DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made this 22 day of March, 2012, by Coffeyville Resources Nitrogen Fertilizers, LLC and Coffeyville Resources Refining & Marketing, LLC (together, the "Owner").

The legal description of the land upon which this Declaration is imposed is:

Lots 1 through 16, Block 2, Sterling Addition to the City of Coffeyville;

Lots 1 through 16, Block 3, Sterling Addition to the City of Coffeyville;

Lots 1 through 8, Block B, Upham's Pottery Addition to the City of Coffeyville;

Lots 1 through 5, Block C, Upham's Pottery Addition to the City of Coffeyville;

Lots 1 through 4, Block D, Upham's Pottery Addition to the City of Coffeyville;

Lots 1 through 8, Block 4, Sterling Addition to the City of Coffeyville;

Lots 1 through 8, Block 11, River View Place Addition to the City of Coffeyville;

Lots 1 through 6, Block 12, River View Place Addition to the City of Coffeyville;

Lots 4 through 6, Block 3, Zeller's Addition to the City of Coffeyville;

Lots 1 through 16, Block 8, River View Place Addition to the City of Coffeyville;

Lots 1 through 16, Block 5, River View Place Addition to the City of Coffeyville;

Lots 1 through 8, Block 2, River View Place Addition to the City of Coffeyville;

Lots 1 through 5, Block 1, River View Place Addition to the City of Coffeyville;

Lots 1 through 12, Hill's Addition to the City of Coffeyville;

Block 4, Montgomery's Addition to the City of Coffeyville;

Lot 5, Block C, Upham's Pottery Addition to the City of Coffeyville, EXCEPT the West 50' thereof; and ALSO beginning at the Southeast corner of said Lot 5, thence East 150' m/l to the West line of the ROW of the M.K. & T. Railway, thence in a Northeast direction along the West said ROW 300', thence West 150' m/l to the Northeast corner of Lot 1, Block C, Upham's Pottery Addition, thence Southwest parallel to the West line of said ROW 300' to POB; and ALSO beginning at the Southwest corner of Lot 5, Block C, thence South 25', thence East to the West line of said M.K.& T. Railway ROW, thence Northeast along the

West line of said ROW to the Southeast corner of 2nd description herein, thence West to the POB, all in Montgomery County, Kansas;

Block E, Upham's Pottery Addition;

Tract A, Commencing at a point 315.25' West of the West line of the Southern Kansas Railroad, now A.T.& Santa Fe Railroad, thence South 112', thence East 50', thence North 112', thence West 50' the same being the West most Lot in a tract of land described as follows: Commencing on the West line of the Atchison, Topeka and Santa Fe Railroad, formerly the Southern Kansas Railroad property, 1257.5' North of the North line of highway along the South side of the East ½ of the Northwest ¼ of S 36, T 34, R 16, thence West 315.25', thence South 112', thence East 289.25' to the West line of ROW, North along rail line to POB, Montgomery County, Kansas;

Tract B, A tract of land located in a portion of the East ½ of the Northwest ¼ of S 36, T 34S, R 16, East of the 6th P.M., Montgomery County, Kansas said tract being more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block D, Upham's Pottery Addition, City of Coffeyville, thence North 90°00'00"East along the North line of Lot 1, Block E, said Upham's Pottery Addition a distance of 50' to the POB, thence continuing North 90°00'00"East along said North line a distance of 50', thence North 0°27'30"West a distance of 126.14', thence South 90°00'00"West a distance of 50', thence South 00°27'30"East a distance of 126.14' to the POB, Montgomery County, Kansas; and

Tract C, Beginning at a point 165.25' West of a point on the West line of the A.T. & S.F. Railroad ROW, 1257.7' North of the North line of the highway along the South side of the East ½ of the Northwest ¼ of S 36, T 34S, R 16 East of the 6th P.M., running thence South 112', thence West 50', thence North 112', thence East 50' to the POB, All in Montgomery County, Kansas,

(collectively, the "Property").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby impress the Property with the following covenants and restrictions:

1. Representation: The Owner represents that Owner is the owner of the Property and is authorized to execute and record this Declaration.

2. Declaration: The Owner hereby publishes and declares that the Property is held and shall be held, conveyed, sold, leased, and encumbered subject to the covenants, restrictions, limitations and obligations contained in this Declaration for the improvement of the Property, and each part thereto, and these covenants, restrictions, limitations and obligations shall run with the land and shall apply to and bind the Owner and any person

acquiring or owning an interest in the Property and improvements thereon, and any occupants thereof, and the grantees, successors, assigns, heirs, devisees, and personal representatives of said Owner and persons.

3. Property Use: The Property shall be developed and used in strict adherence to the Site Plan attached hereto as "Exhibit A" and incorporated herein by reference, subject to the following conditions:

a. The Property shall be used solely for construction, operation and maintenance of a train rail yard, movement of train engines and rail cars, and storage of rail cars, and no other purposes. Partially or fully loaded rail cars shall not be stored on the west set of tracks, as depicted on the Site Plan; however, they may be moved along or temporarily parked on said tracks during train assembly or disassembly.
b. The location and configuration of the rails shall be in accordance with the Site Plan.
c. In the event that loaded rail cars are to be stored, they will have constant surveillance to deter theft or tampering.
d. There shall be no movement of rail cars on the west set of tracks on the Property between the hours of 8:30 p.m. and 6:00 a.m. on any day of the week.
e. There will be no restriction on the movement of rail cars on the east tracks at any time.
f. Rail lubricators shall be installed and maintained at appropriate turning points within the rail yard in order to reduce rail noise.
g. The Owner shall construct a chain-link style fence along Union and New streets, in accordance with the Site Plan, within one hundred-eighty (180) days of the execution of this Declaration, and maintain the same; provided, the fence shall be constructed prior to any railroad switching activities on the Property.
h. The Owner shall allow the existing trees, where highlighted on the Site Plan, to remain in place until they die or become damaged.
i. The Owner shall plant trees where indicated on the Site Plan outside of the fence line and replace them as they die or become damaged.
j. The Owner shall construct a road to the City tree dump where indicated on the Site Plan and allow public access at all times. The access road shall have a proper base, according to the City's road standards, and shall be a minimum of 24' in width. The surface of the access road may be gravel.
k. The Owner shall allow Atmos Energy and the City of Coffeyville to have reasonable access to their facilities within the Property site. The Owner will comply with the City engineering recommendations of August 17, 2011 regarding construction over any existing sewer lines. The Owner shall pay to repair any utility lines that are damaged during construction or as a result of the use of the rail yard. If a sewer line or lines need(s) to be repaired and the repairs necessitate the removal of one or more train rails, the cost to remove and replace the rail(s) shall be paid by the Owner.

l. The areas surrounding the rails on the Site Plan shall have stabilized dust-free gravel or a paved/hard surface and shall be maintained to remain dust-free.

m. Drainage for the Property shall be designed to prevent storm water from flowing onto adjacent property, sidewalks and public roads (unless adequate structures are present within the road right of way) as permitted by the Kansas Department of Health and Environment.

4. Term: These covenants and restrictions shall remain in force and be binding upon the Property and run with the land and all owners and subsequent owners that acquire any interest in the Property, or any portion thereof, without expiration.

5. Amendment: The covenants and restrictions contained in this Declaration may not be changed, modified, amended or varied, in whole or in part, except by written consent of the owner of the Property and written concurrence by the governing body of the City of Coffeyville, Kansas; provided, in each case, such consent or concurrence will not be unreasonably withheld, conditioned or delayed.

6. Liberal Construction: The provisions of this Declaration shall be liberally construed to effectuate their purpose.

7. Enforcement: (a) Enforcement of this Declaration shall be by proceeding at law or equity against any person or persons, owner or owners, violating or attempting to violate any covenant or restriction herein, and such proceedings may be either to recover damages or to restrain or both. Such proceedings may be brought by the owner of any portion of the Property or by the City of Coffeyville, Kansas. (b) As an alternative to the foregoing, the City of Coffeyville may send a notice of violation of any covenant or restriction herein and, if the Owner does not cure the violation within seven (7) days, the City may file a complaint in the Municipal Court of Coffeyville alleging a violation of this Declaration and, upon a finding by the presiding judge that a violation did occur, the Owner shall be assessed a penalty in the amount of $1,000 per day that the violation continued. The Owner shall have the right to appeal from the Municipal Court as provided by law. Notice of the hearing before the Municipal Court shall be given to the Owner at the following address, by certified mail, at least seven (7) days prior to the hearing:

Coffeyville Resources Nitrogen Fertilizers, LLC
P.O. Box 5000
Coffeyville, KS 67337

State of Kansas, Montgomery County
This instrument was filed for
Record on March 26, 2012 02:41:00 PM
Recorded in Book 602 Page 948-955
Fee: $36.00 201201291
Marilyn Calhoun
Marilyn Calhoun, Register of Deeds

IN WITNESS WHEREOF, the Owner has executed this Declaration on the date first above written.

OWNER:

Coffeyville Resources Nitrogen Fertilizers, LLC

By: _____
Name: Stanley A. Riemann
Title: COO

Attest:

_____
Secretary

ACKNOWLEDGEMENT

STATE OF Kansas
Montgomery COUNTY, ss.

BE IT REMEMBERED that on this 22nd day of March 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stanley Riemann, who are personally known to me to be the same persons who executed the within instrument of writing on behalf of Coffeyville Resources Nitrogen Fertilizers, LLC, and such persons duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jennifer E Woodward
Notary Public

JENNIFER E. WOODWARD
NO. 1044645
NOTARY PUBLIC
My Appt. Exp.
JANUARY 23, 2014
STATE OF KANSAS

My commission expires:

01-23-14

OWNER:

Coffeyville Resources Refining & Marketing, LLC

By: _____
Name: Stanley R. Riemann
Title: COO

Attest:

_____
Secretary

ACKNOWLEDGEMENT

STATE OF KANSAS
Montgomery COUNTY, ss.

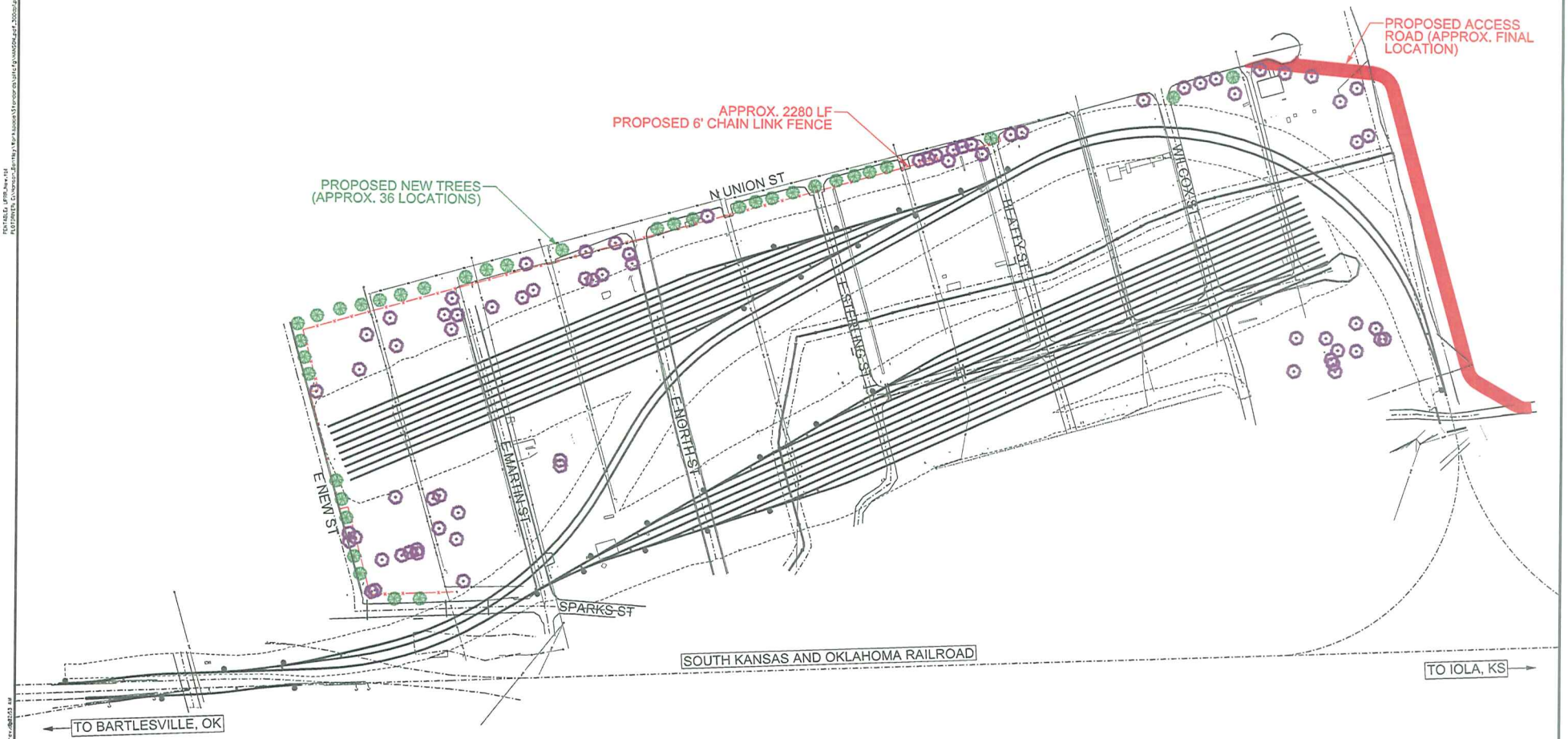
BE IT REMEMBERED that on this 22ND day of March 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stanley Riemann, who are personally known to me to be the same persons who executed the within instrument of writing on behalf of Coffeyville Resources Refining & Marketing, LLC, and such persons duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Jennifer E. Woodward
Notary Public

My commission expires:
01-23-14

JENNIFER E. WOODWARD
NO. 1044645
NOTARY PUBLIC
My Appt. Exp.
JANUARY 23, 2014
STATE OF KANSAS



LEGEND:

- Existing Surveyed Trees
- Existing Track
- Proposed New Trees
- Proposed Chain Link Fence
- Proposed Track
- Proposed Grading Limits

100' 50' 0 100' 200'
GRAPHIC SCALE: 1" = 100'

CVR Energy

HANSON

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REV	DATE	DESCRIPTION	BY	SUB	APP

DESIGNED R. GALVAN
CHECKED .
DRAWN R. GALVAN
APPROVED J. YARBROUGH
FIRM NO. .
PROJECT .
DATE 02/09/2012

CVR ENERGY
COFFEYVILLE, KANSAS
MONTGOMERY COUNTY
EXHIBIT SHOWING
PROPOSED FENCE AND TREES
AT STORAGE YARD

CONTRACT NO. VIC-10R0153
DRAWING NO. SW-1
REVISION
SHEET NO. OF
SCALE AS SHOWN