC'S bid, then Coffeyville Resources shall purchase its Excess Product from BOC as of the Excess Product Date in accordance with the terms and conditions of BOC's bid; and

(***)

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 Coffeyville Resources, within fifteen (15) days after the date of said notice, furnishes BOC with a bona fide, firm, written offer from a responsible seller offering to sell Coffeyville Resources comparable Product, in like quantities, under similar conditions and at a lower price, BOC shall within fifteen (15) days thereafter agree to either: (i) meet said lower price; or (ii) reinstate the price thereof in effect at the time of said notice of increase, whichever BOC, in its sole discretion, may elect.

(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:

(i) For a period of no less than 90 days, commencing as of the effective date of this Agreement, which period shall be referred to as the "Initial Negotiating Period," BOC and Coffeyville Resources shall negotiate in good faith to jointly develop projects relating to the marketing and sale of CO₂ Byproduct produced by the Coffeyville Facilities ("CO₂ Projects") which are mutually acceptable to both parties. BOC and Coffeyville Resources further agree that each party can own up to a maximum of 50% of any individual CO₂ Project.

(ii) If BOC and Coffeyville fail to jointly develop CO₂ Projects mutually acceptable to both parties during the Initial Negotiating Period, then, at any time after the expiration of the Initial Negotiating Period, either BOC or Coffeyville Resources (the "Proposing Party") shall provide the other party (the "Receiving Party") with written Notice of a Bona Fide Offer setting forth all terms of said Bona Fide Offer. Said Notice shall be provided in accordance with

Section 15 of this Agreement. A Bona Fide Offer may come from a third party, Coffeyville Resources or BOC.

(iii) For a period of no less than 90 days, commencing as of the date written Notice of a Bona Fide Offer is received by the Receiving Party, BOC and Coffeyville Resources shall negotiate in good faith to consider the Bona Fide Offer. If BOC and Coffeyville Resources agree to accept the Bona Fide Offer, then, unless the parties agree otherwise, all profits, losses, tax credits and carbon sequestration credits earned in connection with the sale of CO₂ Byproduct associated with the Bona Fide Offer shall be shared between BOC and Coffeyville Resources in the same proportion as the ownership proposed in connection with the related Bona Fide Offer. If, at the expiration of 90 days, BOC and Coffeyville Resources have not reached agreement as to whether to accept or reject the Bona Fide Offer, then the Proposing Party shall be authorized to accept the Bona Fide Offer, and shall have the exclusive right to retain 100% of all profits, tax credits and losses earned in connection with the sale of CO₂ Byproduct to such Third Party Buyer. In that event, the Proposing Party shall indemnify and hold the Receiving Party, its directors, officers, agents, employees, subsidiaries, and affiliates, harmless from and against any and all claims, demands, judgments, liabilities or expenses arising out of or in any way connected with the Proposing Party's use, transportation, marketing or sale of such CO₂ Byproduct.

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

CAP1₁ = 2005 Annual Average CAPI

CAP1₂ = 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

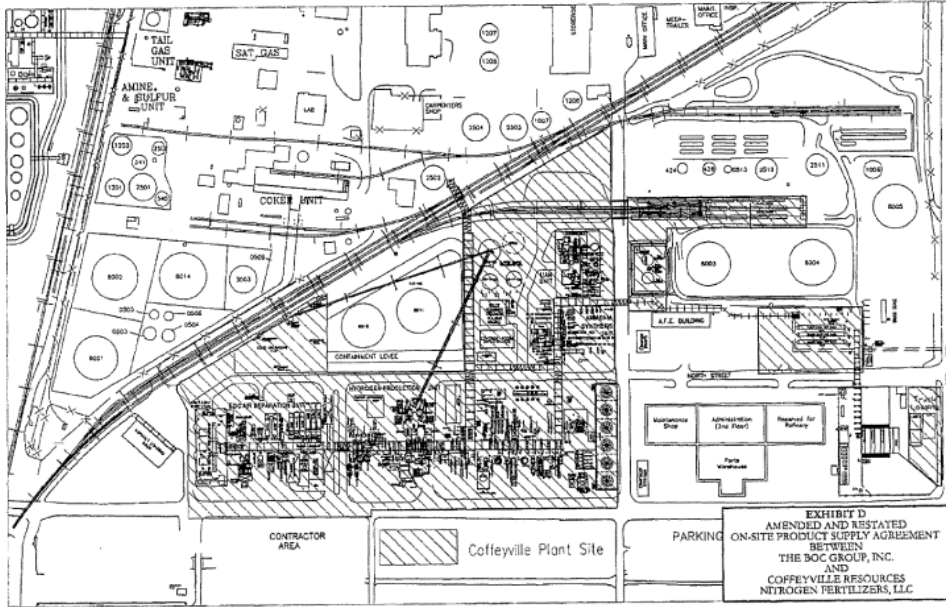


EXHIBIT E
THE BOC PLANT SITE

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)

Year of Supply Period During Which Purchase Occurs

<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	July Total Cost / June Total Cost = $\$0.03799 / \$0.03965 = .9581$
July 2005 Liquid Margin/Ton	$(**) \times .9581 = (**)$
July Cap	$(**) \times .9581 = (**)$

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.

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

Date: 1/19/98

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

Farmland Industries, Inc.

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

Date: 12-23-97

ISDA[®]

\$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.

A handwritten signature in cursive script, appearing to read "Dolores M. Forziati".

/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 contact 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 10
ALTERNATIVE CRUDE OIL ACQUISITION PRICE

10.1 The price to be paid by Coffeyville for Crude Oil supplied hereunder shall be subject to adjustment in accordance with the terms of this Article 10:

(a) From time to time Coffeyville may request that Supplier execute trades as contemplated by this Section 10 that are intended to result in the Crude Oil subject to a Sale Contract being priced over the time period that Coffeyville estimates such Crude Oil will be used by it at the Refinery. (***) For each Sale Contract, Coffeyville shall inform Supplier of the period over which it reasonably estimates the Crude Oil subject to such Sale Contract will be delivered to the Refinery (the "Designated Pricing Period"). If requested by Coffeyville in connection with a Sale Contract, Supplier shall quote to Coffeyville a Spread Quotation relating to the Designated Pricing Period for that Sale Contract. Any such Spread Quotation shall be determined (***). If Supplier provides a Spread Quotation, Coffeyville may accept the Spread Quotation by promptly agreeing thereto, which agreement may occur via a telephone conversation or through facsimile transmission, e-mail correspondence or instant messaging; provided that Supplier shall promptly confirm in writing any Spread Quotation agreed to by Coffeyville, which confirmation shall be substantially in the form of Exhibit G.

(b) From time to time, Coffeyville may request a Spread Quotation from Supplier that is not related to a specific Sale Contract, but is based on a number of Barrels of Crude Oil as specified by Coffeyville, which it expects to purchase for delivery (***). Any such Spread Quotation shall be determined (***). If Supplier provides such a Spread Quotation, Coffeyville may accept the Spread Quotation by promptly agreeing thereto, which agreement may occur via a telephone conversation or through facsimile transmission, e-mail correspondence or instant messaging; provided that Supplier shall promptly confirm in writing any Spread Quotation agreed to by Coffeyville, which confirmation shall be substantially in the form of Exhibit G. Any such Spread Quotation agreed to pursuant to this paragraph (b) shall thereafter be allocated by Coffeyville to a specific Sale Contract; provided, however, that, Coffeyville may only allocate such Spread Quotation to a Sale Contract prior to the beginning of the scheduled pricing period thereunder. Once a Spread Quotation is allocated to a Sale Contract, the expected delivery period of the Crude Oil covered by that Sale Contract shall be the "Designated Pricing Period" for that Spread Quotation.

(c) Any Spread Quotation agreed to by the Parties pursuant to paragraph (a) or (b) above shall constitute a "Spread Adjustment" covering the number of Barrels of Crude Oil that served as the basis for the related Spread Quotation. Supplier shall maintain on its books and records an account (the "Spread Account") reflecting all outstanding Spread Adjustments. The Spread Account shall reflect for each outstanding Spread Adjustment: (i) the per Barrel amount of the Spread Adjustment (which may be positive or negative); (ii) the prompt month and later month or months to which the Spread Adjustment relates; (iii) the number of Barrels of Crude Oil to which the Spread Adjustment relates; (iv) the Sale Contract to which it applies or, if such Spread Adjustment has yet to be allocated to a Sale Contract, an indication that it

is unallocated together with an indication of the approximate date of its expected allocation; and (v) the Designated Pricing Period.

(d) At any time prior to the Cut-Off Date for any calendar month, Coffeyville may request that Supplier quote to Coffeyville a further adjustment to any Spread Adjustment that has a Designated Pricing Period occurring during all or a portion of such calendar month; provided, that, following the Cut-Off Date, Coffeyville may ask Supplier to provide such a quotation and, subject to then existing market conditions, Supplier shall endeavor to do so in a commercially reasonable manner. Such adjustment shall (** *). Any further adjustment shall be determined (** *). If Supplier provides a quotation for such further adjustment, Coffeyville may accept the same by promptly agreeing thereto, which agreement may occur via a telephone conversation or through facsimile transmission, e-mail correspondence or instant messaging; provided that Supplier shall promptly confirm in writing any such further adjustment agreed to by Coffeyville, which confirmation shall be substantially in the form of Exhibit G. Upon agreement to such a further adjustment, the per Barrel amount of the affected Spread Adjustment shall be increased or decreased by the amount of such further adjustment, as appropriate, the Designated Pricing Period of such Spread Adjustment shall become the Roll Pricing Period upon which the relevant quotation was based, and Supplier shall promptly reflect such changes in the Spread Account. Notwithstanding the foregoing, if a Spread Adjustment has not been allocated to a Sale Contract prior to its Cut-Off Date and Coffeyville has not entered into a further adjustment to such unallocated Spread Adjustment prior to its Cut-Off Date, then such Spread Adjustment shall, without any action by Coffeyville, be subject to such further adjustment as Supplier shall determine (after consultation with Coffeyville) based on the then available Monthly Delivery Schedule and otherwise determined by Supplier in the manner contemplated in this Section 10.1(d), which shall be confirmed to Coffeyville and become effective as any other further adjustment entered into under this Section.

(e) Promptly after the Cut-Off Date occurs for any calendar month, Supplier shall calculate the average of the Spread Adjustments which have Designated Pricing Periods occurring during all or a portion of such calendar month, weighted to take account of the number of Barrels to which each such Spread Adjustment relates to the extent expected to be delivered in such calendar month (the "Average Spread Adjustment") and the total number of Barrels covered by such Spread Adjustments that are expected to be delivered during such calendar month (the "Monthly Spread Quantity"). As Supplier invoices Barrels delivered or to be delivered during such calendar month, it shall increase or decrease the applicable Supply Cost for such Barrels by the amount of the Average Spread Adjustment until the number of Barrels for which the price has been so increased or decreased equals the Monthly Spread Quantity. If the number of Barrels delivered in such month exceeds the Monthly Spread Quantity, no such increase or decrease shall be applied to the Supply Cost for such excess Barrels. If the number of Barrels delivered in such month is less than the

Monthly Spread Quantity (such difference being a "Shortfall Amount"), then the Monthly True Up invoice delivered following such month shall include an additional true up amount (which may be a credit or a debit, as appropriate) equal to the product of such Shortfall Amount and the Average Spread Adjustment.

(f) Promptly after Coffeyville delivers to Supplier the Monthly Delivery Schedule for the upcoming calendar month, Supplier shall supplement such Monthly Delivery Schedule with the Spread Account Information (as defined below) and deliver such supplemented Monthly Delivery Schedule to Coffeyville. The "Spread Account Information" for any calendar month consists of: (i) a summary of the Sale Contracts for the calendar month, (ii) the Designated Pricing Period for each Sale Contract, (iii) the summary of the Spread Adjustment to be applied to each Sale Contract, and (iv) the summary of any grade differential that applies to each Sale Contract. (***)

(g) In no event shall the Monthly Spread Quantity for any Delivery Month at any time exceed approximately (***) Barrels.

(h) The Parties acknowledge and agree that, unless otherwise expressly stated in the relevant Sale Confirmation, the Supply Cost for any Sale Contract shall be subject to adjustment in accordance with Section 10.1(e) above to the extent that any Barrels of Crude Oil delivered under such Sale Contract are counted within the Monthly Spread Quantity for the month during which they are delivered or deemed delivered.

(i) All determinations with respect to the Spread Adjustments shall be based on Supplier's books and records and such determination shall be final and binding on the Parties, absent manifest error. Supplier's books and records solely relating to the Spread Account shall be available to Coffeyville for review upon request. Upon discovery by either Party of an error in the accounting for Spread Adjustments, such error shall be corrected and any adjustment made as need be in the Monthly True-Up.

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 26 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

"Accounts Payable for Carrying Costs" means the amount payable by Supplier under a Purchase Contract Beginning on the Trade Date of that Purchase Contract.

"Accounts Receivable for Carrying Costs" means the amount that would have been invoiced on the day following a Flow Date, adjusted to reflect the total monthly volume of Crude Oil that Coffeyville is obligated to pay for based on the monthly true-up and the actual index price data for those monthly volumes.

"Inventory for Carrying Costs" means, for any day, all Crude Oil volumes that Supplier has contracted to purchase from Counterparties under then outstanding Purchase Contracts and which have not, as of that day, been delivered to Coffeyville at the Delivery Point. The value of the Inventory for Carrying Costs shall be the sum over all such Crude Oil volumes of each Crude Oil volume multiplied by the fixed crude price paid by Supplier for each barrel of that Crude Oil as calculated pursuant to the relevant Purchase Contract.

The "Daily Carrying Value" shall equal, for any day, (i) the value of the Inventory for Carrying Costs for that day plus (ii) the aggregate of all Accounts Receivable due Supplier under this Agreement as of that day minus (iii) the aggregate of all Accounts Payable for Carrying Costs for which Supplier is responsible as of that day. The "Daily Carrying Cost" shall equal, for any day, the product of the Daily Carrying Value for that day, multiplied by the Base Interest Rate, and divided by 360. Supplier's "Net Carrying Cost" shall equal for any month the sum of such Daily Carrying Costs calculated for each day during that month.

The following numbers are for illustrative purposes only.

Coffeyville Activity

Calendar Day	Coffeyville Use Actual bbl	WTI Price \$/bbl	Trued-up Invoice Amounts (including differential of \$0.75) \$	Paid Amounts \$	Accounts Receivable for Carrying Costs \$
29-Dec	—	\$ 58.75	\$ —	\$ —	\$ —
30-Dec	—	\$ 59.00	\$ —	\$ (1,488,666.67)	\$ (1,488,666.67)
31-Dec	(24,676)	\$ 59.25	\$ —	\$ —	\$ (1,488,666.67)
1-Jan	(78,777)	\$ 59.50	\$ 1,443,524.13	\$ —	\$ (45,142.54)
2-Jan	(80,712)	\$ 61.00	\$ 4,628,145.18	\$ —	\$ 4,583,002.64

3-Jan	(84,349)	\$ 63.00	\$ 4,862,922.54	\$ (4,485,250.00)	\$ 4,960,675.18
4-Jan	(81,221)	\$ 62.50	\$ 5,250,724.28	\$ (4,974,601.34)	\$ 5,236,798.12
5-Jan	(70,625)	\$ 61.00	\$ 5,015,421.08	\$ (4,851,286.91)	\$ 5,400,932.29
6-Jan	(81,969)	\$ 61.25	\$ 4,797,434.10	\$ (14,123,637.62)	\$ (3,925,271.23)
7-Jan	(79,678)	\$ 61.50	\$ 4,959,143.54	\$ —	\$ 1,033,872.31
8-Jan	(77,532)	\$ 62.25	\$ 4,840,467.89	\$ —	\$ 5,874,340.20
9-Jan	(76,192)	\$ 64.00	\$ 4,768,215.91	\$ (4,639,250.00)	\$ 6,003,306.11
10-Jan	(79,465)	\$ 60.00	\$ 4,819,129.23	\$ (4,792,719.65)	\$ 6,029,715.69
11-Jan	(80,313)	\$ 61.00	\$ 4,708,299.22	\$ (4,469,665.51)	\$ 6,268,349.40

J. Aron Activity

Calendar Day	Purchases by J. Aron Actual bbl	Purchase Price \$	Invoice to J. Aron \$	Payment by J. Aron \$	Accounts Payable for Carrying Costs \$
29-Dec	—	—	—	—	\$ —
30-Dec	824,000	57	\$ 46,968,000.00	\$ (46,968,000.00)	\$ —
31-Dec	—	—	—	—	\$ —
1-Jan	—	—	—	—	\$ —
2-Jan	250,000	65	\$ 16,250,000.00	—	\$ 16,250,000.00
3-Jan	—	—	—	—	\$ 16,250,000.00
4-Jan	—	—	—	—	\$ 16,250,000.00
5-Jan	—	—	—	—	\$ 16,250,000.00
6-Jan	—	—	—	—	\$ 16,250,000.00
7-Jan	—	—	—	—	\$ 16,250,000.00
8-Jan	—	—	—	—	\$ 16,250,000.00
9-Jan	—	—	—	—	\$ 16,250,000.00
10-Jan	—	—	—	\$ (16,250,000.00)	\$ —
11-Jan	—	—	—	—	\$ —

Inventory Tracking — Based on Actuals

Calendar Day	First crude inventory bbl	Second crude inventory bbl	Net Inventory bbl	Total Inventory Value for Carrying Costs \$
29-Dec	—	—	—	\$ —
30-Dec	824,000	—	824,000	\$ 46,968,000.00
31-Dec	799,324	—	799,324	\$ 45,561,489.31
1-Jan	720,547	—	720,547	\$ 41,071,203.77
2-Jan	639,835	250,000	889,835	\$ 52,720,596.56
3-Jan	555,486	250,000	805,486	\$ 47,912,704.46
4-Jan	474,265	250,000	724,265	\$ 43,283,084.99
5-Jan	394,639	250,000	644,639	\$ 38,744,433.64
6-Jan	312,670	250,000	562,670	\$ 34,072,182.70
7-Jan	232,991	250,000	482,991	\$ 29,530,509.13

Inventory Tracking – Based on Actuals

Calendar Day	First crude inventory bbl	Second crude inventory bbl	Net Inventory bbl	Total Inventory Value for Carrying Costs \$
8-Jan	155,459	250,000	405,459	\$ 25,111,187.07
9-Jan	79,268	250,000	329,268	\$ 20,768,256.37
10-Jan	—	249,803	249,803	\$ 10,237,174.84
11-Jan	—	169,490	169,490	\$ 11,016,845.00

Carrying Cost

Calendar Day	Daily Carrying Value \$	LIBOR %	Base Interest Rate (LIBOR+.5) %	Daily Carrying Cost \$
29-Dec	\$ —	(***)	(***)	\$ (***)
30-Dec	\$ 45,479,333.33	(***)	(***)	\$ (***)
31-Dec	\$ 44,072,622.64	(***)	(***)	\$ (***)
1-Jan	\$ 41,026,061.24	(***)	(***)	\$ (***)
2-Jan	\$ 41,053,599.20	(***)	(***)	\$ (***)
3-Jan	\$ 38,623,379.63	(***)	(***)	\$ (***)
4-Jan	\$ 32,269,883.11	(***)	(***)	\$ (***)
5-Jan	\$ 27,895,365.93	(***)	(***)	\$ (***)
6-Jan	\$ 13,896,911.48	(***)	(***)	\$ (***)
7-Jan	\$ 14,314,381.44	(***)	(***)	\$ (***)
8-Jan	\$ 14,735,527.27	(***)	(***)	\$ (***)
9-Jan	\$ 10,521,562.48	(***)	(***)	\$ (***)
10-Jan	\$ 22,286,890.53	(***)	(***)	\$ (***)
11-Jan	\$ 17,285,194.40	(***)	(***)	\$ (***)

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 Asterix (*)

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	25Jan06	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
11Oct06 *12Oct06 *13Oct06	12Oct06	Thu	13Oct06	Fri
*14Oct06	13Oct06	Fri	16Oct06	Mon
15Oct06	16Oct06	Mon	17Oct06	Tue
16Oct06	17Oct06	Tue	18Oct06	Wed
17Oct06	18Oct06	Wed	19Oct06	Thu
18Oct06 *19Oct06 *20Oct06	19Oct06	Thu	20Oct06	Fri

Flow Dates	Invoice Date	Invoice Day	Payment Date	Payment Day
*21Oct06	20Oct06	Fri	23Oct06	Mon
22Oct06	23Oct06	Mon	24Oct06	Tue
23Oct06	24Oct06	Tue	25Oct06	Wed
24Oct06	25Oct06	Wed	26Oct06	Thu
25Oct06 *26Oct06 *27Oct06	26Oct06	Thu	27Oct06	Fri
*28Oct06	27Oct06	Fri	30Oct06	Mon
29Oct06	30Oct06	Mon	31Oct06	Tue
30Oct06	31Oct06	Tue	1Nov06	Wed
31Oct06	1Nov06	Wed	2Nov06	Thu
1Nov06 * 2Nov06 * 3Nov06	2Nov06	Thu	3Nov06	Fri
* 4Nov06	3Nov06	Fri	6Nov06	Mon
5Nov06	6Nov06	Mon	7Nov06	Tue
6Nov06	7Nov06	Tue	8Nov06	Wed
7Nov06	8Nov06	Wed	9Nov06	Thu
8Nov06 * 9Nov06 *10Nov06	9Nov06	Thu	10Nov06	Fri
*11Nov06	10Nov06	Fri	13Nov06	Mon
12Nov06	13Nov06	Mon	14Nov06	Tue
13Nov06	14Nov06	Tue	15Nov06	Wed
14Nov06	15Nov06	Wed	16Nov06	Thu
15Nov06 *16Nov06 *17Nov06	16Nov06	Thu	17Nov06	Fri
*18Nov06	17Nov06	Fri	20Nov06	Mon
19Nov06	20Nov06	Mon	21Nov06	Tue
20Nov06 *21Nov06	21Nov06	Tue	22Nov06	Wed
*22Nov06 *23Nov06 *24Nov06	22Nov06	Wed	24Nov06	Fri
*25Nov06	24Nov06	Fri	27Nov06	Mon
26Nov06	27Nov06	Mon	28Nov06	Tue
27Nov06	28Nov06	Tue	29Nov06	Wed
28Nov06	29Nov06	Wed	30Nov06	Thu
29Nov06 * 30Nov06 * 1Dec06	30Nov06	Thu	1Dec06	Fri
* 2Dec06	1Dec06	Fri	4Dec06	Mon
3Dec06	4Dec06	Mon	5Dec06	Tue
4Dec06	5Dec06	Tue	6Dec06	Wed
5Dec06	6Dec06	Wed	7Dec06	Thu
6Dec06 * 7Dec06 * 8Dec06	7Dec06	Thu	8Dec06	Fri
* 9Dec06	8Dec06	Fri	11Dec06	Mon
10Dec06	11Dec06	Mon	12Dec06	Tue

Flow Dates	Invoice Date	Invoice Day	Payment Date	Payment Day
11Dec06	12Dec06	Tue	13Dec06	Wed
12Dec06	13Dec06	Wed	14Dec06	Thu
13Dec06 *14Dec06 *15Dec06	14Dec06	Thu	15Dec06	Fri
*16Dec06	15Dec06	Fri	18Dec06	Mon
17Dec06	18Dec06	Mon	19Dec06	Tue
18Dec06	19Dec06	Tue	20Dec06	Wed
19Dec06	20Dec06	Wed	21Dec06	Thu
20Dec06 *21Dec06 *22Dec06 *23Dec06	21Dec06	Thu	22Dec06	Fri
*24Dec06	22Dec06	Fri	26Dec06	Tue
25Dec06	26Dec06	Tue	27Dec06	Wed
26Dec06	27Dec06	Wed	28Dec06	Thu
27Dec06 *28Dec06 *29Dec06 *30Dec06	28Dec06	Thu	29Dec06	Fri
*31Dec06	29Dec06	Fri	2Jan07	Tue

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Amendment"), dated as of December 1, 2006, is made between J. Aron & Company, a general partnership organized under the laws of New York ("Supplier") and Coffeyville Resources Refining & Marketing, LLC, a limited liability company organized under the laws of Delaware ("Coffeyville").

Supplier and Coffeyville are parties to a Crude Oil Supply Agreement dated as of December 23, 2005 and effective January 1, 2006 (the "Supply Agreement"). Coffeyville and Supplier have agreed to extend the term of the Supply Agreement for an additional 12 month period, January 1, 2007 through December 31, 2007 and, in connection therewith, to amend certain terms and conditions of the Supply Agreement.

Accordingly, the Parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Supply Agreement. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Supply Agreement.

(b) Interpretation. The rules of interpretation set forth in Section 1.2 of the Supply Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2 Amendments to the Supply Agreement.

(a) Amendments. Upon the effectiveness of this Amendment, the Supply Agreement shall be amended as follows:

(i) Section 1.1 of the Supply Agreement is amended by inserting, in the appropriate alphabetical order, the following additional definitions:

"Canadian Crude" means Crude Oil originating in Canada, acquired by Supplier in Canada on behalf of Coffeyville pursuant to this Agreement and transported on the Spearhead Pipeline to Cushing, Oklahoma pursuant to Coffeyville's existing contractually committed space on the Spearhead Pipeline of [***] Barrels per day as such amount may be adjusted downward by Spearhead Pipeline from time to time or by such other means; and in such volumes in excess of [***] Barrels per day as Supplier and Coffeyville may, from time to time, mutually agree.

"Canadian Procurement Agreements" means any sourcing, procurement or purchasing agreements or arrangements that Supplier enters into in order to obtain Canadian Crude that it intends to deliver under any Sale Contract relating to Canadian Crude, which may be entered into specifically in connection with and at

the time of the execution of a Sale Contract or separately from and following the execution of a Sale Contract.

“Monthly Related Barrels” means, for any calendar month, the greater of the aggregate number of Related Barrels scheduled for delivery during such month and the aggregate number of Related Barrels delivered during such month.

“Monthly Supplemental Fee” means, for any calendar month, the product of (i) the aggregate number of Barrels of Canadian Crude for which an invoice was delivered to Coffeyville under Section 7.3(a) for Canadian Crude delivered to Coffeyville during that month plus the number of Canadian Gap Barrels for that month and (ii) the Supplemental Service Fee.

“Related Barrels” has the meaning specified in Section 8.1.

“Related Sale Contract” has the meaning specified in Section 8.1.

“Supplemental Service Fee” means a fee (i) with respect to the first [***] Barrels of Canadian Crude for any day, in an amount of [***] per Barrel of Canadian Crude and (ii) with respect to any Barrels of Canadian Crude in excess of [***] for any day, in such amount per Barrel of Canadian Crude as the Parties may, from time to time, mutually agree.

(ii) Section 1.1 of the Supply Agreement is amended by amending the definition of Crude Oil to read, in its entirety, as follows:

“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, unless otherwise set forth herein, Crude Oil includes Canadian Crude but does not include Gathered Crude.

(iii) Section 1.1 of the Supply Agreement is amended by amending the definition of Fixed Supply Service Fee to read, in its entirety, as follows:

“Fixed Supply Service Fee” means (i) for all Barrels other than Related Barrels, a fee of \$[***] per Barrel of Crude Oil and (ii) for Related Barrels, a fee of \$[***] per Related Barrel of Crude Oil, in each case payable by Coffeyville to Supplier pursuant to Section 8.1.

(iv) Section 4.3(c) of the Supply Agreement is amended by deleting the words “second month” from the second and third to last lines of that section and inserting the following in their place:
third month (in the case of domestic Crude Oil or Canadian Crude) or second month (in any other case)

(v) Section 4.3 of the Supply Agreement is amended by inserting at the end thereof new subsections (f) and (g) reading as follows:

(f) Notwithstanding anything herein to the contrary, and except as expressly provided in clauses (A) through (F) below, the following provisions of this Agreement shall not apply to any quantities of Canadian Crude: all of Sections 4.3(a), 4.3(b), 4.3(c), 4.3(d) and 4.3(e). In lieu of such non-applicable provisions, the following provisions shall apply to Canadian Crude:

(A) Supplier Negotiating on Behalf of Coffeyville: From time to time during the term of this Agreement, Coffeyville may instruct Supplier to negotiate for, procure and supply quantities of Canadian Crude, specifying the quantity, type and grade of the Canadian Crude it desires together with any pricing parameters for such Canadian Crude. Following each such instruction from Coffeyville, Supplier and Coffeyville shall promptly endeavor, in a commercially reasonable manner, to enter into a forward contract upon mutually acceptable terms and conditions, under which Supplier shall sell and Coffeyville shall acquire a quantity of Canadian Crude on pricing and delivery terms as are agreed to between Supplier and Coffeyville. Any forward contract so entered into will be a Sale Contract that is subject to either clause (i) or clause (ii) of Section 4.3(f)(B) below.

(B) The term "Sale Contract" (which is defined in Section 4.3(e) above), as used in this Agreement, shall include any forward contract entered into by the Parties under Section 4.3(f)(A) above; provided that:

(i) Sale Contract Supported by Identified Canadian Procurement Agreement: if at the time the Sale Contract is entered into, Supplier enters into a Canadian Procurement Agreement that it identifies as the source of the Canadian Crude covered by that Sale Contract, then the price per Barrel under such Sale Contract shall be the same as the price per Barrel under such Canadian Procurement Agreement (which may be converted into U.S. dollars as agreed between the Parties), which price, to the extent applicable, may be subject to adjustment pursuant to Article 10 below. Supplier shall with respect to any such Sale Contract identify the Counterparty and the material terms and conditions of the underlying Canadian Procurement Agreement; and

(ii) Sale Contract Not Supported by Identified Canadian Procurement Agreement: if at the time the Sale Contract is entered into, no such Canadian Procurement Agreement is entered into and identified by Supplier as the source of the Canadian Crude covered by that Sale Contract, then Supplier shall be the Counterparty and the price per Barrel of Canadian Crude under such Sale Contract shall be the price agreed to by Coffeyville and Supplier as

Counterparty through their negotiations, which price, to the extent applicable, may be subject to adjustment pursuant to Article 10 below.

(C) Coffeyville Identification of and Negotiation for Canadian Crude: The Parties recognize that, from time to time, in connection with Coffeyville's request to have Supplier procure Canadian Crude, Coffeyville may present to Supplier a specific proposed Canadian Crude purchase with an identified Counterparty, and that any such proposed purchase shall be subject to the terms and conditions of Section 4.3 above. Any such proposed purchase that is entered into shall constitute the Canadian Procurement Agreement with respect to the corresponding Sale Contract entered into by Coffeyville and Supplier.

(D) Coffeyville shall have no authority to bind Supplier to, or enter into on Supplier's behalf, any Canadian Procurement Agreements.

(E) Notwithstanding anything herein to the contrary, the "Trade Date" of a Sale Contract for Canadian Crude shall be (i) if at the time the Sale Contract is entered into, Supplier has entered into a Canadian Procurement Agreement with respect to the Canadian Crude covered by that Sale Contract, the date on such Canadian Procurement Agreement was entered into and (ii) otherwise, the date on which Supplier and Coffeyville have entered into a binding agreement with respect to that Sale Contract.

(F) Warranties:

(i) The failure of any Canadian Crude acquired pursuant to Sections 4.3(f)(A), 4.3(f)(B)(i) or 4.3(f)(C) that Supplier hereunder sells to Coffeyville (i.e., as an intermediary and not as the seller in Supplier's own right) to meet the specifications or other quality requirements stated in the applicable Sale Contract which is attributable to the failure of such Canadian Crude to meet the specifications or other quality requirements stated in the Canadian Procurement Agreements under which such Canadian Crude was acquired 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 Canadian Crude shall be for Coffeyville's account and resolved in accordance with Section 4.6.

(ii) With respect to any Canadian Crude which is purchased by Coffeyville from Supplier pursuant to Section 4.3(f)(B)(ii) (i.e., where Supplier is the seller in its own right and

not merely an intermediary hereunder), Supplier warrants that such Canadian Crude shall, at the time it is injected into the relevant Pipeline System in Canada, meet that Pipeline System's specifications for the type and grade of Canadian Crude to be delivered under the relevant Sale Contract.

(iii) Clauses (i) and (ii) above shall not limit Supplier's warranty of title with respect to any Canadian Crude and such warranty shall apply to Canadian Crude delivered hereunder to the same extent it applies to any other Crude Oil delivered hereunder; except that, notwithstanding anything to the contrary herein, Supplier shall warrant title with respect to any Canadian Crude which is purchased by Coffeyville from Supplier pursuant to Section 4.3(f)(B)(ii).

(g) The term "Purchase Contract" as used in the definition of Force Majeure in Section 1.1, in Sections 15.5, 17.2(a) and 17.2(b) of this Agreement, and in Exhibit E to this Agreement, shall include (without limitation) any Canadian Procurement Agreements; except that the term "Purchase Contract" as used in the definition of Force Majeure in Section 1.1 and in Section 15.5 shall not apply to Canadian Crude acquired pursuant to Section 4.3(f)(B)(ii).

(vi) Section 7.2 of the Supply Agreement is amended by inserting immediately after the words "Purchase Contract" and before the "((" on the third line thereof, the following:

[***]

(vii) Section 7.3(a) of the Supply Agreement is amended by deleting the last three sentences thereof and inserting the following in their place:

Should the term of this Agreement be extended as provided in Section 3.2, Supplier shall provide to Coffeyville, at least thirty (30) 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 3-day payment terms described in Exhibit H. 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 three calendar days after the delivery date of such Crude Oil.

(viii) Section 7.3(c) of the Supply Agreement is amended by deleting clause (ii) of such section in its entirety and inserting the following in its place:

(ii) the sum of (x) the Fixed Supply Service Fee for the aggregate number of Barrels for which an invoice was delivered to Coffeyville under Section 7.3(a) for Crude Oil delivered to Coffeyville during such month, plus the Gap Barrels for such month, (y) the Fixed Supply Service Fee for the Monthly Related Barrels for such month, plus (z) the Monthly Supplemental Fee, plus

(ix) Section 8.1 of the Supply Agreement is amended by deleting the entire text thereof and inserting the following in its place:

(a) 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 and for each Related Barrel (as defined below) or, if greater, for the number of Barrels of Crude Oil actually delivered to Coffeyville plus all Related Barrels. The Parties acknowledge that, in determining the total Fixed Supply Service Fee due for any period, the Fixed Supply Service Fee of [***] per Barrel shall apply to all Barrels other than Related Barrels and the Fixed Supply Service Fee of [***] per Barrel shall apply to all Related Barrels; provided, however, that any Barrels disposed of or acquired pursuant to Section 5.1 hereof shall not be Related Barrels. The Parties further acknowledge that, if to satisfy its obligation to deliver any Related Barrels to a Counterparty under a Related Sale Contract, Supplier has to procure such Related Barrels from any third party, Supplier shall not be entitled to any Fixed Supply Service Fee with respect to that procurement transaction between Supplier and such third party.

(b) As additional consideration for the Services provided by Supplier under this Agreement relating to Canadian Crude, Coffeyville shall pay Supplier [***] for each Barrel of Canadian Crude that is purchased by Supplier for resale to Coffeyville pursuant to this Agreement. The [***] shall be in addition to, and not in lieu of, the Fixed Supply Service Fee that is due for each Barrel of Canadian Crude under Section 8.1(a).

(c) The Parties acknowledge and agree that, from time to time, in connection with procuring Crude Oil of a specified type or grade or having a specified delivery location or period from a Counterparty, Supplier may also enter into a transaction in which it agrees to sell to such Counterparty Crude Oil of a different specified type or grade or having a different delivery location or period, or a combination of the foregoing (each such sale transaction being referred to as a "Related Sale Contract"). The Barrels of Crude Oil subject to any Related Sale Contract shall constitute "Related Barrels".

(x) Article 10 of the Supply Agreement is amended by inserting the following new section at the end thereof:

[***]

(xi) Section 13.1 of the Supply Agreement is amended by inserting the following sentence at the end of that Section:

Without limiting the generality of the foregoing, the Parties acknowledge and agree that to the extent any Canadian Goods and Services Tax ("GST") is incurred or payable with respect to any Purchase or Sales Contracts relating to Canadian Crude, Coffeyville shall be responsible for paying such GST or, if Supplier is required to make any such payment, promptly reimbursing Supplier therefor. Supplier will use its commercially reasonable efforts to avoid the GST as legally permissible and will file the necessary documents to obtain a refund of any GST paid but not due and owing under applicable law.

(xii) Exhibit H to the Supply Agreement is amended by inserting at the end thereof the table set forth on Annex A to this Amendment Agreement.

(xiii) Schedule I to the Supply Agreement is deleted and a new Schedule I is attached hereto.

(b) References Within Supply Agreement. Each reference in the Supply Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Supply Agreement as amended by this Amendment.

SECTION 3 Extension of Term. Upon the effectiveness of this Amendment, the Expiration Date of the Supply Agreement is hereby extended to January 1, 2008.

SECTION 4 Representations and Warranties. To induce the other Party to enter into this Amendment, each Party hereby (i) confirms and restates, as of the date hereof, the representations and warranties made by it in Article 16 or any other article or section of the Supply Agreement and (ii) represents and warrants that no Event of Default or Potential Event of Default with respect to it has occurred and is continuing.

SECTION 5 Miscellaneous.

(a) Supply Agreement Otherwise Not Affected. Except for the amendments pursuant hereto, the Supply Agreement remains unchanged. As amended pursuant hereto, the Supply Agreement remains in full force and effect and is hereby ratified and confirmed in all respects. The execution and delivery of, or acceptance of, this Amendment and any other

documents and instruments in connection herewith by either Party shall not be deemed to create a course of dealing or otherwise create any express or implied duty by it to provide any other or further amendments, consents or waivers in the future.

(b) No Reliance. Each Party hereby acknowledges and confirms that it is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(c) Costs and Expenses. Each Party shall be responsible for any costs and expenses incurred by such Party in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith.

(d) Binding Effect. This Amendment shall be binding upon, inure to the benefit of and be enforceable by Coffeyville, Supplier and their respective successors and assigns.

(e) Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED UNDER THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.**

(f) Amendments. This Amendment may not be modified, amended or otherwise altered except by written instrument executed by the Parties' duly authorized representatives.

(g) Effectiveness: Counterparts. This Amendment shall become effective on January 1, 2007. This Amendment may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

(h) Interpretation. This Amendment is the result of negotiations between and have been reviewed by counsel to each of the Parties, and is the product of all Parties hereto. Accordingly, this Amendment shall not be construed against either Party merely because of such Party's involvement in the preparation hereof.

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

J. ARON & COMPANY

By: /s/ Jeff Fraze

Name: Jeff Fraze

Title: Managing Director

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Stanley A. Riemann

Name: Stanley A. Riemann

Title: COO

ANNEX A

**EXHIBIT H
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 Extended Term (including last Flow Date of Initial Term)

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

	<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
*	31-Dec-06	29-Dec-06	Fri	2-Jan-07	Tue
	1-Jan-07	2-Jan-07	Tue	3-Jan-07	Wed
	2-Jan-07	3-Jan-07	Wed	4-Jan-07	Thu
	3-Jan-07	4-Jan-07	Thu	5-Jan-07	Fri
*	4-Jan-07	4-Jan-07	Thu	5-Jan-07	Fri
*	5-Jan-07	5-Jan-07	Fri	8-Jan-07	Mon
*	6-Jan-07	5-Jan-07	Fri	8-Jan-07	Mon
	7-Jan-07	8-Jan-07	Mon	9-Jan-07	Tue
	8-Jan-07	9-Jan-07	Tue	10-Jan-07	Wed
	9-Jan-07	10-Jan-07	Wed	11-Jan-07	Thu
	10-Jan-07	11-Jan-07	Thu	12-Jan-07	Fri
*	11-Jan-07	11-Jan-07	Thu	12-Jan-07	Fri
*	12-Jan-07	12-Jan-07	Fri	16-Jan-07	Tue
*	13-Jan-07	12-Jan-07	Fri	16-Jan-07	Tue
*	14-Jan-07	12-Jan-07	Fri	16-Jan-07	Tue
	15-Jan-07	16-Jan-07	Tue	17-Jan-07	Wed
	16-Jan-07	17-Jan-07	Wed	18-Jan-07	Thu
	17-Jan-07	18-Jan-07	Thu	19-Jan-07	Fri
*	18-Jan-07	18-Jan-07	Thu	19-Jan-07	Fri
*	19-Jan-07	19-Jan-07	Fri	22-Jan-07	Mon
*	20-Jan-07	19-Jan-07	Fri	22-Jan-07	Mon
	21-Jan-07	22-Jan-07	Mon	23-Jan-07	Tue
	22-Jan-07	23-Jan-07	Tue	24-Jan-07	Wed
	23-Jan-07	24-Jan-07	Wed	25-Jan-07	Thu
	24-Jan-07	25-Jan-07	Thu	26-Jan-07	Fri
*	25-Jan-07	25-Jan-07	Thu	26-Jan-07	Fri
*	26-Jan-07	26-Jan-07	Fri	29-Jan-07	Mon
*	27-Jan-07	26-Jan-07	Fri	29-Jan-07	Mon
	28-Jan-07	29-Jan-07	Mon	30-Jan-07	Tue
	29-Jan-07	30-Jan-07	Tue	31-Jan-07	Wed
	30-Jan-07	31-Jan-07	Wed	1-Feb-07	Thu
	31-Jan-07	1-Feb-07	Thu	2-Feb-07	Fri

	<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
*	1-Feb-07	1-Feb-07	Thu	2-Feb-07	Fri
*	2-Feb-07	2-Feb-07	Fri	5-Feb-07	Mon
*	3-Feb-07	2-Feb-07	Fri	5-Feb-07	Mon
	4-Feb-07	5-Feb-07	Mon	6-Feb-07	Tue
	5-Feb-07	6-Feb-07	Tue	7-Feb-07	Wed
	6-Feb-07	7-Feb-07	Wed	8-Feb-07	Thu
	7-Feb-07	8-Feb-07	Thu	9-Feb-07	Fri
*	8-Feb-07	8-Feb-07	Thu	9-Feb-07	Fri
*	9-Feb-07	9-Feb-07	Fri	12-Feb-07	Mon
*	10-Feb-07	9-Feb-07	Fri	12-Feb-07	Mon
	11-Feb-07	12-Feb-07	Mon	13-Feb-07	Tue
	12-Feb-07	13-Feb-07	Tue	14-Feb-07	Wed
	13-Feb-07	14-Feb-07	Wed	15-Feb-07	Thu
	14-Feb-07	15-Feb-07	Thu	16-Feb-07	Fri
*	15-Feb-07	15-Feb-07	Thu	16-Feb-07	Fri
*	16-Feb-07	16-Feb-07	Fri	20-Feb-07	Tue
*	17-Feb-07	16-Feb-07	Fri	16-Feb-07	Tue
*	18-Feb-07	16-Feb-07	Fri	20-Feb-07	Tue
	19-Feb-07	20-Feb-07	Tue	21-Feb-07	Wed
	20-Feb-07	21-Feb-07	Wed	22-Feb-07	Thu
	21-Feb-07	22-Feb-07	Thu	23-Feb-07	Fri
*	22-Feb-07	22-Feb-07	Thu	23-Feb-07	Fri
*	23-Feb-07	23-Feb-07	Fri	26-Feb-07	Mon
*	24-Feb-07	23-Feb-07	Fri	26-Feb-07	Mon
	25-Feb-07	26-Feb-07	Mon	27-Feb-07	Tue
	26-Feb-07	27-Feb-07	Tue	28-Feb-07	Wed
	27-Feb-07	28-Feb-07	Wed	1-Mar-07	Thu
	28-Feb-07	1-Mar-07	Thu	2-Mar-07	Fri
*	1-Mar-07	1-Mar-07	Thu	2-Mar-07	Fri
*	2-Mar-07	2-Mar-07	Fri	5-Mar-07	Mon
*	3-Mar-07	2-Mar-07	Fri	5-Mar-07	Mon
	4-Mar-07	5-Mar-07	Mon	6-Mar-07	Tue
	5-Mar-07	6-Mar-07	Tue	7-Mar-07	Wed
	6-Mar-07	7-Mar-07	Wed	8-Mar-07	Thu
	7-Mar-07	8-Mar-07	Thu	9-Mar-07	Fri
*	8-Mar-07	8-Mar-07	Thu	9-Mar-07	Fri
*	9-Mar-07	9-Mar-07	Fri	12-Mar-07	Mon
*	10-Mar-07	9-Mar-07	Fri	12-Mar-07	Mon
	11-Mar-07	12-Mar-07	Mon	13-Mar-07	Tue
	12-Mar-07	13-Mar-07	Tue	14-Mar-07	Wed
	13-Mar-07	14-Mar-07	Wed	15-Mar-07	Thu
	14-Mar-07	15-Mar-07	Thu	16-Mar-07	Fri
*	15-Mar-07	15-Mar-07	Thu	16-Mar-07	Fri
*	16-Mar-07	16-Mar-07	Fri	19-Mar-07	Mon
*	17-Mar-07	16-Mar-07	Fri	19-Mar-07	Mon
	18-Mar-07	19-Mar-07	Mon	20-Mar-07	Tue
	19-Mar-07	20-Mar-07	Tue	21-Mar-07	Wed
	20-Mar-07	21-Mar-07	Wed	22-Mar-07	Thu
	21-Mar-07	22-Mar-07	Thu	23-Mar-07	Fri
*	22-Mar-07	22-Mar-07	Thu	23-Mar-07	Fri

	<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
*	23-Mar-07	23-Mar-07	Fri	26-Mar-07	Mon
*	24-Mar-07	23-Mar-07	Fri	26-Mar-07	Mon
	25-Mar-07	26-Mar-07	Mon	27-Mar-07	Tue
	26-Mar-07	27-Mar-07	Tue	28-Mar-07	Wed
	27-Mar-07	28-Mar-07	Wed	29-Mar-07	Thu
	28-Mar-07	29-Mar-07	Thu	30-Mar-07	Fri
*	29-Mar-07	29-Mar-07	Thu	30-Mar-07	Fri
*	30-Mar-07	30-Mar-07	Fri	2-Apr-07	Mon
*	31-Mar-07	30-Mar-07	Fri	2-Apr-07	Mon
	1-Apr-07	2-Apr-07	Mon	3-Apr-07	Tue
	2-Apr-07	3-Apr-07	Tue	4-Apr-07	Wed
	3-Apr-07	4-Apr-07	Wed	5-Apr-07	Thu
	4-Apr-07	5-Apr-07	Thu	6-Apr-07	Fri
*	5-Apr-07	5-Apr-07	Thu	6-Apr-07	Fri
*	6-Apr-07	6-Apr-07	Fri	9-Apr-07	Mon
*	7-Apr-07	6-Apr-07	Fri	9-Apr-07	Mon
	8-Apr-07	9-Apr-07	Mon	10-Apr-07	Tue
	9-Apr-07	10-Apr-07	Tue	11-Apr-07	Wed
	10-Apr-07	11-Apr-07	Wed	12-Apr-07	Thu
	11-Apr-07	12-Apr-07	Thu	13-Apr-07	Fri
*	12-Apr-07	12-Apr-07	Thu	13-Apr-07	Fri
*	13-Apr-07	13-Apr-07	Fri	16-Apr-07	Mon
*	14-Apr-07	13-Apr-07	Fri	16-Apr-07	Mon
	15-Apr-07	16-Apr-07	Mon	17-Apr-07	Tue
	16-Apr-07	17-Apr-07	Tue	18-Apr-07	Wed
	17-Apr-07	18-Apr-07	Wed	19-Apr-07	Thu
	18-Apr-07	19-Apr-07	Thu	20-Apr-07	Fri
*	19-Apr-07	19-Apr-07	Thu	20-Apr-07	Fri
*	20-Apr-07	20-Apr-07	Fri	23-Apr-07	Mon
*	21-Apr-07	20-Apr-07	Fri	23-Apr-07	Mon
	22-Apr-07	23-Apr-07	Mon	24-Apr-07	Tue
	23-Apr-07	24-Apr-07	Tue	25-Apr-07	Wed
	24-Apr-07	25-Apr-07	Wed	26-Apr-07	Thu
*	25-Apr-07	26-Apr-07	Thu	27-Apr-07	Fri
*	26-Apr-07	26-Apr-07	Thu	27-Apr-07	Fri
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*	28-Apr-07	27-Apr-07	Fri	30-Apr-07	Mon
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	30-Apr-07	1-May-07	Tue	2-May-07	Wed
	1-May-07	2-May-07	Wed	3-May-07	Thu
	2-May-07	3-May-07	Thu	4-May-07	Fri
*	3-May-07	3-May-07	Thu	4-May-07	Fri
*	4-May-07	4-May-07	Fri	7-May-07	Mon
*	5-May-07	4-May-07	Fri	7-May-07	Mon
	6-May-07	7-May-07	Mon	8-May-07	Tue
	7-May-07	8-May-07	Tue	9-May-07	Wed
	8-May-07	9-May-07	Wed	10-May-07	Thu
	9-May-07	10-May-07	Thu	11-May-07	Fri
*	10-May-07	10-May-07	Thu	11-May-07	Fri
*	11-May-07	11-May-07	Fri	14-May-07	Mon

	<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
*	12-May-07	11-May-07	Fri	14-May-07	Mon
	13-May-07	14-May-07	Mon	15-May-07	Tue
	14-May-07	15-May-07	Tue	16-May-07	Wed
	15-May-07	16-May-07	Wed	17-May-07	Thu
	16-May-07	17-May-07	Thu	18-May-07	Fri
*	17-May-07	17-May-07	Thu	18-May-07	Fri
*	18-May-07	18-May-07	Fri	21-May-07	Mon
*	19-May-07	18-May-07	Fri	21-May-07	Mon
	20-May-07	21-May-07	Mon	22-May-07	Tue
	21-May-07	22-May-07	Tue	23-May-07	Wed
	22-May-07	23-May-07	Wed	24-May-07	Thu
	23-May-07	24-May-07	Thu	25-May-07	Fri
*	24-May-07	24-May-07	Thu	25-May-07	Fri
*	25-May-07	25-May-07	Fri	29-May-07	Tue
*	26-May-07	25-May-07	Fri	29-May-07	Tue
*	27-May-07	25-May-07	Fri	29-May-07	Tue
	28-May-07	29-May-07	Tue	30-May-07	Wed
	29-May-07	30-May-07	Wed	31-May-07	Thu
	30-May-07	31-May-07	Thu	1-Jun-07	Fri
*	31-May-07	31-May-07	Thu	1-Jun-07	Fri
*	1-Jun-07	1-Jun-07	Fri	4-Jun-07	Mon
*	2-Jun-07	1-Jun-07	Fri	4-Jun-07	Mon
	3-Jun-07	4-Jun-07	Mon	5-Jun-07	Tue
	4-Jun-07	5-Jun-07	Tue	6-Jun-07	Wed
	5-Jun-07	6-Jun-07	Wed	7-Jun-07	Thu
	6-Jun-07	7-Jun-07	Thu	8-Jun-07	Fri
*	7-Jun-07	7-Jun-07	Thu	8-Jun-07	Fri
*	8-Jun-07	8-Jun-07	Fri	11-Jun-07	Mon
*	9-Jun-07	8-Jun-07	Fri	11-Jun-07	Mon
	10-Jun-07	11-Jun-07	Mon	12-Jun-07	Tue
	11-Jun-07	12-Jun-07	Tue	13-Jun-07	Wed
	12-Jun-07	13-Jun-07	Wed	14-Jun-07	Thu
	13-Jun-07	14-Jun-07	Thu	15-Jun-07	Fri
*	14-Jun-07	14-Jun-07	Thu	15-Jun-07	Fri
*	15-Jun-07	15-Jun-07	Fri	18-Jun-07	Mon
*	16-Jun-07	15-Jun-07	Fri	18-Jun-07	Mon
	17-Jun-07	18-Jun-07	Mon	19-Jun-07	Tue
	18-Jun-07	19-Jun-07	Tue	20-Jun-07	Wed
	19-Jun-07	20-Jun-07	Wed	21-Jun-07	Thu
	20-Jun-07	21-Jun-07	Thu	22-Jun-07	Fri
*	21-Jun-07	21-Jun-07	Thu	22-Jun-07	Fri
*	22-Jun-07	22-Jun-07	Fri	25-Jun-07	Mon
*	23-Jun-07	22-Jun-07	Fri	25-Jun-07	Mon
	24-Jun-07	25-Jun-07	Mon	26-Jun-07	Tue
	25-Jun-07	26-Jun-07	Tue	27-Jun-07	Wed
	26-Jun-07	27-Jun-07	Wed	28-Jun-07	Thu
	27-Jun-07	28-Jun-07	Thu	29-Jun-07	Fri
*	28-Jun-07	28-Jun-07	Thu	29-Jun-07	Fri
*	29-Jun-07	29-Jun-07	Fri	2-Jul-07	Mon
*	30-Jun-07	29-Jun-07	Fri	2-Jul-07	Mon

<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
	1-Jul-07	2-Jul-07	3-Jul-07	Tue
	2-Jul-07	3-Jul-07	5-Jul-07	Thu
*	3-Jul-07	3-Jul-07	5-Jul-07	Thu
	4-Jul-07	5-Jul-07	6-Jul-07	Fri
*	5-Jul-07	5-Jul-07	6-Jul-07	Fri
*	6-Jul-07	6-Jul-07	9-Jul-07	Mon
*	7-Jul-07	6-Jul-07	9-Jul-07	Mon
	8-Jul-07	9-Jul-07	10-Jul-07	Tue
	9-Jul-07	10-Jul-07	11-Jul-07	Wed
	10-Jul-07	11-Jul-07	12-Jul-07	Thu
	11-Jul-07	12-Jul-07	13-Jul-07	Fri
*	12-Jul-07	12-Jul-07	13-Jul-07	Fri
*	13-Jul-07	13-Jul-07	16-Jul-07	Mon
*	14-Jul-07	13-Jul-07	16-Jul-07	Mon
	15-Jul-07	16-Jul-07	17-Jul-07	Tue
	16-Jul-07	17-Jul-07	18-Jul-07	Wed
	17-Jul-07	18-Jul-07	19-Jul-07	Thu
	18-Jul-07	19-Jul-07	20-Jul-07	Fri
*	19-Jul-07	19-Jul-07	20-Jul-07	Fri
*	20-Jul-07	20-Jul-07	23-Jul-07	Mon
*	21-Jul-07	20-Jul-07	23-Jul-07	Mon
	22-Jul-07	23-Jul-07	24-Jul-07	Tue
	23-Jul-07	24-Jul-07	25-Jul-07	Wed
	24-Jul-07	25-Jul-07	26-Jul-07	Thu
	25-Jul-07	26-Jul-07	27-Jul-07	Fri
*	26-Jul-07	26-Jul-07	27-Jul-07	Fri
*	27-Jul-07	27-Jul-07	30-Jul-07	Mon
*	28-Jul-07	27-Jul-07	30-Jul-07	Mon
	29-Jul-07	30-Jul-07	31-Jul-07	Tue
	30-Jul-07	31-Jul-07	1-Aug-07	Wed
	31-Jul-07	1-Aug-07	2-Aug-07	Thu
	1-Aug-07	2-Aug-07	3-Aug-07	Fri
*	2-Aug-07	2-Aug-07	3-Aug-07	Fri
*	3-Aug-07	3-Aug-07	6-Aug-07	Mon
*	4-Aug-07	3-Aug-07	6-Aug-07	Mon
	5-Aug-07	6-Aug-07	7-Aug-07	Tue
	6-Aug-07	7-Aug-07	8-Aug-07	Wed
	7-Aug-07	8-Aug-07	9-Aug-07	Thu
	8-Aug-07	9-Aug-07	10-Aug-07	Fri
*	9-Aug-07	9-Aug-07	10-Aug-07	Fri
*	10-Aug-07	10-Aug-07	13-Aug-07	Mon
*	11-Aug-07	10-Aug-07	13-Aug-07	Mon
	12-Aug-07	13-Aug-07	14-Aug-07	Tue
	13-Aug-07	14-Aug-07	15-Aug-07	Wed
	14-Aug-07	15-Aug-07	16-Aug-07	Thu
	15-Aug-07	16-Aug-07	17-Aug-07	Fri
*	16-Aug-07	16-Aug-07	17-Aug-07	Fri
*	17-Aug-07	17-Aug-07	20-Aug-07	Mon
*	18-Aug-07	17-Aug-07	20-Aug-07	Mon
	19-Aug-07	20-Aug-07	21-Aug-07	Tue

<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
	20-Aug-07	21-Aug-07	22-Aug-07	Wed
	21-Aug-07	22-Aug-07	23-Aug-07	Thu
	22-Aug-07	23-Aug-07	24-Aug-07	Fri
*	23-Aug-07	23-Aug-07	24-Aug-07	Fri
*	24-Aug-07	24-Aug-07	27-Aug-07	Mon
*	25-Aug-07	24-Aug-07	27-Aug-07	Mon
	26-Aug-07	27-Aug-07	28-Aug-07	Tue
	27-Aug-07	28-Aug-07	29-Aug-07	Wed
	28-Aug-07	29-Aug-07	30-Aug-07	Thu
	29-Aug-07	30-Aug-07	31-Aug-07	Fri
*	30-Aug-07	30-Aug-07	31-Aug-07	Fri
*	31-Aug-07	31-Aug-07	4-Sep-07	Tue
*	1-Sep-07	31-Aug-07	4-Sep-07	Tue
*	2-Sep-07	31-Aug-07	4-Sep-07	Tue
	3-Sep-07	4-Sep-07	5-Sep-07	Wed
	4-Sep-07	5-Sep-07	6-Sep-07	Thu
	5-Sep-07	6-Sep-07	7-Sep-07	Fri
*	6-Sep-07	6-Sep-07	7-Sep-07	Fri
*	7-Sep-07	7-Sep-07	10-Sep-07	Mon
*	8-Sep-07	7-Sep-07	10-Sep-07	Mon
	9-Sep-07	10-Sep-07	11-Sep-07	Tue
	10-Sep-07	11-Sep-07	12-Sep-07	Wed
	11-Sep-07	12-Sep-07	13-Sep-07	Thu
	12-Sep-07	13-Sep-07	14-Sep-07	Fri
*	13-Sep-07	13-Sep-07	14-Sep-07	Fri
*	14-Sep-07	14-Sep-07	17-Sep-07	Mon
*	15-Sep-07	14-Sep-07	17-Sep-07	Mon
	16-Sep-07	17-Sep-07	18-Sep-07	Tue
	17-Sep-07	18-Sep-07	19-Sep-07	Wed
	18-Sep-07	19-Sep-07	20-Sep-07	Thu
	19-Sep-07	20-Sep-07	21-Sep-07	Fri
*	20-Sep-07	20-Sep-07	21-Sep-07	Fri
*	21-Sep-07	21-Sep-07	24-Sep-07	Mon
*	22-Sep-07	21-Sep-07	24-Sep-07	Mon
	23-Sep-07	24-Sep-07	25-Sep-07	Tue
	24-Sep-07	25-Sep-07	26-Sep-07	Wed
	25-Sep-07	26-Sep-07	27-Sep-07	Thu
	26-Sep-07	27-Sep-07	28-Sep-07	Fri
*	27-Sep-07	27-Sep-07	28-Sep-07	Fri
*	28-Sep-07	28-Sep-07	1-Oct-07	Mon
*	29-Sep-07	28-Sep-07	1-Oct-07	Mon
	30-Sep-07	1-Oct-07	2-Oct-07	Tue
	1-Oct-07	2-Oct-07	3-Oct-07	Wed
	2-Oct-07	3-Oct-07	4-Oct-07	Thu
	3-Oct-07	4-Oct-07	5-Oct-07	Fri
*	4-Oct-07	4-Oct-07	5-Oct-07	Fri
*	5-Oct-07	5-Oct-07	9-Oct-07	Tue
*	6-Oct-07	5-Oct-07	9-Oct-07	Tue
*	7-Oct-07	5-Oct-07	9-Oct-07	Tue
	8-Oct-07	9-Oct-07	10-Oct-07	Wed

<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
	9-Oct-07	10-Oct-07	11-Oct-07	Thu
	10-Oct-07	11-Oct-07	12-Oct-07	Fri
*	11-Oct-07	11-Oct-07	12-Oct-07	Fri
*	12-Oct-07	12-Oct-07	15-Oct-07	Mon
*	13-Oct-07	12-Oct-07	15-Oct-07	Mon
	14-Oct-07	15-Oct-07	16-Oct-07	Tue
	15-Oct-07	16-Oct-07	17-Oct-07	Wed
	16-Oct-07	17-Oct-07	18-Oct-07	Thu
	17-Oct-07	18-Oct-07	19-Oct-07	Fri
*	18-Oct-07	18-Oct-07	19-Oct-07	Fri
*	19-Oct-07	19-Oct-07	22-Oct-07	Mon
*	20-Oct-07	19-Oct-07	22-Oct-07	Mon
	21-Oct-07	22-Oct-07	23-Oct-07	Tue
	22-Oct-07	23-Oct-07	24-Oct-07	Wed
	23-Oct-07	24-Oct-07	25-Oct-07	Thu
	24-Oct-07	25-Oct-07	26-Oct-07	Fri
*	25-Oct-07	25-Oct-07	26-Oct-07	Fri
*	26-Oct-07	26-Oct-07	29-Oct-07	Mon
*	27-Oct-07	26-Oct-07	29-Oct-07	Mon
	28-Oct-07	29-Oct-07	30-Oct-07	Tue
	29-Oct-07	30-Oct-07	31-Oct-07	Wed
	30-Oct-07	31-Oct-07	1-Nov-07	Thu
	31-Oct-07	1-Nov-07	2-Nov-07	Fri
*	1-Nov-07	1-Nov-07	2-Nov-07	Fri
*	2-Nov-07	2-Nov-07	5-Nov-07	Mon
*	3-Nov-07	2-Nov-07	5-Nov-07	Mon
	4-Nov-07	5-Nov-07	6-Nov-07	Tue
	5-Nov-07	6-Nov-07	7-Nov-07	Wed
	6-Nov-07	7-Nov-07	8-Nov-07	Thu
	7-Nov-07	8-Nov-07	9-Nov-07	Fri
*	8-Nov-07	8-Nov-07	9-Nov-07	Fri
*	9-Nov-07	9-Nov-07	13-Nov-07	Tue
*	10-Nov-07	9-Nov-07	13-Nov-07	Tue
*	11-Nov-07	9-Nov-07	13-Nov-07	Tue
	12-Nov-07	13-Nov-07	14-Nov-07	Wed
	13-Nov-07	14-Nov-07	15-Nov-07	Thu
	14-Nov-07	15-Nov-07	16-Nov-07	Fri
*	15-Nov-07	15-Nov-07	16-Nov-07	Fri
*	16-Nov-07	16-Nov-07	19-Nov-07	Mon
*	17-Nov-07	16-Nov-07	19-Nov-07	Mon
	18-Nov-07	19-Nov-07	20-Nov-07	Tue
	19-Nov-07	20-Nov-07	21-Nov-07	Wed
	20-Nov-07	21-Nov-07	23-Nov-07	Fri
*	21-Nov-07	21-Nov-07	23-Nov-07	Fri
*	22-Nov-07	21-Nov-07	23-Nov-07	Fri
*	23-Nov-07	23-Nov-07	26-Nov-07	Mon
*	24-Nov-07	23-Nov-07	26-Nov-07	Mon
	25-Nov-07	26-Nov-07	27-Nov-07	Tue
	26-Nov-07	27-Nov-07	28-Nov-07	Wed
	27-Nov-07	28-Nov-07	29-Nov-07	Thu

	<u>Flow Date</u>	<u>Invoice Date</u>	<u>Invoice Day</u>	<u>Payment Date</u>	<u>Payment Day</u>
*	28-Nov-07	29-Nov-07	Thu	30-Nov-07	Fri
*	29-Nov-07	29-Nov-07	Thu	30-Nov-07	Fri
*	30-Nov-07	30-Nov-07	Fri	3-Dec-07	Mon
*	1-Dec-07	30-Nov-07	Fri	3-Dec-07	Mon
	2-Dec-07	3-Dec-07	Mon	4-Dec-07	Tue
	3-Dec-07	4-Dec-07	Tue	5-Dec-07	Wed
	4-Dec-07	5-Dec-07	Wed	6-Dec-07	Thu
	5-Dec-07	6-Dec-07	Thu	7-Dec-07	Fri
*	6-Dec-07	6-Dec-07	Thu	7-Dec-07	Fri
*	7-Dec-07	7-Dec-07	Fri	10-Dec-07	Mon
*	8-Dec-07	7-Dec-07	Fri	10-Dec-07	Mon
	9-Dec-07	10-Dec-07	Mon	11-Dec-07	Tue
	10-Dec-07	11-Dec-07	Tue	12-Dec-07	Wed
	11-Dec-07	12-Dec-07	Wed	13-Dec-07	Thu
	12-Dec-07	13-Dec-07	Thu	14-Dec-07	Fri
*	13-Dec-07	13-Dec-07	Thu	14-Dec-07	Fri
*	14-Dec-07	14-Dec-07	Fri	17-Dec-07	Mon
*	15-Dec-07	14-Dec-07	Fri	17-Dec-07	Mon
	16-Dec-07	17-Dec-07	Mon	18-Dec-07	Tue
	17-Dec-07	18-Dec-07	Tue	19-Dec-07	Wed
	18-Dec-07	19-Dec-07	Wed	20-Dec-07	Thu
	19-Dec-07	20-Dec-07	Thu	21-Dec-07	Fri
*	20-Dec-07	20-Dec-07	Thu	21-Dec-07	Fri
*	21-Dec-07	21-Dec-07	Fri	24-Dec-07	Mon
*	22-Dec-07	21-Dec-07	Fri	24-Dec-07	Mon
	23-Dec-07	24-Dec-07	Mon	26-Dec-07	Wed
*	24-Dec-07	24-Dec-07	Mon	26-Dec-07	Wed
	25-Dec-07	26-Dec-07	Wed	27-Dec-07	Thu
	26-Dec-07	27-Dec-07	Thu	28-Dec-07	Fri
*	27-Dec-07	27-Dec-07	Thu	28-Dec-07	Fri
*	28-Dec-07	28-Dec-07	Fri	31-Dec-07	Mon
*	29-Dec-07	28-Dec-07	Fri	31-Dec-07	Mon
*	30-Dec-07	31-Dec-07	Mon	2-Jan-08	Wed
*	31-Dec-07	31-Dec-07	Mon	2-Jan-08	Wed

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 (i) if the final all-in construction costs to complete the Cushing to Broom Pipeline System exceed (***) , then the Initial Rate shall be increased in the amount of (***) per barrel of Specified Crude Oil for each additional (***) of construction costs up to an adjusted Initial Rate equal to (***) per barrel of Specified Crude Oil under such adjustment method to recover any construction costs up to (***) ; and (ii) to the extent the final all-in construction costs to complete the Cushing to Broom Pipeline System exceed (***) , then the Initial Rate shall be further increased to allow for recovery by Carrier of (***) of the excess cost over (***) on the same capital recovery basis as had been used to compute the Initial Rate. Shipper agrees to cooperate with Carrier to provide or procure an "unaffiliated shipper letter" in support of the Proposed FERC Tariff.

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