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

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**FORM 8-K**

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

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Date of Report (Date of earliest event reported): **January 29, 2019**

**CVR REFINING, LP**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35781**  
(Commission File Number)

**37-1702463**  
(IRS Employer  
Identification Number)

**2277 Plaza Drive, Suite 500**  
**Sugar Land, Texas 77479**  
(Address of principal executive offices, including  
zip code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

The information set forth in Item 8.01 of this Current Report on Form 8-K (relating to delisting of the common units of the Partnership (as defined below)) is incorporated by reference into this Item 3.01.

**Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in Item 8.01 of this Current Report on Form 8-K (relating to the rights of holders of common units of the Partnership as of the Purchase Date (as defined below)) is incorporated by reference into this Item 3.03.

**Item 7.01**

On January 29, 2019, the Partnership issued a press release announcing the completion of the Purchase (as defined below). The press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information under this Item 7.01 and in Exhibit 99.1 in this Current Report on Form 8-K is being furnished and shall not be deemed “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. The information under this Item 7.01 and in Exhibit 99.1 in this Current Report on Form 8-K shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended.

**Item 8.01 Other Events.**

On January 29, 2019 (the “Purchase Date”), CVR Energy, Inc., a Delaware corporation (“CVI”), completed its previously announced purchase (the “Call Right Purchase”) of all of the issued and outstanding common units (“Common Units”) representing limited partner interests in CVR Refining, LP, a Delaware limited partnership (the “Partnership”), not already owned by CVR Refining GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the “General Partner”), or the General Partner’s affiliates for a cash purchase price, determined in accordance with the Partnership’s First Amended and Restated Agreement of Limited Partnership, as amended (the “Limited Partnership Agreement”), of \$10.50 per unit (the “Call Price”), or \$240,545,865 in the aggregate. The Call Right Purchase was conducted in accordance with Article XV of the Limited Partnership Agreement.

Also on the Purchase Date, CVI completed its previously announced purchase (the “IEP Purchase”) of all of the Common Units held by American Entertainment Properties Corp. and Icahn Enterprises Holdings L.P. for a cash purchase price per unit equal to the Call Price, or \$60,375,000 in the aggregate (the “IEP Purchase,” and together with the Call Purchase, the “Purchase”).

As of the Purchase Date, all rights of the holders of the Common Units whose Common Units were purchased in the Purchase have been extinguished, except for the right to receive payment of the purchase price. Following completion of the Purchase, CVI, now owns, directly and indirectly, 100 percent of the Common Units and there is no longer a public market for the Common Units. The Partnership has filed a Form 25 with the Securities and Exchange Commission and has voluntarily withdrawn the Common Units from listing on the NYSE and from registration under Section 12(b) of the Exchange Act. The Common Units are no longer listed on the NYSE beginning as of January 29, 2019. Furthermore, the Partnership intends to file with the SEC a Form 15 upon effectiveness of the Form 25 to suspend the reporting obligations of the Partnership under Sections 13(a) and 15(d) of the Exchange Act.

Also on the Purchase Date, CVR Refining, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Partnership (“CVRR LLC”), and Coffeyville Finance Inc., a Delaware corporation and wholly owned subsidiary of the Partnership (together with CVRR LLC, the “Issuers”) entered into the First Supplemental Indenture (the “Supplemental Indenture”), among CVI, the Issuers, the guarantors named therein and Wells Fargo Bank, National Association, as trustee, to the indenture dated as of October 23, 2012, relating to the 6.500% senior notes due 2022 (the “Notes”) of the Issuers (the “Indenture”). Pursuant to the Supplemental Indenture, CVI will

unconditionally guarantee the Issuers' obligations under the Notes and the Indenture. The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the complete text of the Supplemental Indenture, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits:**

Exhibit No.

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|------|---|
| 4.1  | <a href="#"><u>First Supplemental Indenture, dated as of January 29, 2019, among CVR Energy Inc., CVR Refining, LLC, Coffeyville Finance Inc., the guarantors named therein and Wells Fargo Bank, National Association, as trustee.</u></a> |
| 99.1 | <a href="#"><u>CVR Refining, LP Press Release, issued January 29, 2019.</u></a>   |

**SIGNATURES**

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

Date: January 29, 2019

CVR Refining, LP

By: CVR Refining GP, LLC, its general partner

By: /s/ Tracy D. Jackson

Tracy D. Jackson

Executive Vice President and Chief Financial Officer

## FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of January 29, 2019, among CVR Energy, Inc., a Delaware corporation (the "*Guaranteeing Entity*"), CVR Refining, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of the Guaranteeing Entity (the "*Company*"), Coffeyville Finance Inc., a Delaware corporation and a wholly owned subsidiary of the Company (together with the Company, the "*Issuers*"), the other Guarantors (as defined in the Indenture referred to herein), and Wells Fargo Bank, National Association, as trustee under the Indenture referred to below (the "*Trustee*").

## WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the "*Indenture*"), dated as of October 23, 2012, providing for the issuance of 6.500% Second Lien Senior Secured Notes due 2022 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Entity may execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Entity would unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Entity and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
  2. AGREEMENT TO GUARANTEE. The Guaranteeing Entity hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 11 thereof.
  3. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, partner, employee, incorporator, manager or unitholder or other owner of Capital Stock of the Issuers or any Guarantor or any direct or indirect parent of the Company, as such, will have any liability for any obligations of the Issuers or any Guarantor under the Notes, this Indenture, the Notes Documents or the Note Guarantees, or any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.
  4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
  5. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The
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exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.
7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Entity and the Issuers.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

**GUARANTEEING ENTITY:**

**CVR ENERGY, INC.**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**ISSUERS:**

**CVR REFINING, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**COFFEYVILLE FINANCE INC.**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

*Signature Page to Supplemental Indenture*

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**GUARANTORS:**

**COFFEYVILLE RESOURCES, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**COFFEYVILLE RESOURCES CRUDE REFINING & MARKETING, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**COFFEYVILLE RESOURCES PIPELINE, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**COFFEYVILLE RESOURCES TERMINAL, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

*Signature Page to Supplemental Indenture*

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**WYNNEWOOD ENERGY COMPANY, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

**WYNNEWOOD REFINING COMPANY, LLC**

By: /s/ Tracy D. Jackson  
Name: Tracy D. Jackson  
Title: EVP and Chief Financial Officer

*Signature Page to Supplemental Indenture*

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**TRUSTEE:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: /s/ Tina Gonzalez

Name: Tina Gonzalez

Title: Vice President

*Signature Page to Supplemental Indenture*

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**CVR Refining Announces CVR Energy's  
Completion of Purchase of Common Units**

**SUGAR LAND, Texas (Jan. 29, 2019)** — CVR Refining, LP (NYSE: CVRR) (the "Partnership") announced today that CVR Energy, Inc. ("CVR Energy") (NYSE: CVD) has completed its previously announced purchase (the "Call Right Purchase") of all of the issued and outstanding common units ("Common Units") representing limited partner interests in the Partnership not already owned by CVR Refining GP, LLC, the general partner of the Partnership (the "General Partner"), or the General Partner's affiliates for a cash purchase price, determined in accordance with the Partnership's First Amended and Restated Agreement of Limited Partnership, as amended (the "Limited Partnership Agreement"), of \$10.50 per Common Unit (the "Call Price"), or approximately \$241 million in the aggregate. The Call Right Purchase was conducted in accordance with Article XV of the Limited Partnership Agreement.

CVR Energy also has completed its previously announced purchase of all of the Common Units held by American Entertainment Properties Corp. and Icahn Enterprises Holdings L.P. for a cash purchase price per unit equal to the Call Price, or approximately \$60 million in the aggregate (the "IEP Purchase," and together with the Call Purchase, the "Purchase").

As of today, CVR Energy owns, directly and indirectly, 100 percent of the Common Units, and all rights of the holders of the Common Units whose Common Units were purchased in the Purchase have been extinguished, except for the right to receive payment of the purchase price. In addition, the Common Units have ceased to be publicly traded or listed on the NYSE and will not be listed or quoted on any other venue.

**About CVR Refining, LP**

Headquartered in Sugar Land, Texas, CVR Refining, LP is an independent downstream energy limited partnership that owns refining and related logistics assets in the Midcontinent United States. CVR Refining's subsidiaries operate a complex full coking medium-sour crude oil refinery with a capacity of 132,000 barrels per calendar day (bpcd) in Coffeyville, Kansas, and a complex crude oil refinery with a capacity of 74,500 bpcd in Wynnewood, Oklahoma. CVR Refining's subsidiaries also operate and invest in supporting logistics assets, including approximately 570 miles of owned, leased and joint venture pipelines, approximately 130 crude oil transports, a network of strategically located crude oil gathering tank farms, and approximately 6.4 million barrels of owned and leased crude oil storage capacity.

For further information, please contact:

**Investor Contact:**

Jay Finks  
CVR Refining, LP  
(281) 207-3588  
IR@CVRRefining.com

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**Media Relations:**

Brandee Stephens

CVR Refining, LP

(281) 207-3516

MediaRelations@CVRRefining.com

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