

REFINITIV

# DELTA REPORT

## 10-K

CVI - CVR ENERGY INC

10-K - DECEMBER 31, 2024 COMPARED TO 10-K - DECEMBER 31, 2023

The following comparison report has been automatically generated

**TOTAL DELTAS** 7268

CHANGES	460
DELETIONS	3511
ADDITIONS	3297

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# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## Form 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, **2023 2024**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-33492

## CVR Energy, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of  
Incorporation or Organization)



**61-1512186**

(I.R.S. Employer  
Identification No.)

2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479

(Address of principal executive offices) (Zip Code)

281-207-3200

(Registrant's Telephone Number, including Area Code)

### Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, \$0.01 par value per share	CVI	New York Stock Exchange

### Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer

Smaller reporting company  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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

At **June 30, 2023** **June 30, 2024**, the aggregate market value of the voting common stock held by non-affiliates of the registrant was approximately **\$879 million \$906 million** based upon the closing price of its common stock on the New York Stock Exchange Composite tape. As of **February 16, 2024** **February 14, 2025**, there were 100,530,599 shares of the registrant's common stock outstanding.

### Documents Incorporated By Reference

Portions of the registrant's Proxy Statement to be filed pursuant to Regulation 14A pertaining to the **2024 2025** Annual Meeting of Stockholders are incorporated by reference into Part III hereof. The Company intends to file such Proxy Statement no later than 120 days after the end of the fiscal year covered by this Form 10-K.

**TABLE OF CONTENTS**  
**CVR Energy, Inc.**  
**Annual Report on Form 10-K**

**PART**

**I**

Item 1.

Item 1.

Item 1.	Business	8	Item Directors, Executive Officers and Corporate Governance	114	Business	10	Item Directors, Executive Officers and Corporate Governance	127
Item 1A.	Item Risk Factors	25	Item Executive Compensation	114	Item Risk Factors	26	Item Executive Compensation	127
1A.	1A.	11.	11.	1A.	1A.	11.	11.	127
Item 1B.	Item Unresolved Staff Comments	42	Item Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	114	Item Unresolved Staff Comments	46	Item Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	127
1B.	1B.	12.	12.	1B.	1B.	12.	12.	127
Item 1C.	Item Cybersecurity	42	Item Certain Relationships and Related Transactions, and Director Independence	114	Item Cybersecurity	46	Item Certain Relationships and Related Transactions, and Director Independence	127
1C.	1C.	13.	13.	1C.	1C.	13.	13.	127
Item 2.	Item Properties	43	Item Principal Accounting Fees and Services	114	Item Properties	47	Item Principal Accounting Fees and Services	127
2.	2.	14.	14.	2.	2.	14.	14.	127

Item

3.

Item 4.

Item 4.

Item 4.

**PART II**

**PART II**

**PART II**

Item 5.

Item 5.

Item 5.	Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	44	Item Exhibits, Financial Statement Schedules	115	Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	48	Item Exhibits, Financial Statement Schedules	128
Item 6.	Item [Reserved]	44	Item Form 10-K Summary	120	Item [Reserved]	48	Item Form 10-K Summary	133
6.	6.	16.	16.	6.	6.	16.	16.	133

Item 7.	Item Management's Discussion and Analysis of Financial Condition and Results of Operations	45
---------	--	----

Item 7.	Item Management's Discussion and Analysis of Financial Condition and Results of Operations	48
---------	--	----

Item

7A.



Item 8.

Item 8.

Item 8.

Item 9.

Item 9.

Item 9.

Item 9A.

Item 9A.

Item 9B.

Item 9B.

Item 9B.

Item 9C.

Item 9C.

Item 9C.



December 31, 2023 2024 | 1

#### GLOSSARY OF SELECTED TERMS

The following are definitions of certain terms used in this Annual Report on Form 10-K for the year ended December 31, 2023 December 31, 2024 (this "Report").

**2-1-1 crack spread** — The approximate gross margin resulting from processing two barrels of crude oil to produce one barrel of gasoline and one barrel of distillate. The 2-1-1 crack spread is expressed in dollars per barrel and is a proxy for the per barrel margin that a sweet crude oil refinery would earn assuming it produced and sold the benchmark production of gasoline and distillate.

**Ammonia** — Ammonia is a direct application fertilizer and is primarily used as a building block for other nitrogen products for industrial applications and finished fertilizer products.

**Biodiesel** — A renewable fuel that can be manufactured from vegetable oils, animal fats, or recycled restaurant grease for use in diesel vehicles or any equipment that operates on diesel fuel and has physical properties similar to those of petroleum diesel.

**Blendstocks** — Various compounds that are combined with gasoline or diesel from the crude oil refining process to make finished gasoline and diesel fuel; these may include natural gas liquids, ethanol, or reformate, among others.

**Bpd** — Barrels per day.

**Bulk sales** — Volume sales through third-party pipelines, in contrast to tanker truck quantity rack sales.

**Cap at the Rack ("CAR")** — The cost of complying associated with "cap and trade regulations" for greenhouse gas emissions from fuel combustion. This is a component of the wholesale price of gasoline and diesel.

**Capacity** — Capacity is defined as the throughput a process unit is capable of sustaining, either on a calendar or stream day basis. The throughput may be expressed in terms of maximum sustainable, nameplate or economic capacity. The maximum sustainable or nameplate capacities may not be the most economical. The economic

capacity is the throughput that generally provides the greatest economic benefit based on considerations such as crude oil and other feedstock costs, product values, regulatory compliance costs and downstream unit constraints.

**Carbon intensity ("CI")** — A measure of how much carbon dioxide is released to produce a unit of energy.

**Catalyst** — A substance that alters, accelerates, or instigates chemical changes, but is neither produced, consumed nor permanently altered in the process.

**Condensate** — A mixture of light liquid hydrocarbons, similar to a very light crude oil. It is typically separated out of a natural gas stream at the point of production when the temperature and pressure of the gas is dropped to atmospheric conditions.

**Corn belt** — The primary corn producing region of the United States, which Green Markets (a Bloomberg Company) defines as Illinois, Indiana, Iowa, Missouri, Nebraska, and Ohio.

**Crack spread** — A simplified calculation that measures the difference between the price for light products and crude oil.

**Distillates** — Primarily diesel fuel, kerosene and jet fuel.

**Ethanol** — A clear, colorless, flammable oxygenated hydrocarbon. Ethanol is typically produced chemically from ethylene, or biologically from fermentation of various sugars from carbohydrates found in agricultural crops and cellulosic residues from crops or wood. It is used in the United States as a gasoline octane enhancer and oxygenate.

**Feedstocks** — Petroleum products, such as crude oil or fluid catalytic cracking unit gasoline, that are processed and blended into refined products, such as gasoline, diesel fuel, and jet fuel during the refining process.

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December 31, 2024 | 2

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**Group 3** — A geographic subset of the PADD II region comprising refineries in the midcontinent portion of the United States, specifically Oklahoma, Kansas, Missouri, Nebraska, Iowa, Minnesota, North Dakota, and South Dakota.

**LCFS** — The Low Carbon Fuel Standard ("LCFS") is a regulatory framework designed to reduce greenhouse gas emissions from transportation fuels. It sets specific CI targets for fuels including renewable natural gas, electricity, and hydrogen.

**Light crude oil** — A relatively expensive crude oil characterized by low relative density and viscosity. Light crude oils require lower levels of processing to produce high value products such as gasoline and diesel fuel.

**Liquid volume yield** — A calculation of the total liquid volumes produced divided by total throughput.

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December 31, 2023 | 2

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**MMBtu** — One million British thermal units, or Btu: a measure of energy. One Btu of heat is required to raise the temperature of one pound of water one degree Fahrenheit.

**Petroleum coke (pet coke)** — A coal-like substance that is produced during the refining process.

**Product pricing at gate** — Product pricing at gate represents net sales less freight revenue divided by product sales volume in tons. Product pricing at gate is also referred to as netback.

**Rack sales** — Sales which are made at terminals into third-party tanker trucks or railcars.

**RIN** — A 38-character number assigned to each physical gallon of renewable fuel produced or imported used for compliance with the Renewable Fuel Standard of the Clean Air Act.

**RBOB** — Reformulated blendstocks for oxygenate blending.

**Renewable diesel** — An advanced biofuel that is made from the same renewable resources as biodiesel but using a process that involves heat, pressure and hydrogen to create a cleaner fuel that's chemically identical to petroleum diesel.

**Refined products** — Petroleum products, such as gasoline, diesel fuel, and jet fuel, that are produced by a refinery.

**Sour crude oil** — A crude oil that is relatively high in sulfur content, requiring additional processing to remove the sulfur. Sour crude oil is typically less expensive than sweet crude oil.

**Southern Plains** — The southern portion of the Great Plains, which Green Markets ([a Bloomberg Company](#)) defines as Colorado, Kansas, New Mexico, Oklahoma, and Texas.

**Spot market** — A market in which commodities are bought and sold for cash and delivered immediately.

**Sweet crude oil** — A crude oil that is relatively low in sulfur content, requiring less processing to remove the sulfur. Sweet crude oil is typically more expensive than sour crude oil.

**Throughput** — The quantity of crude oil and other feedstocks processed at a refinery measured in barrels per day.

**Turnaround** — A periodically performed standard procedure to inspect, refurbish, repair, and maintain the refinery or nitrogen fertilizer plant assets. This process involves the shutdown and inspection of major processing units and occurs every four to five years for the refineries and generally every three years for the nitrogen fertilizer facilities. A turnaround will typically extend the operating life of a facility and return performance to desired operating levels.

**UAN** — An aqueous solution of urea and ammonium nitrate used as a fertilizer.

**ULSD** — Ultra low sulfur diesel.

**Utilization** — Measurement of the annual production of UAN and ammonia expressed as a percentage of each facilities' nameplate production capacity.

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December 31, 2024 | 3

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**Vegetable oil** — An oil extracted from plants, such as canola, corn, and soybean, that can be processed into renewable fuels, including diesel, jet, naphtha, and other fuels.

**WCS** — Western Canadian Select crude oil, a medium to heavy, sour crude oil, characterized by an American Petroleum Institute gravity ("API gravity") of between 20 and 22 degrees and a sulfur content of approximately 3.3 weight percent.

**WTI** — West Texas Intermediate crude oil, a light, sweet crude oil, characterized by an API gravity between 39 and 41 degrees and a sulfur content of approximately 0.4 weight percent that is used as a benchmark for other crude oils.

**WTL** — West Texas Light crude oil, a light, sweet crude oil, characterized by an API gravity between 44 and 50 degrees and a sulfur content of approximately 0.4 weight percent that is used as a benchmark for other crude oils with a slightly heavier grade than WTI.

**Yield** — The percentage of refined products that is produced from crude oil and other feedstocks.

### Important Information Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including, but not limited to, those under Part I, Item 1. Business, 1. "Business", Part I, Item 1A. Risk Factors, 1A, "Risk Factors", and Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control. All statements other than statements of historical fact, including without limitation, statements regarding future operations, financial position, estimated revenues and losses, growth, capital projects, stock or unit repurchases, impacts of legal proceedings, projected costs, prospects, plans and objectives of management are forward-looking statements. The words "could", "believe", "anticipate", "intend", "estimate", "expect", "may", "continue", "predict", "potential", "project", and similar terms and phrases are intended to identify forward-looking statements.

Although we believe our assumptions concerning future events are reasonable, a number of risks, uncertainties, and other factors could cause actual results and trends to differ materially from those projected or forward-looking. Forward-looking statements, as well as certain risks, contingencies or uncertainties that may impact our forward-looking statements, include, but are not limited to, the following:

- volatile margins in the refining industry and exposure to the risks associated with volatile crude oil, refined product and feedstock prices;
- the availability of adequate cash and other sources of liquidity for the capital, operating and other needs of our businesses;
- the effects of the Russia-Ukraine war and Israel-Hamas the conflict in the Middle East and any spread or expansion thereof, including with respect to impacts to commodity prices and other markets;
- the effects of changes in market conditions and conditions; market volatility, volatility; crude oil and other commodity prices, prices; demand for those commodities, storage and transportation capacities including and costs, inflation, and the impact of such changes on our operating results and financial condition;
- the ability to forecast our future financial condition, results of operations, revenues and expenses; expenses accurately or at all;
- the effects of transactions involving derivative instruments;
- changes in laws, regulations, rules and policies with respect to crude oil, refined products, other hydrocarbons or renewable feedstocks or products including, without limitation, the export, production, sale or transportation thereof and the actions of the Biden Administration current administration or future administrations that impact oil and gas operations in the United States;
- political uncertainty and impacts to the oil and gas industry and the United States economy generally as a result of actions taken by the current administration, including the imposition of tariffs and changes in climate or other energy laws, rules, regulations, or policies;
- interruption in pipelines supplying feedstocks or distributing the petroleum business' products;
- competition in the petroleum and nitrogen fertilizer businesses, including potential impacts of domestic and global supply and demand and/or domestic or international duties, tariffs, or similar costs;
- capital expenditures;
- changes in our or our segments' credit profiles; profiles and impacts thereof on cash needs or otherwise;
- the cyclical and seasonal nature of the petroleum and nitrogen fertilizer businesses;
- the supply, availability and price levels of essential raw materials and feedstocks; feedstocks and the effects of inflation thereupon;
- our production levels, including the risk of a material decline in those levels;
- accidents or other unscheduled shutdowns or interruptions affecting our facilities, machinery, people, or equipment, or those of our suppliers or customers;
- existing and future laws, regulations, policies, or rulings, including the reinterpretation or amplification thereof by regulators, and including but not limited to those relating to the environment, climate change, alternative energy or fuel sources, including electric vehicles, ("EVs"), emissions, including tailpipe emission standards that could impact the future viability of internal combustion engines, renewables, safety, security and/or the transportation, storage, or production of hazardous chemicals, materials or substances, like ammonia, including potential liabilities or capital requirements arising from such laws, regulations, policies, or rulings; rulings and the impacts thereof on macroeconomic factors, consumer activity or otherwise;
- erosion of demand for our products due to, or other impacts of, climate change and Environmental, Social and Governance ("ESG") initiatives or other factors, whether from regulators, rating agencies, lenders, investors, litigants, customers, vendors, the public or others;

- potential operating hazards, downtime, and damage to our or our counterparties' facilities and other assets from accidents, fire, fires, severe weather, tornadoes, floods, wildfires, or other natural disasters;
- the impact of weather on commodity supply and/or pricing and on the nitrogen fertilizer business including our ability to produce, market or sell fertilizer products profitability or at all;
- rulings, judgments or settlements in litigation, tax or other legal or regulatory matters;
- the dependence of the nitrogen fertilizer business on customers and distributors including to transport goods and equipment and providers of feedstocks;
- the reliance on, or the ability to procure economically or at all, petroleum coke ("pet coke") that our nitrogen fertilizer business purchases from our subsidiaries and third-party suppliers or the natural gas, electricity, oxygen, nitrogen, sulfur processing and compressed dry air and other products purchased from third parties by the nitrogen fertilizer and petroleum businesses;
- businesses and the facility operating risks associated with these third party operation of or control over important facilities necessary for operation of our refineries and nitrogen fertilizer facilities; parties;
- risks of terrorism, cybersecurity attacks, and the security of chemical manufacturing facilities and other matters beyond our control;
- our lack of diversification of assets or operating and supply areas;
- the petroleum business' and nitrogen fertilizer business' dependence on significant customers and the creditworthiness and performance by counterparties;
- the potential loss of the nitrogen fertilizer business' transportation cost advantage over its competitors;

December 31, 2023 | 4

- the potential inability to successfully implement our business strategies at all or on time and within our anticipated budgets, including significant capital programs or projects, turnarounds or renewable or carbon reduction initiatives at our refineries and fertilizer facilities, including pretreater, carbon sequestration, segregation of our renewables business and other projects;
- our ability to continue to license the technology used for our operations;
- our petroleum business' purchase of, or ability to purchase, renewable identification numbers ("RINs") on a timely and cost effective basis or at all;
- the impact of refined product demand and declining inventories on refined product prices and crack spreads;
- Organization of Petroleum Exporting Countries' and its allies' ("OPEC+") production levels and pricing;
- the impact of RINs pricing, our blending and purchasing activities and governmental actions, including by the U.S. Environmental Protection Agency (the "EPA") on our RIN obligation, open RINs positions, small refinery exemptions, and our estimated consolidated cost to comply with our Renewable Fuel Standard ("RFS") obligations;
- our accounting policies and treatment, including of our RFS obligations;
- operational upsets or changes in laws that could impact the amount and receipt of credits (if any) under Section 45Q of the Internal Revenue Code of 1986, as amended; amended, or any similar law, rule, or regulation;
- our ability to meet certain carbon oxide capture and sequestration milestones;
- our businesses' ability to obtain, retain or renew environmental and other governmental permits, licenses or authorizations necessary for the operation of its business;
- impact of potential runoff of water containing nitrogen based fertilizer into waterways and regulatory or legal actions in response thereto;
- our ability to issue securities, or obtain financing at or sell assets on terms favorable rates to us or at all;
- bank failures or other events affecting financial institutions;
- existing and future regulations related to the end-use of our products or the application of fertilizers;
- refinery and nitrogen fertilizer facilities' operating hazards and interruptions, including unscheduled maintenance or downtime and the availability of adequate insurance coverage;
- risks related to services provided by or competition among our subsidiaries, including conflicts of interests and control of CVR Partners, LP's general partner, and control of CVR Energy, Inc. by its controlling shareholder;
- risks related to potential strategic transactions involving CVR Energy, Inc. including, but not limited to, those in which its controlling shareholder or others may participate or direct (including by providing financing to CVR Energy, Inc. or otherwise) and potential strategic transactions involving CVR Partners, LP in which CVR Energy, Inc. or its controlling shareholder or others may participate, including in each case the process of exploring any such transaction and potentially completing any such transaction, including the costs thereof and the risk that any such transaction may not achieve any or all of any anticipated benefits or be completed at all;
- instability and volatility in the capital and credit markets;
- risks related to a potential spin-off of our nitrogen fertilizer segment or potential future reconsideration thereof;
- restrictions in our debt agreements;
- our ability to refinance our debt on acceptable terms or at all;
- asset impairments and impacts thereof;
- the outcome of any legal proceedings involving or investigations of our controlling shareholder or his affiliates;

- our controlling shareholder's intentions regarding ownership of our common stock, including any acquisitions, dispositions or transactions relating to our common stock;
- the impact of any future pandemic or breakout of infectious disease, and of businesses' and governments' responses to such pandemic on our operations, personnel, commercial activity, and supply and demand across our and our customers' and suppliers' business;
- the variable nature of CVR Partners, LP's distributions, including the ability of its general partner to modify or revoke its distribution policy, or to cease making cash distributions on its common units;
- changes in tax and other laws, regulations and policies, including, without limitation, actions of the Biden Administration past, current or future administrations that impact conventional fuel operations or favor renewable energy projects in the U.S. United States;
- changes in CVR Partners, LP's treatment as a partnership for U.S. federal income or state tax purposes;
- our ability to procure or recover under our insurance policies for damages or losses in full or at all;
- labor supply shortages, labor difficulties, labor disputes or strikes and the impacts thereof; strikes; and
- impacts of any decision to return a unit back to hydrocarbon processing following renewable conversion.

All forward-looking statements contained in this Report only speak as of the date of this Report. We undertake no obligation to publicly update or revise any forward looking forward-looking statements to reflect events or circumstances that occur after the date of this Report, or to reflect the occurrence of unanticipated events, except to the extent required by law.

#### Information About Us

Investors should note that we make available, free of charge on our website at [www.CVREnergy.com](http://www.CVREnergy.com), our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission (the "SEC"). We also post announcements, updates, events, investor information and presentations on our website in addition to copies of all recent news releases. We may use the Investor Relations section of our website to communicate with investors. It is possible that the financial and other information posted there could be deemed to be material information. Documents and information on our website are not incorporated by reference herein.

The SEC maintains a website at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the SEC.

#### Risk Factors Summary

*This summary of risks below is intended to provide an overview of the risks we face and should not be considered a substitute for the more fulsome risk factors discussed in this Annual Report on Form 10-K.*

##### Risks Related to Our Entire Business

- Our businesses are, and commodity prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows.
- Certain developments in the global oil markets have had, and may continue to have, material adverse impacts on the Company or its customers, suppliers, and other counterparties.
- Our petroleum and nitrogen fertilizer businesses are, and commodity prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows.
- Petroleum and nitrogen fertilizer businesses face intense competition.
- Our businesses operations are geographically concentrated, creating exposure to regional economic downturns and seasonal variations for us or our customers, which may affect our production levels, transportation costs, and inventory and working capital levels.
- Both the Petroleum and Nitrogen Fertilizer Segments Our segments depend on significant customers, the loss of which may have a material adverse impact on our results of operations, financial condition and cash flows.

- Any previous or future pandemic Public health crises have had, and may impact continue to have, adverse impacts on our business, financial condition, liquidity or results of operations.
- If licensed technology were no longer available or able to be licensed economically or at all, our business may be adversely affected.
- Compliance with and changes in environmental laws, rules, and regulations, including those related to climate change and the ongoing "energy transition", may adversely affect our business.
- Unplanned or emergency partial or total plant shutdowns of our facilities could cause property damage and a material decline in production which that may not be fully insured, which may have a material adverse effect on our business.
- We could incur significant costs in cleaning up contamination at or associated with our facilities.
- Regulations concerning the transportation, storage, and handling of hazardous materials could result in higher operating costs.
- Acts of terror or sabotage, threats of war, armed conflict or war or trade wars may have an adverse impact on our business.
- Adverse weather conditions or other unforeseen developments may negatively affect our business.
- If our access to transportation on which we rely for the supply of our feedstocks and the distribution of our products is interrupted, our inventory and costs may increase and we may be unable to distribute our products efficiently or at all.
- Any interruption in the supply of, or failure of third parties to supply us with, feedstocks to operate our business.
- We may be unable to obtain or renew permits or approvals necessary for our operations.
- Failure to comply with laws and regulations regarding employee and process safety could adversely affect our business.
- Our business may suffer due to a skilled labor shortage or the departure of any of our key employees.
- A portion of our workforce is unionized, and we are subject to the risk of labor disputes, shutdowns or strikes.
- We are subject to cybersecurity risks and may experience cyber incidents resulting in disruption or harm to our businesses.
- Changes in privacy, cybersecurity and data protection laws could result in harm to our business.
- An increase in inflation could have adverse effects on our results of operations.

#### **Risks Related to the Petroleum Segment and Renewables Segments**

- If our Petroleum Segment loses the benefit of a crude oil supply agreement or is unable to gather crude oil in the regions in which we operate, our exposure to the risks associated with volatile crude oil prices may increase, crude oil transportation costs could increase and our liquidity may be reduced.
- Compliance with the Renewable Fuel Standard RFS could have a material adverse effect on our business.
- Changes in our credit profile could have a material adverse effect on our business.
- The Petroleum Segment's commodity derivative strategy and contracts may involve certain risks.
- If we are unable to complete capital projects at their expected costs, in a timely manner or at all, or if the market conditions assumed in project economics deteriorate, our business could be adversely affected.
- Investor and market sentiment related to Environmental, Social and Governance ESG matters could adversely affect our business.
- Our Renewables Segment is highly dependent on government credits, resulting in uncertainty and volatility.

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December 31, 2024 | 8

- Tariffs and bans on renewable feedstocks could result in supply restriction and feedstock pricing volatility.
- Our renewables customer base is dependent on some environmental credits only available in certain states, thereby limiting our customer pool.
- Potential Renewables Projects at the Refineries could impact the operations and/or profitability of our Renewables Segment.

#### **Risks Related to the Nitrogen Fertilizer Segment**

- Any decline in U.S. agricultural production or limitations on the use of nitrogen fertilizer for agricultural purposes could have a material adverse effect on sales, and on our results of operations, financial condition and cash flows.

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December 31, 2023 | 6

- Failure to secure an adequate supply of pet coke for our Nitrogen Fertilizer Coffeyville plant could negatively impact our business.
- The market for natural gas has been volatile, and fluctuations in natural gas prices could affect our competitive position.
- Any interruption Our nitrogen fertilizer business depends in the natural gas supply to our East Dubuque Fertilizer Facility could have a material adverse effect on our business.
- Our operations are dependent large part on third-party suppliers, which could have a material adverse effect on our business.
- Any liability for accidents involving ammonia or other products we produce or transport causing severe damage to property or injury to the environment and human health could have a material adverse effect on our business.

#### **Risks Related to Our Capital Structure**

- Instability and volatility in the capital, credit, and commodity markets could negatively impact our business.
- Our indebtedness may increase and have a material adverse effect on our business.
- Covenants in our debt agreements could limit our ability to run our business.
- We may not be able to generate sufficient cash to service existing indebtedness.
- We are authorized to issue up to a total of 350 million shares of our common stock and 50 million shares of preferred stock, potentially diluting equity ownership of current holders and the share price of our common stock.
- An increase in interest rates will cause our debt service obligations to increase.

#### **Risks Related to Our Corporate Structure**

- The Company's reorganization of its entities and assets could trigger increased costs, complexity and risks.
- We are a holding company and depend upon our subsidiaries for our cash flow.
- Mr. Carl C. Icahn's Icahn exerts significant influence over the Company, and his interests or those of Icahn Enterprises L.P. and its affiliates may conflict with the interests of the Company's other stockholders.
- Our stock price may decline due to sales of shares by Mr. Carl C. Icahn.
- We are a "controlled company" within the meaning of the NYSE rules and, as a result, qualify for, and are relying on, exemptions from certain corporate governance requirements.
- We have various mechanisms in place to discourage takeover attempts, which may reduce or eliminate our stockholders' ability to sell their shares for a premium in a change of control transaction.
- Compliance with and changes in the tax laws could adversely affect our performance.

#### **Risks Related to Our Ownership in CVR Partners**

- If CVR Partners were to be treated as a corporation for U.S. federal income tax purposes or if it becomes subject to entity-level taxation for state tax purposes, the value of the common units held by us could be substantially reduced.
- We may have liability to repay distributions that are wrongfully distributed to us.
- The general partner of CVR Partners owes a duty of good faith to public unitholders, which could cause them to manage their respective businesses differently than if there were no public unitholders.
- CVR Partners is managed by the executive officers of its general partner, who are employed by and also serve as part of the senior management team of the Company. Conflicts of interest could arise as a result of this arrangement.

#### **General Risks Related to CVR Energy**

- The acquisition, expansion and investment strategy of our businesses involves significant risks.
- We are subject to the risk of becoming an investment company.
- Internally generated cash flows and other sources of liquidity may not be adequate for the capital needs of our businesses.
- Our ability to pay dividends on our common stock is subject to market conditions and numerous other factors.

December 31, 2023 | 79

## PART I

Part I should be read in conjunction with "Management's Discussion and Analysis" Analysis of Financial Condition and Results of Operations" in Part II, Item 7, and our consolidated financial statements and related notes thereto in Part II, Item 8 of this Report.

## Item 1. Business

### Overview

CVR Energy, Inc. is a diversified holding company, formed in September 2006, primarily engaged in the petroleum refining and marketing industry, (the "Petroleum Segment") the renewable fuels industry, and the nitrogen fertilizer manufacturing industry through its interest in CVR Partners, LP, a publicly traded limited partnership (the "Nitrogen Fertilizer Segment" or "CVR ("CVR Partners"). The Petroleum Segment refines and markets high value transportation fuels primarily in the form of gasoline and diesel fuels. CVR Partners produces and markets nitrogen fertilizers primarily in the form of urea ammonium nitrate ("UAN") and ammonia. CVR Energy also produces and markets renewable diesel. Our renewable diesel operations are not allocated or aggregated to our reportable segments, but are reflected in our consolidated results of operations. As used in this Annual Report on Form 10-K, the terms "CVR Energy", the "Company", "we", "us", or "our" generally include the Company's subsidiaries, including CVR Partners and its subsidiaries, as consolidated subsidiaries of the Company, unless otherwise noted or implied.

Effective with this Report and due to the prominence of the renewables business relative to the Company's overall 2024 performance, the Company has revised its reportable segments to reflect a new reportable segment – Renewables. The Renewables Segment includes the operations of the renewable diesel unit and renewable feedstock pretreater at the refinery located in Wynnewood, Oklahoma. Results of the Renewables Segment were not previously allocated or aggregated to our reportable segments, but were reflected in our consolidated results of operations.

As a result, as of December 31, 2024, we had three reportable segments as follows:

- *Petroleum Segment* includes the refining and marketing of high value transportation fuels which consist of gasoline, diesel, jet fuel, and distillates. The Petroleum Segment also includes activities related to crude gathering and logistics that support the refinery operations.
- *Renewables Segment* includes the refining of renewable feedstocks, such as soybean oil, corn oil, and other renewable feedstocks, into renewable diesel and marketing of renewables products.
- *Nitrogen Fertilizer Segment* includes the production and distribution of nitrogen fertilizer products, primarily in the form of ammonia and urea ammonium nitrate ("UAN"), for the farming industry.

Refer to "Petroleum", "Renewables", and "Nitrogen Fertilizer" below and Part II, Item 8, Note 15 ("Business Segments") for further details on our two reportable segments.

Our common stock is listed on the New York Stock Exchange ("NYSE") under the symbol "CVI", and CVR Partners' common units are listed on the NYSE under the symbol "UAN".

As of December 31, 2023 December 31, 2024, Icahn Enterprises L.P. and its affiliates, ("IEP" including Mr. Carl C. Icahn (collectively, "IEP"), owned approximately 66% of our outstanding common stock. As of December 31, 2023 December 31, 2024, CVR Energy owned the general partner and approximately 37% of the outstanding common units representing limited partner interests in CVR Partners, with Partners; public common unitholders and IEP held the public owning remaining approximately 61% and 2% of the remaining outstanding common units of CVR Partners, Partners, respectively. On January 8, 2025, IEP acquired via cash tender offer a total of 878,212 additional shares at a price of \$18.25 per share, increasing its ownership percentage of CVR Energy's outstanding common stock to approximately 67%.

### Our History

The following graphic depicts the Company's history and key events that have occurred since the Company's formation.



### Company Transformation

Since 2022, the Company has advanced its renewables initiatives. In April 2022, we completed a project at our Wynnewood Refinery by converting the refinery's hydrocracker to a renewable diesel unit ("RDU") capable of producing approximately 100 million gallons of renewable diesel per year at a total cost of \$179 million. The renewable diesel facility has a name plate capacity of 7,500 bpd; it is also capable of being returned to hydrocarbon service primarily through a catalyst change. In November 2021, CVR Energy's board of directors (the "Board") approved the renewable feedstock pretreater project at the Wynnewood Refinery, which was mechanically completed in the fourth quarter of 2023 at a cost of \$94 million, but is not currently in service. Throughout 2022, the Company also advanced its renewables focus with its effort to transform its business to segregate its renewable business, and in February 2023, completed this effort, which included the formation of new CVR Energy indirect subsidiaries, the transfer of certain assets to such new subsidiaries, and execution of new intercompany agreements, among other actions.

In connection with our renewables business, we face competition from renewable fuel producers and other refiners that have been offering or might offer products with lower emissions. In connection with the sourcing of our renewable feedstocks, we face not only competition from consumers in the energy sector, such as renewable fuel producers, but also from non-energy related consumers, such as food producers. This increased competition from non-traditional food producers creates a unique

dynamic of competing priorities for food versus fuel. Our renewables business is also highly dependent upon government subsidies, including tax and carbon credits. Our renewable diesel operations are not part of our reportable segments discussed below.

#### Petroleum

Our Petroleum Segment is composed of the assets and operations of two refineries located in Coffeyville, Kansas and Wynnewood, Oklahoma and supporting crude gathering and logistics assets in the region.

#### Facilities

**Coffeyville Refinery** - We Various of our subsidiaries own or operate, as applicable, a complex full coking, medium-sour crude oil refinery in southeast Kansas, approximately 100 miles from Cushing, Oklahoma ("Cushing") with a name plate crude oil capacity of 132,000 bpd (the "Coffeyville Refinery"). The major operations of the Coffeyville Refinery include fractionation, catalytic cracking, hydrotreating, reforming, coking, isomerization, alkylation, sulfur recovery, and propane and butane recovery operating units. The Coffeyville Refinery benefits from significant refining unit redundancies, which include two crude oil distillation units, two vacuum towers, two sulfur recovery units, and five hydrotreating units. These redundancies allow the Coffeyville Refinery to continue to receive and process crude oil even if one tower requires maintenance without having to shut down the entire refinery.

#### Coffeyville Refinery Throughput

#### Coffeyville Refinery Production



**Wynnewood Refinery** - We Various of our subsidiaries own or operate, as applicable, a complex crude oil refinery in Wynnewood, Oklahoma, approximately 65 miles south of Oklahoma City, Oklahoma and approximately 130 miles from Cushing. Cushing (the "Wynnewood Refinery" and together with the Coffeyville Refinery, the "Refineries"). The Wynnewood Refinery has a name plate crude oil capacity of 74,500 bpd capable of processing 20,000 bpd of light sour crude oil (the "Wynnewood Refinery" and together with the Coffeyville Refinery, the "Refineries") with major operations including fractionation, fluid catalytic cracking, hydrotreating, reforming, alkylation, sulfur recovery, and propane and butane recovery. Similar to the Coffeyville Refinery, the Wynnewood

December 31, 2024 | 11

Refinery benefits from unit redundancies, including two crude oil distillation units and two vacuum towers as well as four hydrotreating units.

#### Wynnewood Refinery Throughput

#### Wynnewood Refinery Production



#### Throughput by Refinery Supply

(in bpd)	Year Ended December 31, 2023		
	Coffeyville	Wynnewood	Total
Total crude throughput	123,024	68,240	191,264
All other feedstock and blendstock	13,490	3,465	16,955
<b>Total throughput</b>	<b>136,514</b>	<b>71,705</b>	<b>208,219</b>

(in bpd)	Year Ended December 31, 2022		
	Coffeyville	Wynnewood	Total

Total crude throughput	127,626	62,981	190,607
All other feedstock and blendstock	11,556	3,125	14,681
<b>Total throughput</b>	<b>139,182</b>	<b>66,106</b>	<b>205,288</b>



#### Production by Refinery

(in bpd)	Year Ended December 31, 2023		
	Coffeyville	Wynnewood	Total
Gasoline	69,847	38,843	108,690
Diesel fuels	57,888	24,978	82,866
Other refined products	8,511	6,892	15,403
<b>Total production</b>	<b>136,246</b>	<b>70,713</b>	<b>206,959</b>

December 31, 2023 2024 | 912

(in bpd)	Year Ended December 31, 2022		
	Coffeyville	Wynnewood	Total
Gasoline	72,478	35,027	107,505
Diesel fuels	58,104	23,690	81,794
Other refined products	9,489	5,723	15,212
<b>Total production</b>	<b>140,071</b>	<b>64,440</b>	<b>204,511</b>

#### Supply



The Coffeyville Refinery has the capability to process a variety of crude oils ranging from heavy sour to light sweet crude oil. Currently, the Coffeyville Refinery crude oil slate consists of a blend of mid-continent domestic grades and various Canadian medium and heavy sour and other similarly sourced crudes. Other blendstocks and intermediates include ethanol, biodiesel, normal butane, natural gasoline, alkylation feeds, naphtha, gas oil, and vacuum tower bottoms. The Wynnewood Refinery has the capability to process a variety of crude oils ranging from medium sour to light sweet crude oil. Isobutane, gasoline components, and normal butane blendstocks are also typically used.

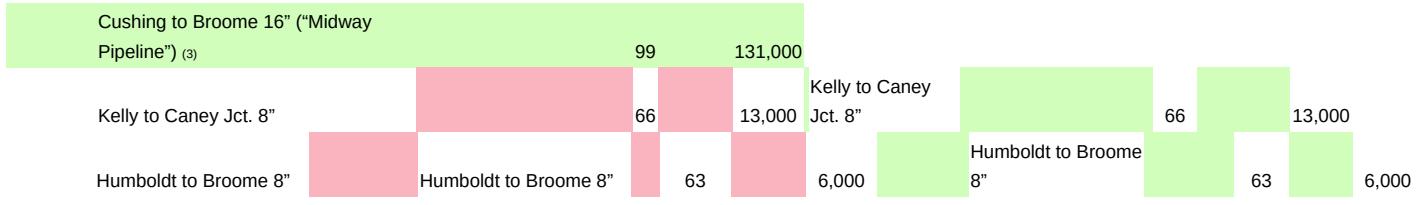
December 31, 2023 | 10

In addition to the use of third-party pipelines, we have an extensive gathering system consisting of logistics assets that are owned, leased, or part of a joint venture operation. These assets include the following:

Pipeline Segment	Pipeline Segment	As of December 31, 2023		As of December 31, 2024	
		Length (miles)	Capacity (bpd)	Length (miles)	Capacity (bpd)
Joint Ventures:					

Joint  
Ventures:

Midway Pipeline LLC ("Midway JV") <sup>(1)</sup>							
Midway Pipeline LLC ("Midway JV") <sup>(1)</sup>							
Midway Pipeline LLC ("Midway JV") <sup>(1)</sup>		99	131,000				
Enable South Central Pipeline ("Enable JV") <sup>(1)</sup>							
Enable South Central Pipeline ("Enable JV") <sup>(1)</sup>							
Enable South Central Pipeline ("Enable JV") <sup>(1)</sup>	26	80,000	26	80,000			
Owned Pipelines:							
East Tank Farm to Refinery 16" <sup>(2)</sup>							
East Tank Farm to Refinery 16" <sup>(2)</sup>							
East Tank Farm to Refinery 16" <sup>(2)</sup>	2	156,000	2	156,000			
Broome to East Tank Farm 16" <sup>(2)</sup>	Broome to East Tank Farm 16" <sup>(2)</sup>	19	168,000	Broome to East Tank Farm 16" <sup>(2)</sup>	19	168,000	
Broome to East Tank Farm 12" <sup>(2)</sup>	Broome to East Tank Farm 12" <sup>(2)</sup>	19	28,000	Broome to East Tank Farm 12" <sup>(2)</sup>	19	28,000	
Enable to Cushing 8" & 10" (Red River)	Enable to Cushing 8" & 10" (Red River)	108	41,000	Enable to Cushing 8" & 10" (Red River)	108	41,000	
Maysville to Springer 8" (Red River)	Maysville to Springer 8" (Red River)	45	17,000	Maysville to Springer 8" (Red River)	45	17,000	
Springer to Cushing 6" & 8"	Springer to Cushing 6" & 8"	125	23,000	Springer to Cushing 6" & 8"	125	23,000	
Hoosier to Broome 8"	Hoosier to Broome 8"	43	12,000	Hoosier to Broome 8"	43	12,000	
Brothers to Hoosier 8"	Brothers to Hoosier 8"	20	7,000	Brothers to Hoosier 8"	20	7,000	
CapturePoint to Shidler 6"	CapturePoint to Shidler 6"	3	16,000	CapturePoint to Shidler 6"	3	16,000	
Madill to Springer 6"	Madill to Springer 6"	32	18,000	Madill to Springer 6"	32	18,000	
Maysville to Cushing 6" & 8"	Maysville to Cushing 6" & 8"	124	12,000	Maysville to Cushing 6" & 8"	124	12,000	
Velma to Maysville 6" & 8"	Velma to Maysville 6" & 8"	29	13,000	Velma to Maysville 6" & 8"	29	13,000	
Plainville to Natoma 6"	Plainville to Natoma 6"	11	7,000	Plainville to Natoma 6"	11	7,000	
Shidler to Hoosier 4"	Shidler to Hoosier 4"	23	7,000	Shidler to Hoosier 4"	23	7,000	
Phillipsburg to Plainville 6"	Phillipsburg to Plainville 6"	36	8,000	Phillipsburg to Plainville 6"	36	8,000	
Enville to Wynnewood 4" & 6"	Enville to Wynnewood 4" & 6"	74	6,000	Enville to Wynnewood 4" & 6"	74	6,000	
Leased Pipelines:							
Leased Pipelines:							
Leased Pipelines:							
Kelly to Caney Jct. 8"							
Kelly to Caney Jct. 8"							
Cushing to Broome 16" ("Midway Pipeline") <sup>(3)</sup>							
Cushing to Broome 16" ("Midway Pipeline") <sup>(3)</sup>							



- (1) Through our subsidiaries, we own a 50% interest in the Midway JV and a 40% interest in the Enable JV. While we have the ability to exercise influence through our participation on the board of directors of each of the Midway JV and the Enable JV, we do not serve as the day-to-day operator. We have determined that these entities this entity should not be consolidated and are accounted for under the equity method. Refer to Part II, Item 8, Note 5 ("Equity Method Investments") of this Report for further discussion of these investments. discussion.
- (2) In support of our Coffeyville Refinery, we operate a tank storage facility in close proximity to the Coffeyville Refinery (the "East Tank Farm").
- (3) On December 23, 2024, a subsidiary of the Company sold the 50% limited liability company interest (the "Membership Interests") it owned in Midway Pipeline LLC ("Midway") to Plains Pipeline, L.P. ("Plains") pursuant to an Assignment and Assumption of Units in exchange for cash consideration of approximately \$90 million. Midway operates a crude oil pipeline that connects the Broome Station facility to Cushing, Oklahoma (the "Midway Pipeline"). Refer to Part II, Item 8, Note 5 ("Equity Method Investments") and Note 6 ("Leases") for further details.

For the acquisition of crude oil within close proximity of the Refineries, we operate a fleet of 124 116 trucks as of December 31, 2023 December 31, 2024 and have contracts with third-party trucking fleets to acquire and deliver crude oil to our pipeline systems

December 31, 2024 | 13

or directly to the Refineries for consumption or resale, consumption. For the year ended December 31, 2023 December 31, 2024, the gathering system, which includes the pipelines outlined above and our trucking operations, supplied approximately 63% 71% and 97% 98% of the Coffeyville and Wynnewood Refineries' crude oil demand, respectively. Regionally sourced crude oils delivered to the Refineries usually have a transportation cost advantage compared to other domestic or international crudes given the Refineries' proximity to the producing areas. However, sometimes slightly heavier and more sour crude oils may offer improved economics to the Refineries, notwithstanding the higher transportation costs. The regionally-sourced crude oils we purchase are light and sweet enough to allow the Refineries to blend higher percentages of lower cost crude oils, such as heavy Canadian sour, to optimize economics within operational constraints.

Crude oils sourced outside of our gathering system are delivered to Cushing by various third-party pipelines, including the Keystone and Spearhead pipelines, on which we can be subject to proration, and subsequently to the Broome Station facility via the Midway JV pipeline. Pipeline. From the Broome Station facility, crude oil is delivered to the Coffeyville Refinery via the Petroleum

December 31, 2023 | 11

Segment's 170,000 bpd pipeline system. Crude oils are delivered to the Wynnewood Refinery through third-party and joint venture pipelines and received into storage tanks at terminals located within or near the refinery. We also lease tank storage totaling 2.2 million barrels, including 2.0 million barrels at Cushing.

In February 2021, we acquired pipelines from Blueknight Energy Partners, LP (the "BKEP / CRCT Pipeline System"), which complemented the Petroleum Segment's existing refineries and pipeline systems. The BKEP / CRCT Pipeline System is based in the Wynnewood area and consists of gathering pipelines, which provide the ability to deliver local crude oil to the Wynnewood Refinery. In addition to the gathering capability, the BKEP / CRCT Pipeline System also provides the optionality to deliver and/or receive crude oil from Cushing on two separate lines.

The Coffeyville Refinery is connected to the mid-continent natural gas liquid commercial hub at Conway, Kansas by the inbound Enterprise Pipeline Blue Line, through which natural gas liquid blendstocks, such as butanes and natural gasoline, are sourced and delivered directly into the refinery. In addition, the Coffeyville Refinery's proximity to Conway, Kansas provides access to natural gas liquid and liquid petroleum gas fractionation and storage capabilities.

Through the crude oil and other feedstock supply operations outlined above, and the associated markets available to us, we are able to source and refine crude oils from different locations and of different compositions when it is economically advantageous for us to do so. The tables below present the total crude throughput by refinery for the years ended December 31, 2023 and 2022:

(in bpd)	Year Ended December 31, 2023					
	Coffeyville		Wynnewood		Total	
Regional Crude	62,859	50 %	50,900	75 %	113,759	59 %
WTI	27,283	22 %	—	— %	27,283	14 %
WTL	731	1 %	1,975	3 %	2,706	1 %
Midland WTI	—	— %	137	— %	137	— %
Condensate	7,566	6 %	15,228	22 %	22,794	12 %
Heavy Canadian	3,265	3 %	—	— %	3,265	2 %
DJ Basin	20,342	17 %	—	— %	20,342	11 %
Bakken	978	1 %	—	— %	978	1 %
<b>Total crude throughput</b>	<b>123,024</b>	<b>100 %</b>	<b>68,240</b>	<b>100 %</b>	<b>191,264</b>	<b>100 %</b>

(in bpd)	Year Ended December 31, 2022					
	Coffeyville		Wynnewood		Total	
Regional Crude	53,237	42 %	46,159	73 %	99,396	52 %
WTI	38,265	30 %	—	— %	38,265	20 %
WTL	407	— %	2,323	4 %	2,730	2 %
WTS	462	— %	143	— %	605	— %
Midland WTI	642	1 %	1,073	2 %	1,715	1 %
Condensate	12,159	10 %	13,283	21 %	25,442	13 %
Heavy Canadian	6,847	5 %	—	— %	6,847	4 %
DJ Basin	15,607	12 %	—	— %	15,607	8 %
<b>Total crude throughput</b>	<b>127,626</b>	<b>100 %</b>	<b>62,981</b>	<b>100 %</b>	<b>190,607</b>	<b>100 %</b>

December 31, 2023 | 12

#### Marketing and Distribution



Our Products produced at our Coffeyville product marketing efforts Refinery are focused generally sold in the central mid-continent area through rack marketing, which is the supply of product through tanker trucks and railcars directly to customers located in close geographic proximity to

December 31, 2024 | 14

the refinery and to customers at terminals on third-party refined products distribution systems; and bulk sales into the mid-continent markets and other destinations utilizing third-party product pipeline networks.

The Products produced at our Wynnewood Refinery ships its finished product are generally shipped via pipeline, railcar, and truck, focusing its efforts in Oklahoma and parts of Arkansas, as well as eastern Missouri. The pipeline system used by the connected to our Wynnewood Refinery is capable of multi-directional flow, providing access to Texas markets as well as adjoining states with pipeline connections. Jet fuel produced at the Wynnewood Refinery is sold to the U.S. Department of Defense via the segregated truck rack at the Wynnewood Refinery.

## Customers

Customers for the Refineries' petroleum products produced at the Refineries primarily include retailers, railroads, farm cooperatives, and other refiners/marketers in Group 3 of the PADD II region because of their relative proximity to the Refineries and pipeline access. We typically sell bulk products to long-standing customers at spot market prices based on a Group 3 basis differential to prices quoted on the New York Mercantile Exchange ("NYMEX") subject to other terms or adjustments, which are reported by industry market-related indices such as Platts and Oil Price Information Service.

Rack sales occur at posted prices, that which are influenced impacted by the competitive forces dynamics in Group 3 of the PADD II region, among other factors. In addition, we sell hydrogen and by-products of our refining operations in Coffeyville, Kansas, such as pet coke, to an affiliate, Coffeyville Resources Nitrogen Fertilizer, LLC ("CRNF"), which is an indirect, wholly-owned wholly owned subsidiary of CVR Partners. The Petroleum Segment's top customer represented 13% of its net sales for the year ended December 31, 2024, and its top two customers represented 27% and 25% of its net sales for the years ended December 31, 2023 and 2022, respectively, and its top customer represented 16% of its net sales for the year ended December 31, 2021, respectively.

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December 31, 2023 | 13

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## Competition

Our Petroleum Segment competes primarily on the basis of price, reliability of supply, availability of multiple grades of products, and location. The principal competitive factors affecting its refining operations are cost of crude oil and other feedstocks, refinery complexity, refinery efficiency, refinery product mix, product distribution and transportation costs, and costs of compliance with government regulations, including the Renewable Fuel Standard ("RFS"). The locations of the Refineries generally provide us with a reliable supply of crude oil and a transportation cost advantage over our competitors. We primarily compete against CHS Inc.'s McPherson Refinery; HF Sinclair Corporation's El Dorado and Tulsa Refineries; Phillips 66 Company's Ponca Refinery; and Valero Energy Corporation's Ardmore Refinery in the mid-continent region. In addition to these refineries, we compete against trading companies, as well as other refineries located outside the region that are linked to the mid-continent market through product pipeline systems, including those near the Gulf Coast, the Great Lakes, and the Texas panhandle regions.

## Seasonality

Our Petroleum Segment operations experience experiences seasonal fluctuations as demand for gasoline products is generally higher during the summer months than during the winter months due to seasonal increases in highway traffic and road construction work. Demand for diesel fuel is higher during the planting and harvesting seasons. As a result, our results of operations for the Petroleum Segment for the first and fourth calendar quarters are generally lower compared to our results for the second and third calendar quarters. In addition, unseasonably cool weather in the summer months and/or unseasonably warm weather in the winter months in the markets in which we sell petroleum products can impact the demand for gasoline and diesel fuel.

## Renewables

Our Renewables Segment is composed of the renewable diesel unit ("RDU") and renewable feedstock pretreater ("PTU") at the Wynnewood Refinery (collectively, the "Wynnewood Renewable Facility").

## Facilities

In April 2022, we completed a project at our Wynnewood Refinery that converted the refinery's hydrocracker to a RDU capable of producing approximately 80 million gallons of renewable diesel per year, which we have revised down due to current catalyst limitations. The Wynnewood Renewable Facility has a name plate capacity of 252,000 gallons per day ("gpd")

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December 31, 2024 | 15

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and is capable of being returned to hydrocarbon service primarily through a catalyst change. The produced renewable diesel currently generates federal renewable identification numbers ("RINs"), which are sold to our Petroleum Segment to help meet its RFS compliance obligations, as discussed in "Environmental Matters -

**Renewable Fuel Standard**". Further, as a low-carbon fuel, renewable diesel produced at the Wynnewood Renewable Facility generates LCFS credits for our customers who transport such product to states with low carbon fuel programs, primarily to California.

In the fourth quarter of 2023, the PTU project at the Wynnewood Refinery was mechanically complete and became operational during the first quarter of 2024. The PTU is intended to lower our feedstock costs by processing a wider variety of feedstocks. This flexibility results in more economic purchasing of feedstocks.

#### **Wynnewood Renewable Facility Throughput      Wynnewood Renewable Facility Production**



##### **Supply**

All feedstock required for renewable diesel production is purchased in connection with a third-party supply agreement under which the third-party is responsible for the procurement and delivery of feedstock to the Wynnewood Renewable Facility. Its strategic and central position in an agriculturally rich region, coupled with an extensive network of transportation infrastructure, offers ease of access to a wide range of renewable feedstocks.

##### **Marketing and Distribution**

The products produced at the Wynnewood Renewable Facility are generally sold through two third-party offtake agreements. Under these agreements, the third parties have agreed to purchase substantially all of our renewable diesel produced, which is delivered primarily via railcar. The remaining products produced at the Wynnewood Renewable Facility are sold to and consumed by our Petroleum Segment.

##### **Competition**

We face competition from renewable fuel producers and others that have been offering or might offer products with lower emissions. In connection with the sourcing of our renewable feedstocks, we face not only competition from consumers in the energy sector, such as renewable fuel producers, but also from non-energy related consumers, such as food producers. This increased competition from non-traditional food producers creates a unique dynamic of competing priorities for food versus fuel.

##### **Governmental Credits**

Our Renewables Segment is also highly dependent upon government subsidies, such as tax and carbon credits. Prior to the expiration of the Biodiesel Blenders' Tax Credit ("BTC") on December 31, 2024, we received a \$1-per-gallon tax incentive for renewable diesel mixture produced and sold. The Inflation Reduction Act of 2022 (the "Inflation Reduction Act") created the

December 31, 2024 | 16

Clean Fuel Production Credit ("PTC"), which provides for a tax credit for domestic production and sale of clean transportation fuels, including renewable diesel beginning in 2025. While formal IRS rule making has not been issued, draft IRS guidance suggests that the value of the PTC for renewable diesel we produce and sell will be significantly lower than the value of the BTC. In January 2025, President Trump signed executive orders that, among other things, paused the disbursement of funds appropriated through the Inflation Reduction Act. Whether or how the Trump Administration or Congress will seek to continue or reverse course on governmental initiatives like these cannot be predicted at this time.

##### **Nitrogen Fertilizer**

Our Nitrogen Fertilizer Segment is composed of the assets and operations of CVR Partners, including two nitrogen fertilizer manufacturing facilities located in Coffeyville, Kansas and East Dubuque, Illinois.

##### **Facilities**

**Coffeyville Fertilizer Facility** - We own and operate a nitrogen fertilizer production facility in Coffeyville, Kansas that includes a gasifier complex having a capacity of 89 million standard cubic feet per day of hydrogen, a 1,300 ton per day capacity ammonia unit and a 3,100 ton per day capacity UAN unit (the "Coffeyville Fertilizer Facility"). The Coffeyville Fertilizer Facility is the only nitrogen fertilizer plant facility in North America that utilizes a pet coke gasification process to produce nitrogen fertilizer. The Coffeyville Fertilizer Facility's largest raw material cost used in the production of ammonia is pet coke, which it purchases is purchased from our Coffeyville Refinery and third parties. For the years ended December 31, 2023, 2022, and 2021, the Coffeyville Fertilizer Facility purchased approximately \$41 million, \$22 million, and \$23 million, respectively, of pet coke, which equaled an average cost per ton of \$78.14, \$52.88, and \$44.69, respectively. For the years ended December 31, 2023, 2022, and 2021, we upgraded approximately 92%, 94%, and 87%, respectively, of our ammonia production into UAN, parties, in a product that generated greater profit per ton than ammonia.

When the economics are favorable, we expect gasification process to continue upgrading substantially all of our ammonia production into UAN. produce hydrogen for use in manufacturing nitrogen fertilizer.

*East Dubuque Fertilizer Facility* - We own and operate a nitrogen fertilizer production facility in East Dubuque, Illinois that includes a 1,075 ton per day capacity ammonia unit and a 950 ton per day capacity UAN unit (the "East Dubuque Fertilizer Facility"). The East Dubuque Fertilizer Facility has the flexibility to vary its product mix, thereby enabling it to upgrade a portion of its ammonia production into varying amounts of UAN and nitric acid, and liquid and granulated urea, depending on market demand, pricing, and storage availability. The East Dubuque Fertilizer Facility's largest raw material cost used in the production of ammonia is Facility utilizes natural gas, which it purchases is purchased from third parties. For the years ended December 31, 2023, 2022, and 2021, the East Dubuque Fertilizer Facility incurred approximately \$29 million, \$46 million and \$32 million parties, to produce hydrogen for feedstock natural gas used use in production, respectively, which equaled an average cost of \$3.42, \$6.66 and \$3.95 per MMBtu, respectively, manufacturing nitrogen fertilizer.

#### **Agriculture, Commodities**

The nitrogen products we produce are globally traded commodities and are subject to price competition. The customers for CVR Partners' products make their purchasing decisions principally on the basis of delivered price and, to a lesser extent, on customer service and product quality. The selling prices of its products fluctuate in response to global market conditions, feedstock costs, and changes in supply and demand.

December 31, 2023 | 14

#### **Agriculture Seasonality**

Nutrients are depleted in soil over time and, therefore, must be replenished through fertilizer application. Nitrogen is the most quickly depleted nutrient and must be replenished every year, whereas phosphate and potassium can be retained in soil for up to three years. Plants require nitrogen in the largest amounts, and it accounts for approximately 56% 58% of primary fertilizer consumption on a nutrient ton basis, per the International Fertilizer Association ("IFA").

The three primary forms of nitrogen fertilizer used in the United States are ammonia, urea, and UAN. Unlike ammonia and urea, UAN can be applied throughout the growing season and can be applied in tandem with pesticides and herbicides, providing farmers with flexibility and cost savings. As a result of these factors, UAN typically commands a premium price to urea and ammonia, on a nitrogen equivalent basis.

#### **Demand**

Global demand for fertilizers is driven primarily by grain demand and prices, which, in turn, are driven by population growth, farmland per capita, dietary changes in the developing world, and increased consumption of bio-fuels. According to the IFA, from 1976 to 2021, global fertilizer demand grew 2% annually. Global fertilizer use, consisting of nitrogen, phosphate, and potash, is projected to increase by 2% through 2024 to meet global food demand according to a study funded by the Food and Agricultural Organization of the United Nations. Currently, the developed world uses fertilizer more intensively than the developing world, but sustained economic growth in emerging markets is increasing food demand and fertilizer use. In addition, populations in developing countries are shifting to more protein-rich diets as their incomes increase, with such consumption requiring more grain for animal feed. As an example, China's wheat and coarse grains production is estimated to have increased 42% between 2011 and 2023, but still failed to keep pace with increases in demand, prompting China to grow its wheat and coarse grain imports by more than 1,167% over the same period, according to the United States Department of Agriculture ("USDA").

The United States is the world's largest exporter of coarse grains, accounting for 25% of world exports and 27% of world production for the fiscal year ended December 31, 2023, according to the USDA. A substantial amount of nitrogen is consumed in production of these crops to increase yield. Based on Fertecon Limited's ("Fertecon") 2023 estimates, the United States is the world's third largest consumer and importer of nitrogen fertilizer. Fertecon is an agency which provides market information and analysis on fertilizers and fertilizer raw materials for fertilizer and related industries, as well as international agencies. Fertecon estimates indicate that the United States represented 11% of total global nitrogen fertilizer consumption for 2023, with China and India as the top consumers representing 23% and 18% of total global nitrogen fertilizer consumption, respectively.

North American nitrogen fertilizer producers predominantly use natural gas as their primary feedstock. Over the last five years, U.S. oil and natural gas reserves have increased significantly due to, among other factors, advances in extracting shale oil and gas, as well as improvements in drilling efficiencies and reduced production costs. As a result, North America has been a low-cost region for nitrogen fertilizer production.

#### **Raw Material Supply**

*Coffeyville Fertilizer Facility* - During the past five years, approximately 41% of the Coffeyville Fertilizer Facility's pet coke requirements, on average, were supplied by our adjacent Coffeyville Refinery pursuant to the Coffeyville Master Services Agreement (the "Coffeyville MSA"). Historically, the Coffeyville Fertilizer Facility has obtained

the remainder of its pet coke requirements through third-party contracts typically priced at a discount to the spot market. In 2023, 2022, and 2021, our supply of pet coke from the Coffeyville Refinery was approximately 43%, 47%, and 43%, respectively. We have contracts with several vendors to supply third-party pet coke, which could be delivered by truck, railcar or barge.

Additionally, our Coffeyville Fertilizer Facility relies on a third-party air separation plant at its location that provides contract volumes of oxygen, nitrogen, and compressed dry air to the Coffeyville Fertilizer Facility gasifiers. Should the oxygen volume fall below a specified level, the on-site vendor is contractually obligated to provide excess oxygen through its own mechanism or through third-party purchases. The reliability of the air separation plant can have a significant impact on our Coffeyville Fertilizer Facility's operations.

December 31, 2023 | 15

**East Dubuque Fertilizer Facility** - The East Dubuque Fertilizer Facility uses natural gas to produce nitrogen fertilizer. We are generally able to purchase natural gas at competitive prices due to the facility's connection to the Northern Natural Gas interstate pipeline system, which is within one mile of the facility, and a third-party owned and operated pipeline. The pipelines are connected to a third-party distribution system at the Chicago Citygate receipt point and at the Hampshire interconnect from which natural gas is transported to the East Dubuque Fertilizer Facility. As of December 31, 2023, we had commitments to purchase approximately 1 million MMBtu of natural gas supply for planned use in our East Dubuque Fertilizer Facility in January of 2024 at a weighted average rate per MMBtu of approximately \$3.03, exclusive of transportation costs.

#### **Marketing and Distribution**

Our Nitrogen Fertilizer Segment primarily markets UAN products to agricultural customers and ammonia products to agricultural and industrial customers. UAN and ammonia, including freight, accounted for approximately 69% and 24%, respectively, of our Nitrogen Fertilizer Segment's total net sales for the year ended December 31, 2023.

UAN and ammonia are primarily distributed by truck or railcar. If delivered by truck, products are most commonly sold on a shipping point basis, and freight is normally arranged by the customer. We also utilize a fleet of railcars for use in product delivery. If delivered by railcar, products are most commonly sold on a destination point basis, and we typically arrange the freight.

The nitrogen fertilizer products leave the Coffeyville Fertilizer Facility either in railcars for destinations located principally on the Union Pacific or Burlington Northern Santa Fe railroads or in trucks for direct shipment to customers. The East Dubuque Fertilizer Facility primarily sells product to customers located within 200 miles of the facility. In most instances, customers take delivery of nitrogen products at the East Dubuque Fertilizer Facility and arrange to transport them to their final destinations by truck. Additionally, the East Dubuque Fertilizer Facility has direct access to a barge dock on the Mississippi River, as well as a nearby rail spur serviced by the Canadian National Railway Company, both of which we produce are utilized occasionally to sell and distribute our Nitrogen Fertilizer Segment's products.

#### **Customers**

Retailers and distributors are the main customers for UAN and, more broadly, the industrial and agricultural sectors are the primary recipients of our ammonia products. Given the nature of our nitrogen fertilizer business, and consistent with industry practice, we sell our products on a wholesale basis under a contract or by purchase order. Contracts with customers generally contain fixed pricing and have terms of less than one year. The Nitrogen Fertilizer Segment's top two customers represented 25% and 30% of its net sales for the years ended December 31, 2023 and 2022, respectively, and its top customer represented 13% of its net sales for the year ended December 31, 2021.

#### **Competition**

Our Nitrogen Fertilizer Segment produces globally traded commodities and has competitors are subject to price competition. The customers for CVR Partners' products make their purchasing decisions principally on the basis of delivered price and, to a lesser extent, on customer service and product quality. The selling prices of its products fluctuate in every region of the world, with barge response to global market conditions, feedstock costs, and rail distribution fostering healthy competition throughout the United States. The industry is dominated by price considerations, which are driven by raw material changes in supply and transportation costs, currency fluctuations, trade barriers, and regulators. Our Nitrogen Fertilizer Segment has experienced, and expects to continue to experience, significant levels of competition from domestic and foreign nitrogen fertilizer producers, many of whom have significantly greater financial and other resources. Farming activities intensify in the United States during the spring and fall fertilizer application periods, and geographic proximity to these activities is also a significant competitive advantage for domestic producers. We manage our manufacturing and distribution operations to best serve our customers during these critical periods.

Subject to location and other considerations, our major domestic competitors in the nitrogen fertilizer business generally includes CF Industries Holdings, Inc., which sells significantly more nitrogen fertilizers in the United States than other industry participants; Nutrien Ltd.; Koch Fertilizer Company, LLC; OCI N.V.; and LSB Industries,

Inc. Domestic customers generally demonstrate sophisticated buying tendencies that include a focus on cost and service. We also encounter competition from producers of fertilizer products manufactured in foreign countries, including the threat of increased production capacity. In certain cases, foreign producers of fertilizer that export to the United States may be subsidized by their respective governments.

#### **Seasonality**

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December 31, 2023 | 16

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Because the Nitrogen Fertilizer Segment primarily sells agricultural commodity products, its business is exposed to seasonal fluctuations in demand for nitrogen fertilizer products in the agricultural industry. In addition, the demand for fertilizers is affected by the aggregate crop planting decisions and fertilizer application rate decisions of individual farmers who make planting decisions based largely on the prospective profitability of a harvest. The specific varieties and amounts of fertilizer they apply depend on factors like crop prices, farmers' current liquidity, soil conditions, weather patterns, and the types of crops planted. The Nitrogen Fertilizer Segment typically experiences higher net sales in the first half of the calendar year, which is referred to as the planting season, and its net sales tend to be lower during the second half of each calendar year, which is referred to as the fill season.

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December 31, 2024 | 17

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#### **Demand**

Global demand for fertilizers is driven primarily by grain demand and prices, which, in turn, are driven by population growth, farmland per capita, dietary changes in the developing world, and increased consumption of bio-fuels. Global fertilizer use, consisting of nitrogen, phosphate, and potash, is projected to increase by 1% through 2025 to meet global food demand according to a study funded by the Food and Agricultural Organization of the United Nations.

The United States is the world's largest exporter of coarse grains, accounting for 30% of world exports and 26% of world production for the fiscal year ended December 31, 2024, according to the United States Department of Agriculture ("USDA"). A substantial amount of nitrogen is consumed in production of these crops to increase yield. Fertecon Limited, an agency which provides market information and analysis on fertilizers and fertilizer raw materials, estimates indicate that China, India, and the United States are the top consumers representing 27%, 17%, and 10% of total global nitrogen fertilizer consumption for 2024, respectively.

North American nitrogen fertilizer producers predominantly use natural gas as their primary feedstock. Over the last five years, U.S. oil and natural gas reserves have increased significantly due to, among other factors, advances in extracting shale oil and gas, as well as improvements in drilling efficiencies and reduced production costs. As a result, North America has been a low-cost region for nitrogen fertilizer production.

#### **Raw Material Supply**

A key ingredient used in the manufacturing process of our nitrogen fertilizer products is hydrogen, which is sourced from pet coke gasification or natural gas. CVR Partners benefits from logistical advantages for both feedstocks, ensuring a stable and secure supply chain. A substantial part of our pet coke requirements are supplied by our adjacent Coffeyville Refinery pursuant to the Coffeyville Master Services Agreement (the "Coffeyville MSA"). In 2024, 2023, and 2022, our supply of pet coke from the Coffeyville Refinery was approximately 46%, 43%, and 47%, respectively. Historically, the Coffeyville Fertilizer Facility has obtained the remainder of its pet coke requirements through third-party contracts with delivery provided by truck, railcar, or barge.

We are generally able to purchase natural gas at competitive prices due to the connection of our East Dubuque Fertilizer Facility to the Northern Natural Gas interstate pipeline system, which is within one mile of the facility, and a third-party owned and operated pipeline. The pipelines are connected to a third-party distribution system at the Chicago Citygate receipt point and at the Hampshire interconnect from which natural gas is transported to the East Dubuque Fertilizer Facility.

#### **Marketing and Distribution**

Our Nitrogen Fertilizer Segment primarily markets UAN products to agricultural customers and ammonia products to agricultural and industrial customers. UAN and ammonia, including freight, accounted for approximately 66% and 25%, respectively, of our Nitrogen Fertilizer Segment's total net sales for the year ended December 31, 2024.

CVR Partners distributes its nitrogen fertilizer products via railcars, primarily using the Union Pacific or Burlington Northern Santa Fe railroads, trucks for direct shipment to customers, and barges, as it has direct access to a barge dock on the Mississippi River. If delivered by truck, products are most commonly sold on a shipping point basis, and freight is normally arranged by the customer. If delivered by railcar, products are most commonly sold on a destination point basis, and we typically arrange the freight. In addition, given the East Dubuque Fertilizer Facility's advantaged location in the heart of the agriculture country, CVR Partners ships substantially all of its products within 200 miles of the facility.

#### **Customers**

Retailers and distributors are the main customers for UAN and, more broadly, the industrial and agricultural sectors are the primary recipients of our ammonia products. Given the nature of our nitrogen fertilizer business, and consistent with industry practice, we sell our products on a wholesale basis under a contract or by purchase order. Contracts with customers generally contain fixed pricing and have terms of less than one year. The Nitrogen Fertilizer Segment's top customer represented 14% of its net sales for the year ended December 31, 2024, and its top two customers represented 25% and 30% of its net sales for the years ended December 31, 2023 and 2022, respectively.

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December 31, 2024 | 18

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#### **Competition**

Our Nitrogen Fertilizer Segment produces globally traded commodities and has competitors in every region of the world, with barge and rail distribution fostering healthy competition throughout the United States. The industry is dominated by price considerations, which are driven by raw material and transportation costs, currency fluctuations, trade barriers, and regulators. Our Nitrogen Fertilizer Segment has experienced, and expects to continue to experience, significant levels of competition from domestic and foreign nitrogen fertilizer producers, many of whom have significantly greater financial and other resources. Farming activities intensify in the United States during the spring and fall fertilizer application periods, and geographic proximity to these activities is also a significant competitive advantage for domestic producers. We seek to manage our manufacturing and distribution operations to best serve our customers during these critical periods.

Subject to location and other considerations, our major domestic competitors in the nitrogen fertilizer business generally includes CF Industries Holdings, Inc., which sells significantly more nitrogen fertilizers in the United States than other industry participants; Nutrien Ltd.; Koch Fertilizer Company, LLC; and LSB Industries, Inc. Domestic customers generally demonstrate sophisticated buying tendencies that include a focus on cost and service. We also encounter competition from producers of fertilizer products manufactured in foreign countries, including the threat of increased production capacity. In certain cases, foreign producers of fertilizer that export to the United States may be subsidized by their respective governments which could put us at a competitive disadvantage.

#### **Environmental Matters**

Our businesses are subject to extensive and frequently changing federal, state, and local environmental laws, rules, and regulations governing the emission and release of regulated substances into the environment, the transportation, storage, and disposal of waste, the treatment and discharge of wastewater and stormwater, and the storage, handling, use, and transportation of petroleum, renewable and nitrogen fertilizer products, and the characteristics and composition of gasoline, diesel and aviation fuels, renewable fuels, UAN, and ammonia. These laws and regulations and the enforcement thereof impact our segments and their operations by imposing:

- restrictions on operations or the need to install and operate enhanced or additional control and monitoring equipment;
- liability for the investigation and remediation of contaminated soil and groundwater at current and former facilities (if any) and for off-site waste disposal locations; and
- specifications for the products marketed by the Petroleum, Renewables, and Nitrogen Fertilizer Segments, primarily gasoline, diesel and aviation fuels, renewable diesel, UAN, and ammonia.

Our operations require numerous permits, licenses, and authorizations. Failure to comply with these permits, licenses, authorizations, or environmental laws, rules, and regulations could result in fines, penalties, or other sanctions or liabilities or a revocation of our permits, licenses, or authorizations. In addition, the laws, rules, and regulations to which we are subject are often evolving and many of them have or could become more stringent or have or could become subject to more stringent interpretation or enforcement by federal or state agencies or courts. These laws and regulations could result in increased capital, operating, and compliance costs.

#### **Recent Greenhouse Gas Footprint Reduction Efforts**

The Nitrogen Fertilizer Segment has generated carbon offset credits from voluntary nitrous oxide ("N<sub>2</sub>O") abatement at its Coffeyville Fertilizer Facility since October 2020, with similar N<sub>2</sub>O abatement efforts at its East Dubuque Fertilizer Facility since June 2011. From 2020 to 2023, the N<sub>2</sub>O abatement systems at the East Dubuque

Fertilizer Facility's two nitric acid plants and the Coffeyville Fertilizer Facility's nitric acid plant have abated, on average, the annual release of approximately 277,000 and 340,000 metric tons of carbon dioxide-equivalent ("CO<sub>2</sub>e"), respectively.

CVR Partners' N<sub>2</sub>O abatement projects are registered with the Climate Action Reserve (the "Reserve"), a carbon offset registry for the North American market. The Reserve employs standards and an independent third-party verification process to issue its carbon credits, known as Climate Reserve Tonnes.

The Nitrogen Fertilizer Segment also sequesters carbon dioxide that is not utilized for urea production at its Coffeyville Fertilizer Facility by capturing and purifying the CO<sub>2</sub> as part of its manufacturing process. Certain carbon oxide capture and

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December 31, 2024 | 19

sequestration activities conducted at or in connection with the Coffeyville Fertilizer Facility qualify under the Internal Revenue Service ("IRS") safe harbor described in Revenue Procedure 2020-12 for certain tax credits available to joint ventures under Section 45Q of the Internal Revenue Code of 1986, as amended ("Section 45Q Credits"). In January 2023, the Nitrogen Fertilizer Segment entered into a series of agreements with CapturePoint LLC, an unaffiliated third-party ("CapturePoint"), and certain unaffiliated third-party investors intended to qualify under the IRS safe harbor described in Revenue Procedure 2020-12 for certain joint ventures that are eligible to claim Section 45Q Credits and allow us to monetize Section 45Q Credits we expect to generate from January 6, 2023 until March 31, 2030.

By combining our nitrous oxide abatement and CO<sub>2</sub> sequestration activities, we reduced our CO<sub>2</sub>e footprint by over 1.3 million metric tons in 2023. In addition, our Coffeyville Fertilizer Facility is uniquely qualified to produce hydrogen and ammonia that could be certified 'blue' to a market that is increasingly demanding reduced carbon footprints. These greenhouse gas footprint reduction efforts support our core Values of Environment and Continuous Improvement, and our goal of continuing to produce nitrogen fertilizers that produce crops that help to feed the world's growing population in the most environmentally responsible way possible.

#### ***The Federal Clean Air Act ("CAA")***

The CAA and its implementing regulations, as well as state laws and regulations governing air emissions, affect our businesses. Direct impacts may occur through the CAA's permitting requirements and/or emission control and monitoring requirements relating to specific air pollutants, as well as the requirement to maintain a risk management program to help prevent accidental releases of certain regulated substances. The CAA affects our businesses by extensively regulating the air emissions of sulfur dioxide ("SO<sub>2</sub>"), volatile organic compounds, nitrogen oxides, and other substances, including those emitted by mobile sources, which are direct or indirect users of our products. Some or all of the regulations promulgated pursuant to the CAA, or any future promulgations of regulations, may require the installation of controls or changes to the Refineries and/or the nitrogen fertilizer facilities (collectively referred to as the "Facilities") to maintain compliance. If new controls or changes to operations are needed, the costs could be material.

The regulation of air emissions under the CAA requires that we obtain various construction and operating permits and incur capital expenditures for the installation of certain air pollution control devices at our operations. Various standards and programs specific to our operations have been implemented, such as the National Emission Standard for Hazardous Air Pollutants, the New Source Performance Standards, and the New Source Review.

The U.S. Environmental Protection Agency ("EPA") regulates greenhouse gas ("GHG") emissions under the CAA. In October 2009, the EPA finalized a rule requiring certain large emitters of GHGs to inventory and report their GHG emissions to the EPA. In accordance with the rule, our Facilities monitor and report our GHG emissions to the EPA. In May 2010, the EPA finalized the "Greenhouse Gas Tailoring Rule", which established GHG emissions thresholds that determine when stationary sources, such as the Refineries and the Facilities, must obtain permits under the Prevention of Significant Deterioration ("PSD") and Title V programs of the CAA. Under the rule, facilities already subject to the PSD and Title V programs that increase their

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December 31, 2023 | 17

emissions of GHGs by a significant amount are required to undergo PSD review and to evaluate and implement air pollution control technology, known as "best available control technology", to reduce GHG emissions.

On January 20, 2021 January 20, 2025, under the new Trump Administration the White House issued Executive Order ("EO") 14154 titled "Unleashing American Energy" that seeks to establish American energy dominance through, among other actions, purported revocation of certain Presidential and regulatory actions, abolishment of certain offices such as the American Climate Corps and the Interagency Working Group on the Social Cost of Greenhouse Gases and other actions including, for example, directives to revise permitting processes, promote domestic mining and energy production and eliminate the "electric vehicle mandate" by ensuring a level regulatory playing field for gasoline-powered automobiles and eliminating subsidies or other incentives for purchasing electric vehicles ("EVs"). Also on January 20, 2025, the White House issued an Executive Order titled "Protecting Public Health EO 14162, "Putting America First in International Environmental Agreements", directing the United States' withdrawal from the Paris Agreement under the United Nations Framework Convention on Climate Change. While we cannot predict exactly how these EOs and the Environment and Restoring Science to Tackle the Climate Crisis", as well their directives will impact our Facilities' operations, it is possible that they could serve as a formal notification re-accepting entry of the United States into the Paris Agreement. On January 27, 2021, the White House issued another climate-related Executive Order, titled "Tackling the Climate Crisis at Home and Abroad". On April 22, 2021, the Biden Administration announced a new target catalyst for the United States potential agency action relevant to achieve a 50 to 52 percent reduction from 2005 levels in economy-wide net GHG emissions in 2030. These orders could negatively impact our business and lead to increased costs that could be material.business.

The EPA's approach to regulating GHG emissions, as well as executive orders, may change, including under future administrations, which may have impacts on our Facilities.

#### Recent Greenhouse Gas Footprint Reduction Efforts

In October 2020, the Nitrogen Fertilizer Segment announced that it generated its first carbon offset credits from voluntary nitrous oxide abatement at its Coffeyville Fertilizer Facility. The Nitrogen Fertilizer Segment has similar nitrous oxide abatement efforts at its East Dubuque Fertilizer Facility. In 2021, according to the EPA, nitrous oxide accounted for approximately 6% of carbon dioxide-equivalent ("CO<sub>2</sub> December 31, 2024 | 2e") emissions in the United States.<sup>20</sup>

The Nitrogen Fertilizer Segment previously entered into a Joint Development Agreement with ClimeCo, a developer of emission-reduction projects for nitric acid plants, to jointly design, install and operate a tertiary abatement system at one of its nitric acid plants in Coffeyville. The system was designed to abate 94% of all N<sub>2</sub>O in the unit while preventing the release of approximately 450,000 metric tons of carbon dioxide equivalent on an annualized basis. From 2018 to 2022, the N<sub>2</sub>O abatement systems at the East Dubuque Fertilizer Facility's two nitric acid plants have abated, on average, the annual release of approximately 256,000 metric tons of CO<sub>2</sub>e.

CVR Partners' N<sub>2</sub>O abatement projects are registered with the Climate Action Reserve (the "Reserve"), a carbon offset registry for the North American market. The Reserve employs high-quality standards and an independent third-party verification process to issue its carbon credits, known as Climate Reserve Tonnes.

The Nitrogen Fertilizer Segment also sequesters carbon dioxide that is not utilized for urea production at its Coffeyville Fertilizer Facility by capturing and purifying the CO<sub>2</sub> as part of its manufacturing process. We believe that certain carbon oxide capture and sequestration activities conducted at or in connection with the Coffeyville Fertilizer Facility qualify under the Internal Revenue Service ("IRS") safe harbor described in Revenue Procedure 2020-12 for certain tax credits available to joint ventures under Section 45Q of the Internal Revenue Code of 1986, as amended ("Section 45Q Credits"). In January 2023, the Nitrogen Fertilizer Segment entered into a series of agreements with CapturePoint LLC, an unaffiliated third-party ("CapturePoint"), and certain unaffiliated third-party investors intended to qualify under the IRS safe harbor described in Revenue Procedure 2020-12 for certain joint ventures that are eligible to claim Section 45Q Credits and allow us to monetize Section 45Q Credits we expect to generate from January 6, 2023 until March 31, 2030.

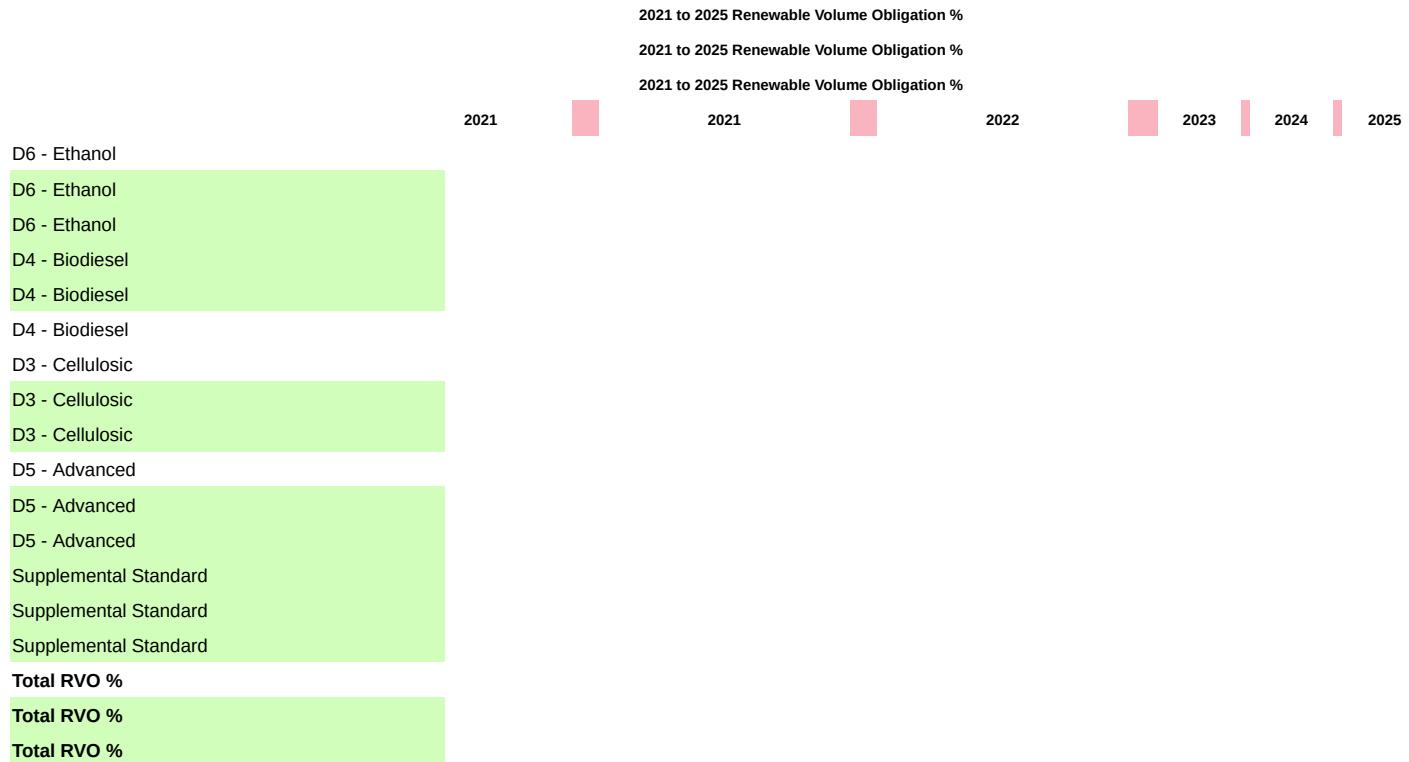
Combining our nitrous oxide abatement and CO<sub>2</sub> sequestration activities should reduce our CO<sub>2</sub>e footprint by an average of over 1 million metric tons per year. In addition, our Coffeyville Fertilizer Facility is uniquely qualified to produce hydrogen and ammonia that could be certified 'blue' to a market that is increasingly demanding reduced carbon footprints. These greenhouse gas footprint reduction efforts support our core Values of Environment and Continuous Improvement, and our goal of continuing to produce nitrogen fertilizers that produce crops that help to feed the world's growing population in the most environmentally responsible way possible.

#### Renewable Fuel Standard

Pursuant to the Energy Policy Act of 2005 and Energy Independence and Security Act of 2007, which was intended "to move the United States toward greater energy independence...[and] increase the production of clean renewable fuels," Congress established the RFS, which requires obligated parties, defined by the EPA as refiners and importers of transportation fuels, to either blend "renewable fuels", such as ethanol and biofuels, into their transportation fuels or purchase renewable fuel credits, known as renewable identification numbers ("RINs"), in lieu of blending. The RFS established annually increasing volume targets, called Renewable Volume Obligations ("RVOs"), for biomass-based diesel through 2012 and for the remaining

December 31, 2023 | 18

three categories of renewable fuel (cellulosic biofuel, advanced biofuel, and total renewable fuel) through 2022. For periods following 2022, the statute directs the EPA to use its "set" authority to determine the RVO based on certain criteria, including the impact of renewable fuels on the environment, energy security, and transportation fuel costs to consumers. On June 21, 2023, the EPA announced its final rule establishing applicable renewable volumes and percentage standards for 2023 through 2025. In the rule, the EPA set the implied conventional renewable volume requirement at 15 billion gallons, which is beyond the "blend wall," or the point at which the percentage of ethanol required to be blended into the gasoline supply exceeds the level at which most engines can safely run on gasoline blended with ethanol. In addition, for the first time, the EPA established a cellulosic biofuel standard without utilizing the cellulosic waiver and issuing cellulosic waiver credits. The table below reflects, as of the date hereof, the annual RVO under the RFS for the compliance years 2021 through 2025:



Coffeyville Resources Refining & Marketing, LLC ("CRRM") and Wynnewood Refining Company, LLC ("WRC", and together with CRRM, the "obligated-party subsidiaries") have been deemed by EPA to be obligated parties under the RFS. The Wynnewood Refinery has qualified, and is currently expected in the future to qualify, as a "small refinery" defined under the RFS as a refinery with an aggregate daily crude oil throughput no greater than 75,000 barrels, which enables barrels. WRC to seek may petition for and receive small refinery exemptions ("SREs") under the RFS should it be able to establish it suffered disproportionate economic hardship, which WRC believes it has already established for the compliance periods 2017 through 2023. Our obligated-party subsidiaries are not able to meet the majority of their annual RVOs through blending, so, unless their RVOs are waived or exempted, they have had to and currently expect to be required in the future to purchase RINs on the open market and, from third parties, including but not limited to its affiliates who generate RINs through the Wynnewood Renewable Facility. Our obligated-party subsidiaries have also purchased cellulosic waiver credits in years in which they are made available by the EPA, cellulosic waiver credits. Additionally, CRRM purchases RINs generated from the Company's renewable diesel operations, whose operating results are not currently included in either of our reportable segments, to partially satisfy its RVOs. EPA.

The cost of purchasing RINs and cellulosic waiver credits fluctuates and can be significant. The price of RINs became extremely volatile, particularly when the EPA's RVO mandates approach or exceed the blend wall. The blend wall is generally considered to be reached when more than 10 percent ethanol by volume ("E10") is blended into gasoline. The price of RINs has also been impacted by the depletion of the carryover RIN bank, requiring carryover RINs from the RIN bank to be used to settle RVOs. The volatility of RIN prices also increased significantly in response to a number of factors, which we believe include, but are not limited to, the actions of RIN market participants including those not deemed by the EPA to be obligated parties, various government laws, rules, policies and initiatives relating to climate change, and the actions of the EPA in administrating the RFS, such as the EPA's failure to include blenders in the definition of obligated parties, its failure to timely administer the RFS and its multiple blanket denial denials of SREs. Litigation Government actions and litigation by refiners including our obligated-party subsidiaries, biofuels groups and others, has also significantly impacted us and the price of RINs, including but not limited to the following:

- In 2019, On January 20, 2021, President Trump issued EO 13990, in which he directed the EPA, finalized regulatory changes in consultation with the Department of Energy, to consider issuing emergency fuel waivers to allow the year-round sale of E15 "to meet any projected temporary shortages in the supply of gasoline blended with up to 15 percent ethanol ("E15") to take advantage of a across the nation." The EO cites the same CAA waiver during provision used by the summer months that previously only applied to E10, which meant that E15 could be sold year-round rather than just eight months of the year. However, the United States District Court for the District of Columbia Circuit ("D.C. Circuit") overturned the E15 rule Biden Administration in July 2021, 2022, 2023, and in January 2024. In April

2022, the U.S. Supreme Court rejected a request from a biofuels industry group to review the D.C. Circuit ruling. While that ruling prevents the EPA from authorizing year-round E15 sales by extending a nationally-applicable seasonal waiver to E15, a group of Midwestern governors

December 31, 2024 | 21

petitioned EPA in April 2022 to allow summertime sales of E15 in their states, including Kansas, under different CAA authority. On July 21, 2022, the Governor of Kansas rescinded Kansas' summertime E15 request. In February 2023, 2024, the EPA issued a proposed its final rule to allow summertime sales of E15 for the eight states that did not rescind their requests. The EPA has now submitted the final rule for review by the Office of Management and Budget ("OMB"). OMB has not yet completed its review of the final rule, but the EPA has indicated that it plans to issue the final rule by March 28, 2024. Biofuels groups have separately joined the American Petroleum Institute (API) in support of legislation to authorize E15 fuel nationwide, which was introduced in the Senate in July 2023.

December 31, 2023 | 19

- In December 2021, the EPA proposed a new standard for evaluating SREs which it ultimately finalized and applied, in most cases retroactively, to deny all pending approximately 130 SRE petitions filed by small refineries for compliance years 2016 through 2023, as follows:
  - In April 2022, 2021, including (a) the EPA denied 36 SRE petitions (the "April 2022 Denials") of WRC and 35 other small refineries for the 2018 compliance year despite having previously granted 31 of those petitions denied in 2019, including WRC's petition for 2018, and also issued an alternative compliance demonstration approach for certain small refineries (the "Alternate Compliance Ruling") under which they would not be required to purchase or redeem additional RINs as a result of the EPA's April 2022 Denials;
  - In June 2022, the EPA denied and 69 SRE petitions (the "June 2022 Denials" and together with the April 2022 Denials, the "2022 Denials") for other compliance years, including those submitted by WRC for the 2017, 2019, 2020 and 2021 compliance years, denied in June 2022 (collectively, the "2022 Denials"), and also applied the Alternate Compliance Ruling to three such petitions; and
  - In July 2023, the EPA denied (b) 26 SRE petitions (the "2023 Denials") seeking SREs for one or more of the other compliance years between 2016 and 2023, including WRC's 2022 petition (the "2023 Denials"). WRC and others challenged these denials before the Fifth Circuit and DC Circuit. In November 2023 and July 2024, the Fifth Circuit and the DC Circuit, respectively, vacated EPA's 2022 Denials and remanded the applicable SRE sought by WRC for 2022. These actions by petitions back to EPA, holding the EPA further contributed EPA's denials were arbitrary and capricious and contrary to RIN price volatility.
- In 2022, WRC joined certain other small refiners in bringing suit against law. Other than seeking writ of certiorari from the EPA in Supreme Court of the United States Court of Appeals ("SCOTUS") relating to the Fifth Circuit's ruling that venue for the Fifth Circuit (the "Fifth Circuit") challenging the 2022 Denials. WRC received a stay of enforcement of the RFS pending the outcome of such suit. WRC and certain other refiners also challenged the 2023 Denials and the Fifth Circuit issued WRC a stay for the 2022 compliance period pending resolution of these cases. WRC's 2023 Denials case was held in abeyance pending resolution of all lawsuits challenging the 2022 Denials proper in the Fifth Circuit, and in the United States Court of Appeals for the Eleventh and D.C. Circuits. In November 2023, the Fifth Circuit issued an opinion holding that the 2022 Denials were impermissibly retroactive and that the EPA's interpretation of the SRE provisions of the RFS was contrary to law and arbitrary and capricious as applied to the Fifth Circuit petitioners' SRE petitions. The Fifth Circuit vacated those denials, including those for WRC for 2017 through 2021, and remanded those SRE petitions to EPA for further consideration consistent with the Fifth Circuit's ruling. The EPA has not yet taken action to act on those SRE petitions since remand. While WRC's stay relating to the 2022 compliance year remains in effect, its stays relating to the preceding compliance periods expired in January 2024.
- In December 2023, WRC filed its petition for SRE for the 2023 compliance year, on which SRE the EPA stated it will not commit to acting by its statutory deadline. In January 2024, WRC submitted a notice of intent to sue the EPA if a decision on its 2023 SRE petition is not timely issued, remanded petitions.
- In December 2023, WRC and CRRM submitted a petition for rulemaking to the EPA demanding that it cures its violation of the RFS, which we believe required the EPA to establish a credit trading program under which only obligated parties who over-comply with their RFS obligations could sell RINS generated through such over-compliance to other obligated parties. The EPA has not yet responded to our petition, and our obligated-party subsidiaries expect to file suit against the EPA in the future should it fail to act.
- In January 2025, the EPA denied WRC's SRE petition for the 2023 compliance year based on what WRC considers to be yet another new standard devised by the EPA, which denial WRC has challenged in the Fifth Circuit, also seeking a stay of enforcement of WRC's RFS obligations for 2023. In its filing with the Fifth Circuit

in February 2025, the EPA reported that it was reviewing its denial and did not oppose WRC's stay.

As a result, our costs to comply with RFS (excluding the impacts of any exemptions or waivers to which the Petroleum Segment's obligated-party subsidiaries may be entitled) increased significantly throughout 2021 and 2022, remained significant in 2023, and currently are expected to remain significant into 2024 and beyond, which volatility could have material impacts on the Company's results of operations, financial condition, and cash flows.

#### ***The Federal Clean Water Act ("CWA")***

The CWA and its implementing regulations, as well as state laws and regulations that govern the discharge of pollutants into the water, affect our businesses. The CWA's permitting requirements establish discharge limitations that may be based on technology standards, water quality standards, and restrictions on the total maximum daily load of pollutants allowed to enter a particular water body based on its use. In addition, water resources are becoming more scarce, and many refiners, including us, are subject to use restrictions in the event of low availability conditions. Our Refineries and the Coffeyville Fertilizer Facility have contracts in place to receive water during certain water shortage conditions, but these conditions and contracts could change over time depending on the scarcity of water.

In January 2021, the EPA announced it is undertaking a plan to review and update effluent standards for many industries. In that announcement, the EPA is prioritizing those sectors that are ranked high in point source categories for total nitrogen discharges, including fertilizer manufacturers. The EPA is continuing its review, which eventually could result in different regulations governing the Company.

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December 31, 2023 | 20

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#### ***Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and the Emergency Planning and Community Right-to-Know Act ("EPCRA")***

The release of hazardous substances or extremely hazardous substances into the environment is subject to release reporting requirements under federal and state environmental laws. Our Facilities also periodically experience releases of hazardous and extremely hazardous substances from their equipment and periodically have excess emission events. From time to time, the EPA has conducted inspections and issued information requests to us with respect to our compliance with reporting requirements under the CERCLA and the EPCRA. If we fail to timely or properly report a release, or if a release violates the law or our permits, we could become the subject of a governmental enforcement action or third-party claims. Government

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December 31, 2024 | 22

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enforcement or third-party claims relating to releases of hazardous or extremely hazardous substances could result in significant expenditures and liability.

#### ***Resource Conservation and Recovery Act ("RCRA")***

Our Refineries and Fertilizer Facilities are subject to the RCRA requirements for the generation, transportation, treatment, storage, and disposal of solid and hazardous wastes. When feasible, RCRA-regulated materials are recycled instead of being disposed of on-site or off-site. RCRA establishes standards for the management of solid and hazardous wastes. Besides governing current waste disposal practices, RCRA also addresses the environmental effects of certain past waste disposal practices, the recycling of wastes, and the regulation of underground storage tanks containing regulated substances.

*Impacts of Past Manufacturing* - In March 2004, two of our subsidiaries entered into a Consent Decree ("2004 Consent Decree") with the EPA and the Kansas Department of Health and Environment (the "KDHE") that required us to assume two RCRA corrective action orders issued to Farmland, the prior owner of the Coffeyville Refinery. Until January 21, 2021, we were subject to a 1994 EPA administrative order related to investigation of possible past releases of hazardous materials to the environment at the Coffeyville Refinery. In accordance with the order, we have conducted the required investigation and interim remediation projects and documented existing soil and groundwater conditions. In June 2017, the Coffeyville Refinery submitted an amended RCRA post-closure permit application to the KDHE to complete closure of former hazardous waste management units at the Coffeyville Refinery and to perform corrective action at the site. The KDHE approved the post-closure permit application in July 2019, and the RCRA permit was issued on December 16, 2020. The EPA terminated the 1994 administrative order on January 21, 2021. On January 13, 2021, the Coffeyville Fertilizer Facility entered into an agreement with the KDHE to address certain historical releases of UAN located on property held by CRNF that comingled with legacy groundwater contamination from the adjacent Coffeyville Refinery. The cleanup provisions of the agreement with the KDHE are held in abeyance so

long as the Coffeyville Refinery conducts corrective action for these comingled historical releases in accordance with CRRM's RCRA permit. The now-closed Phillipsburg terminal is subject to a 1996 EPA administrative order related to investigation of releases of hazardous materials to the environment at the Phillipsburg terminal, which operated as a refinery until 1991. The Phillipsburg terminal investigation is complete and corrective measures are in place implementing the EPA's Statement of Basis and Final Remedy Decision issued in July 2018. The Phillipsburg Terminal has applied to KDHE for a RCRA Post-Closure Corrective Action Permit. When issued, we anticipate that the EPA will terminate the 1996 administrative order for Phillipsburg. The Wynnewood Refinery operates under a RCRA permit. A RCRA facility investigation has been completed in accordance with the terms of the permit. Based on the facility investigation and other available information, WRC entered into a consent order with the Oklahoma Department of Environmental Quality (the "ODEQ") requiring further investigations of groundwater conditions and enhancements of existing remediation systems. We have completed the groundwater investigation at the Wynnewood Refinery and the ODEQ has approved our ongoing corrective actions. The consent order was terminated by the ODEQ in July 2019. **We anticipate that groundwater corrective action will be incorporated into The Wynnewood Refinery's RCRA Permit when was renewed on December 13, 2024, and included the permit is renewed by ODEQ incorporation of groundwater corrective action.**

**Financial Assurance** - We are required under the 2004 Consent Decree, as modified by a 2010 agreement between CVR Energy subsidiaries, the EPA, and the KDHE, to establish financial assurance to secure the current projected clean-up cost for the now-closed Phillipsburg terminal. This financial assurance is currently provided by a bond in the amount of \$2 million. The \$2 million bond amount is reduced each year based on actual expenditures for corrective actions. Additional financial assurance of approximately \$4 million and \$3 million is required to meet our RCRA financial obligations for the Coffeyville Refinery and Phillipsburg terminal, respectively. Current RCRA financial assurance requirements for the Wynnewood Refinery include **less than \$1 million** **approximately \$3 million** for hazardous waste storage tank closure, **and \$3 million** for the post-closure monitoring of a closed storm water retention pond, and the projected clean-up costs at the Wynnewood Refinery. These RCRA financial assurance obligations are currently being satisfied by a surety bond. The Company's financial assurance mechanisms are re-evaluated and adjusted on an annual basis.

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December 31, 2023 | 21

**Waste Management** - There are fourteen closed hazardous waste units at the Coffeyville Refinery. There is one closed hazardous waste unit and one active hazardous waste storage tank at the Wynnewood Refinery. In addition, **March 2021**, 30 years of long-term post-closure care was completed at one closed, interim status, hazardous waste **landfarm** **land treatment facility** located at the now-closed Phillipsburg terminal and is no longer subject to monitoring.

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December 31, 2024 | 23

#### **Environmental Remediation**

As is the case with all companies engaged in similar industries, we face potential exposure from claims and lawsuits involving environmental matters, including soil and water contamination and personal injury or property damage allegedly caused by crude oil or hazardous substances that we processed, handled, used, stored, transported, spilled, disposed of, or released. There is no assurance that we will not become involved in future proceedings related to the release of hazardous or extremely hazardous substances or crude oil for which we have potential liability or that, if we were held responsible for damages in any existing or future proceedings, such costs would be covered by insurance or would not be material.

#### **Environmental Insurance**

We are covered by site pollution legal liability insurance policies, which **include business interruption coverage, subject to applicable retentions and exclusions. The policies** insure any location owned, leased, rented, or operated by the Company, including the Refineries and the Facilities. The policies insure certain pollution conditions at or migrating from a covered location, certain waste transportation and disposal activities, and business interruption.

In addition to the site pollution legal liability insurance policies, we maintain **and are covered by certain general liability, umbrella and excess casualty insurance policies (collectively, the "Casualty Policies") which generally include sudden and accidental pollution coverage, subject to applicable retentions and exclusions. This insurance coverage. The Casualty Policies generally provides** provide coverage due to named perils for claims involving pollutants where the discharge is sudden and accidental and first commences at a specific day and time during the policy period.

The site pollution legal liability policy and the **pollution coverage provided in the casualty insurance policies** **Casualty Policies** are subject to retentions and deductibles and contain discovery requirements, **waiting periods**, reporting requirements, exclusions, definitions, conditions, and limitations that could apply to a particular pollution

claim, and there can be no assurance such claim will be adequately insured for all potential damages.

#### Health, Safety and Security Matters

We are subject to a number of federal and state laws and regulations related to safety, including the Occupational Safety and Health Act, which created the Occupational Safety and Health Administration ("OSHA") and comparable state statutes, the purposes of which are to protect the health and safety of workers. We are also subject to OSHA Process Safety Management regulations, which are designed to prevent or minimize the consequences of catastrophic releases of toxic, reactive, flammable, or explosive chemicals. We are committed to safe, reliable operations of our facilities to protect the health and safety of our employees, our contractors, and the communities in which we operate. Our health and safety management system provides a comprehensive approach to injury, illness and incident prevention, risk assessment and mitigation, and emergency management. Despite our efforts to achieve excellence in our health and safety performance, there can be no assurances that there will not be accidents resulting in losses, injuries, or fatalities that could materially adversely impact our business. We periodically audit our programs and seek to continually improve our management systems.

Our Facilities were subject to the Chemical Facility Anti-Terrorism Standards ("CFATS"), a regulatory program designed to ensure facilities have security measures in place to reduce the risk that certain hazardous chemicals are weaponized by terrorists. In June 2023, authorization for CFATS was allowed to expire, but it's possible that Congress will reauthorize CFATS. Despite the expiration for the CFATS in June 2023, our Facilities continue to comply with adhere to its requirements. In addition, the East Dubuque Fertilizer Facility is regulated under the Maritime Transportation Security Act. We implement and maintain comprehensive security programs designed to comply with regulatory requirements and protect our assets and employees.

We periodically assess risk and conduct audits of our programs and seek to continually improve our health, safety, and security management systems.

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December 31, 2023 | 22

#### Human Capital

Our employees are the most important part of our business and help us work to achieve our Mission to be a top-tier North American renewable fuels, petroleum refining and nitrogen-based fertilizer company as measured by safe and reliable operations, superior financial performance and profitable growth. CVR Energy's culture is defined by our core Values: *Safety, Environment, Integrity, Corporate Citizenship and Continuous Improvement*. The efforts of our employees in support of this Mission are guided each and every day by these core Values as we strive to achieve excellence for all of our key stakeholders – employees, communities and stockholders. See "Management's Discussion and Analysis" Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of this Report for further discussion on our Mission and core Values.

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December 31, 2024 | 24

#### Workforce Profile

As of December 31, 2023 December 31, 2024, CVR Energy and its subsidiaries had 1,566 1,595 employees, all of which are located in the United States. Of these, 620 614 employees are covered by collective bargaining agreements.

#### Safety & Health

We are committed to providing a safe and healthy workplace and striving to protect our employees, contractors and communities. We accomplish this through compliance with applicable workplace safety and environmental laws and regulations, seeking employee input, learning from any events, and maintaining comprehensive audit and training programs and emergency response and disaster recovery plans. To assess our safety performance, we monitor workplace injuries, process safety incidents, and environmental events, and perform compliance audits and risk assessments. We believe these efforts reinforce our safety culture; promote a safe workplace, accountability, and stronger community relations; help safeguard against complacency; and ultimately, enhance our safety performance and help us manage risk and reduce impact to personal health and safety and the environment.

## **Compensation & Benefits**

We believe that our future success largely depends upon our continued ability to attract and retain highly skilled employees. We are committed to providing wages and benefits that are competitive with a market-based, pay-for-performance compensation philosophy. Our performance bonus program is an important component of our compensation program, rewarding high-performing employees for our performance against pre-defined safety and health, operational reliability, and financial measures. Senior employees may also receive long-term incentive awards that currently vest ratably over a three-year period, subject to the terms and conditions of the applicable award agreement, aligning employee compensation with the interests of our shareholders and promoting employee retention. We provide paid time off and paid holidays, a 401(k) Company match program, life insurance, health savings and dependent care flexible spending accounts, and an employee assistance program. In furtherance of our core Value of Continuous Improvement, we also offer programs for tuition reimbursement and dependent scholarships. We offer a remote work policy to provide eligible employees with the flexibility that is key to a work-life balance. We encourage all employees to live our core Value of corporate citizenship by making a positive impact in our communities by taking advantage of our volunteerism policy pursuant to which eligible employees are provided paid time off from work to volunteer at 501(c)(3) non-profit entities.

## **Talent Management**

We believe our competitive compensation and benefit plans allow us to attract and retain talented employees. Our recruiting strategy focuses on ensuring our hiring practices are free from bias for or against any individual or group of candidates. We continue to build upon our inclusive culture by expanding our recruitment efforts to include veteran recruitment and apprenticeship programs, recruiting interns at diverse colleges, and promoting diverse representation within our workforce. In support of the personal development of our employees and our goal of employing and retaining effective and dynamic leaders, we provide in-person supervisor training to managers at all levels led by our executives, which focuses on a combination of business and leadership strategies, including coaching and performance management, goal setting, critical thinking, effective communication and listening, development and succession planning, delegation techniques, and legal aspects of leadership, among other topics. We hold supervisor training program refresher sessions, at least quarterly, to reinforce topics covered in the in-person sessions, as well as to cover new topics including accountability, team building and other leadership skills and topics.

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December 31, 2023 | 23

## **Diversity & Inclusion**

We are an equal opportunity employer and strive to maintain a diverse and inclusive work environment free from harassment and discrimination regardless of race, religion, color, age, gender, disability, minority, sexual orientation, or any other protected class. Our recruiting efforts that include focus on veteran and diverse college populations, support our diverse and inclusive environment, as do the activities of our Diversity & Inclusion Committee. We provide diversity and inclusion training that includes focus on covers, among other topics, unconscious bias where employees learn to recognize and address the effects thereof by encouraging diversity of experience and opinion. Our Code of Ethics and Business Conduct and our anti-discrimination and harassment policies also help us maintain a work environment where individuals are treated with respect and dignity, and where diversity of thought and perspective is valued.

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December 31, 2024 | 25

## **Available Information**

Our website address is [www.CVREnergy.com](http://www.CVREnergy.com). Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports, filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge through our website under "Investor Relations", as soon as reasonably practicable after the electronic filing or furnishing of these reports is made with the Securities and Exchange Commission (the "SEC") at [www.sec.gov](http://www.sec.gov). In addition, our Corporate Governance Guidelines, Codes of Ethics and Business Conduct, and the charters of the Audit Committee, the Nominating and Corporate Governance Committee, the Compensation Committee, and the Environmental, Health and Safety Committee of the Company's Board of Directors (the "Board") are available on our website. These guidelines, policies, and charters are also available in print without charge to any stockholder requesting them. Information on our website is not a part of, and is not incorporated into, this Report or any other report we may file with or furnish to the SEC, whether before or after the date of this Report and irrespective of any general incorporation language therein.

## Item 1A. Risk Factors

### Risk Factors

*The following risks should be considered together with the other information contained in this Report and all of the information set forth in our filings with the SEC. If any of the following risks or uncertainties develops into actual events, our petroleum and/or nitrogen fertilizer businesses, financial conditions, or results of operations could be materially adversely affected. References to "CVR Energy", the "Company", "we", "us", and "our" may refer to consolidated subsidiaries of CVR Energy, including CVR Partners, as the context may require.*

#### Risks Related to Our Entire Business

***Our businesses are, and commodity prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows.***

Our Petroleum Segment's financial results are primarily affected by margin between refined product prices and prices for crude oil and other feedstocks. Historically, refining margins have been volatile and vary by region, and we believe they will continue to be volatile in the future. We do not produce crude oil and must purchase all of the crude oil we refine long before we refine it and sell the refined products to our customers. Price level changes during the period between purchasing feedstocks and selling the refined products from these feedstocks could have a significant effect on our financial results. The Market prices for these and other commodities depend upon a wide range of factors beyond our control, including regional and global supply of and demand for crude oil, gasoline, diesel, and other feedstocks and refined products, which supply and demand is subject to volatility based on, among other things, the availability and quantity of imports, the capacity and production levels of U.S. and foreign refineries and suppliers, levels of refined petroleum product inventories and the availability of petroleum alternatives, productivity and growth (or the lack thereof) of U.S. and global economies, U.S. foreign trade policy and relationships with foreign governments, political affairs, and the extent of governmental regulation, including executive orders. A decline in market prices of these feedstocks and refined products may negatively impact the carrying value of our inventories. In addition, the profitability of our Petroleum Segment is also subject to our ability to purchase crude oil at a discount to benchmark crude oils, such as WTI. Crude oil differentials can fluctuate significantly based upon overall economic and crude oil market conditions. Adverse changes in crude oil differentials can adversely impact our refining margins, earnings and cash flows. Further, the Petroleum Segment's purchases of crude oil, although based on WTI prices, have historically been at a discount to WTI because of the proximity of the Refineries to the sources, existing logistics infrastructure, and quality differences. Any changes to these factors could result in a reduction of the discount to WTI and may result in a reduction of the Petroleum Segment's cost advantage.

For example, as described further below, volatile commodity pricing and higher industry utilization and oversupply have had an unfavorable impact on our petroleum business and have negatively impacted our cash from operating activities and liquidity. As a result, in October 2024, the Board elected to suspend payment of the cash dividend, defer new growth capital spending, and reduce certain expected capital expenditures. Refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" of this Report for further discussion of our liquidity.

December 31, 2024 | 26

Additionally, our Renewables Segment is exposed to fluctuations in the prices of Vegetable oils and other feedstocks and renewable fuels, which are affected by numerous factors, such as Vegetable oil production capacity, system inventory, local and regional market conditions, inflation, and the operating levels of other facilities. Widespread expansion or upgrades of third-party facilities, price volatility, international political and economic developments, and other factors are likely to continue to play an important role in renewable fuel industry economics. These factors can impact, among other things, inventory levels in the market, resulting in renewable fuels price and product margin volatility.

Our Nitrogen Fertilizer Segment is exposed to fluctuations in nitrogen fertilizer demand in the agricultural industry. These fluctuations historically have had, and could in the future have, significant effects on prices across all nitrogen fertilizer products and, in turn, our results of operations, financial condition and cash flows. Nitrogen fertilizer products are commodities, the price of which can be highly volatile. A decrease in nitrogen fertilizer prices could have a material adverse effect on our business, cash flow, and ability to make distributions. The prices of nitrogen fertilizer products depend on a number of factors, including general economic conditions, cyclical trends in end-user markets, supply and demand imbalances, governmental policies, and weather conditions, which have a greater relevance because of the seasonal nature of fertilizer application. If seasonal demand exceeds the projections on which we base our production levels, customers may acquire nitrogen fertilizer products from competitors, and

our profitability may be negatively impacted. If seasonal demand is less than expected, we may be left with excess inventory that will have to be stored or liquidated. Supply is affected by available capacity and operating rates, raw material costs, government policies and global trade.

In addition, the international market for nitrogen fertilizers is influenced by such factors as the relative value of the U.S. dollar and its impact upon the cost of importing nitrogen fertilizers, foreign agricultural policies, the existence of, or changes in, import or foreign currency exchange barriers in certain foreign markets, changes in the hard currency demands of certain countries, and other regulatory policies of foreign governments, as well as the laws and policies of the U.S. affecting foreign trade and investment.

We cannot predict future changes in U.S. policy with respect to foreign trade (including the imposition of trade barriers, tariffs on Canadian and other goods, or economic or trade sanctions, from the new administration or otherwise), including whether existing trade policies will be maintained or modified or whether the entry into new bilateral or multilateral trade agreements will occur, nor can we predict the effects that any such changes would have on our business. Changes in U.S. trade policy have resulted and could again result in reactions from U.S. trading partners, including adopting responsive trade policies which could make it more difficult or costly to obtain feedstocks or market our products. Such changes in U.S. trade policy or in laws and policies governing foreign trade, and any resulting negative sentiments towards the U.S. as a result of such changes, could materially and adversely affect our business, financial condition, results of operations and liquidity.

*Certain developments in the global oil markets have had, and may continue to have, material adverse impacts on the operations, business, financial condition, liquidity, and results of operations of the Company or its customers, suppliers, and other counterparties.*

Although there has been discussions Our business is impacted by events and developments that impact the global markets for oil and other energy products, including, among others, decisions by and disputes among the members of OPEC+ relating to stabilize oil prices, declines setting and maintaining production levels and the impact of non-OPEC+ producers on global supply. Declines in the market prices of crude oil and certain other petroleum products below the carrying cost of such commodities in the Company's inventory have required, and may continue to require, the Company to adjust the value of, and record a loss on, certain inventories, which has had, and may continue to have a negative impact on our operating income; adversely impact our ability to profitably operate our facilities, and our results of operations, such as revenues and cost of sales; could result in significant financial constraints on certain producers from which we acquire our crude oil; and could result in an increased risk that customers, lenders, and other counterparties may be unable to fulfill their obligations in a timely manner, or at all. Further, if general economic conditions continue to remain uncertain for an extended period of time, our liquidity and ability to repay our outstanding debt may be harmed and the trading price of our common stock, which has seen recent volatility, may decline.

**Our petroleum and nitrogen fertilizer businesses are, and commodity prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows.**

Our Petroleum Segment's financial results are primarily affected by margin between refined product prices and prices for crude oil and other feedstocks. Historically, refining margins have been volatile and vary by region, and we believe they will continue to be volatile in the future. Our cost to acquire feedstocks and the price at which we can ultimately sell refined products depend upon several factors beyond our control, including regional and global supply of and demand for crude oil, gasoline, diesel, and other feedstocks and refined products. These in turn depend on, among other things, the availability and quantity of imports, the production levels of U.S. and international suppliers, levels of refined petroleum product inventories, productivity and growth (or the lack thereof) of U.S. and global economies, U.S. relationships with foreign governments, political affairs, and the extent of governmental regulation. Profitability of some of our products, like renewable diesel, are also dependent upon government subsidies including carbon and tax credits, which may be reduced or eliminated.

We do not produce crude oil and must purchase all of the crude oil we refine long before we refine it and sell the refined products to our customers. Price level changes during the period between purchasing feedstocks and selling the refined products from these feedstocks could have a significant effect on our financial results. A decline in market prices of these feedstocks and refined products may negatively impact the carrying value of our inventories. Our Petroleum Segment profitability is also impacted by the ability to purchase crude oil at a discount to benchmark crude oils, such as WTI. Crude oil differentials can fluctuate significantly based upon overall economic and crude oil market conditions. Adverse changes in crude oil differentials can adversely impact our refining margins, earnings and cash flows. In addition, the Petroleum Segment's purchases of crude oil, although based on WTI prices, have historically been at a discount to WTI because of the proximity of the Refineries to the sources, existing logistics infrastructure, and quality differences. Any changes to these factors could result in a reduction of the discount to WTI and may result in a reduction of the Petroleum Segment's cost advantage.

Our Nitrogen Fertilizer Segment is exposed to fluctuations in nitrogen fertilizer demand in the agricultural industry. These fluctuations historically have had, and could in the future have, significant effects on prices across all nitrogen fertilizer products and, in turn, our results of operations, financial condition and cash flows. Nitrogen fertilizer products are commodities, the price of which can be highly volatile. The prices of nitrogen fertilizer products depend on a number of factors, including general economic conditions, cyclical trends in end-user markets, supply and demand imbalances, governmental policies, and weather conditions, which have a greater relevance because of the seasonal nature of fertilizer application. If seasonal demand

December 31, 2023 | 25

exceeds the projections on which we base our production levels, customers may acquire nitrogen fertilizer products from competitors, and our profitability may be negatively impacted. If seasonal demand is less than expected, we may be left with excess inventory that will have to be stored or liquidated.

The international market for nitrogen fertilizers is influenced by such factors as the relative value of the U.S. dollar and its impact upon the cost of importing nitrogen fertilizers, foreign agricultural policies, the existence of, or changes in, import or foreign currency exchange barriers in certain foreign markets, changes in the hard currency demands of certain countries, and other regulatory policies of foreign governments, as well as the laws and policies of the U.S. affecting foreign trade and investment. Supply is affected by available capacity and operating rates, raw material costs, government policies, and global trade. A decrease in nitrogen fertilizer prices would have a material adverse effect on our nitrogen fertilizer business and cash flow, including CVR Partners' ability to make distributions.

**Petroleum and nitrogen fertilizer businesses face intense competition.**

The refining industry is highly competitive with respect to both crude oil and other feedstock supply and refined petroleum product markets. We compete with many companies for available supplies of crude oil and other feedstocks and for sites for our refined petroleum products. Our Petroleum Segment may be unable to compete effectively with competitors within and outside of the industry, which could result in reduced profitability. In contrast to many of our competitors, we do not have a retail

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December 31, 2024 | 27

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business and therefore are dependent upon others for outlets for our refined products, and we do not have arrangements exceeding a twelve-month period for much of our petroleum output and thus cannot offset losses from refining operations with profits from retail operations and may be less able to withstand periods of depressed refining margins or feedstock shortages. Some of our competitors also have materially greater financial and other resources than us and a greater ability to bear the economic risks inherent in our industry. In addition, our Petroleum Segment competes with other industries that provide alternative means to satisfy the energy and fuel requirements of its industrial, commercial, and individual customers. There are presently significant governmental incentives and consumer pressures to increase the use of alternative fuels in the United States. The more successful these alternatives become as a result of governmental incentives or regulations, technological advances, consumer demand, improved pricing, or otherwise, the greater the negative impact on pricing and demand for our products and profitability.

Our **Renewables business** **Renewables Segment** faces competition from other renewable fuel producers. In recent years, there has been an increase in renewable fuel capacity and production as new renewables projects have come online, which impacts the prices at which we are able to sell renewable fuel. With an increase in renewable fuel projects in recent years, we also face competition for renewable feedstocks. The prices at which we sell renewable fuel and buy renewable feedstock are therefore volatile and beyond our control and could adversely affect our renewables margin and results.

Our Nitrogen Fertilizer Segment is subject to intense price competition from both U.S. and foreign sources. With little or no product differentiation, customers make their purchasing decisions principally on the basis of delivered price and availability of the product. Increased global supply or decreases in transportation costs for foreign sources of fertilizer may put downward pressure on fertilizer prices. We compete with a number of U.S. producers and producers in other countries, including state-owned and government-subsidized entities that may have greater total resources and are less dependent on earnings from fertilizer sales, which make them less vulnerable to industry downturns and better positioned to pursue new expansion and development opportunities. In addition, imports of fertilizer from other countries may be unfairly subsidized, as determined by the U.S. Department of Commerce on June 24, 2022 with respect to UAN imports from Russia and Trinidad and Tobago. On July 18, 2022, the U.S. International Trade Commission ultimately voted against imposing import tariffs on UAN from Russia and Trinidad and Tobago and, accordingly, the U.S. Department of Commerce will not issue countervailing duty orders and anti-dumping duty orders on UAN imports from the same countries. An inability to compete successfully could result in a loss of customers, which could adversely affect our sales, profitability, and cash flows, and therefore, have a material adverse effect on our results of operations and financial condition.

For example, as described further below, volatile commodity pricing and higher industry utilization and oversupply have had an unfavorable impact on our business and have negatively impacted our cash from operating activities and liquidity. As a result, in October 2024, the Board elected to suspend payment of the cash dividend, defer new growth capital spending, and reduce certain expected capital expenditures. Refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" of this Report for further discussion of our liquidity.

**Our businesses are geographically concentrated, creating exposure to regional economic downturns and seasonal variations for us or our customers, which may affect our production levels, transportation costs, and inventory and working capital levels.**

Our Refineries are both located in the southern portion of Group 3 of the PADD II region, and we primarily market refined products in a relatively limited geographic area. As a result, our Petroleum Segment is more susceptible to regional economic conditions than the operations of more geographically diversified competitors, and any unforeseen circumstances that affect our

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December 31, 2023 | 26

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operating area could also materially adversely affect our revenues and cash flows. These factors include, among other things, changes in the economy, weather conditions, demographics and population, increased supply of refined products from competitors, and reductions in the supply of crude oil. In addition, if we deliver refined products to customers outside of the region, we may incur considerably higher transportation costs, resulting in lower refining margins, if any.

Our Nitrogen Fertilizer Segment's sales to agricultural customers are concentrated in the Great Plains and Midwest states, and nitrogen fertilizer demand is seasonal. Our quarterly results may vary significantly from one year to the next due to weather-related shifts in planting schedules and purchase patterns. Because we build inventory during low demand periods, the accumulation of inventory to be available for seasonal sales creates significant seasonal working capital and storage capacity requirements. The degree of seasonality can change significantly from year-to-year due to conditions in the agricultural industry and other factors. As a consequence of this seasonality, distributions by our Nitrogen Fertilizer Segment of available cash, if any, may be volatile and may vary quarterly and annually.

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December 31, 2024 | 28

**Public health crises such as the COVID-19 pandemic have had, and may continue to have, adverse impacts on our business, financial condition, results of operations, and liquidity.**

The economic effects from public health crises, such as the COVID-19 pandemic, on our business were and may again be significant. Although there has been a recovery since the onset of the pandemic in March 2020, there continues to be uncertainty and unpredictability about the lingering impacts to the worldwide economy that could negatively affect our business, financial condition, results of operations, and liquidity in future periods. The extent to which the effects of a pandemic and its ongoing effects or other public health crisis may adversely impact our future business, financial, and operating results, and for what duration and magnitude, depends on factors that are continuing to continuously evolve, are difficult to predict and, in many instances, are beyond our control. The ultimate outcome of these and other factors have in the past resulted and may again result in many adverse consequences including, but not limited to, disruption or delays to supply chains for critical equipment or feedstock, inflation, increased interest rates, and increased administrative, compliance, and operational costs. In addition, future pandemics or other public health crises have also resulted and could also result in significant economic disruption and other effects that adversely impact our business, financial condition, results of operations, and liquidity in future periods in ways similar to the COVID-19 pandemic. The adverse impacts of the COVID-19 pandemic had, and the adverse impacts of a future pandemic or other public health crisis may continue to have, the effect of precipitating or heightening many of the other risks described in this section.

**Both the Petroleum and Nitrogen Fertilizer Segments Our segments each depend on significant customers, the loss of which may have a material adverse impact on our results of operations, financial condition and cash flows.**

The Petroleum, Renewables, and Nitrogen Fertilizer Segments both each have a significant concentration of customers. The two largest customers for each of our Petroleum Segment and Nitrogen Fertilizer Segments represented 27% 13% and 14% of its their respective net sales for the year ended December 31, 2023. The December 31, 2024, while the Renewables Segment has two largest customers of the Nitrogen Fertilizer Segment represented that each accounted for approximately 25% 50% of its net sales for the same period. Given the nature of our businesses, and consistent with industry practice, we do not have long-term minimum purchase contracts with our customers. The loss of one or more of these significant customers, or a significant reduction in purchase volume by any of them, for any reason including, but not limited to, a desire to purchase competing products with lower emissions, could have a material adverse effect on our results of operations, financial condition and cash flows.

**If licensed technology were no longer available or able to be licensed economically or at all, our business may be adversely affected.**

We have licensed a combination of patent, trade secret, and other intellectual property rights of third parties for use in our plant operations. If our use of technology on which our operations rely were to be terminated or face infringement claims, licenses to alternative technology may not be available, may only be available on terms that are not commercially reasonable or acceptable, or in the case of infringement may result in substantial costs, all of which could have a material adverse effect on our results of operations, financial condition and cash flows.

In addition, we may identify in the future additional third-party intellectual property that we believe is necessary to our operations. The licensing or acquisition of third-party intellectual property rights is a competitive area, and several companies may pursue strategies to license or acquire third-party intellectual property rights that we may consider attractive or necessary, with the result that such intellectual property may not be available on economic terms or at all. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. Even if such licenses are available, we may be required to pay the licensor substantial royalties based on sales of our products, and such licenses may be non-exclusive, which

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December 31, 2023 | 27

could give our competitors access to the same intellectual property licensed to us. Any of the foregoing could have a material adverse effect on our competitive position, results of operations, financial condition and cash flows.

***Compliance with and changes in environmental laws, rules, and regulations, including those related to climate change and the ongoing “energy transition”, could result in increased operating costs and capital expenditures and changes in demand for the products we produce.***

Our operations are subject to extensive federal, state, and local environmental laws, rules, and regulations relating to the protection of the environment, including those governing the emission or discharge of pollutants into the environment, climate change and the ongoing energy transition, product use and specifications, and the generation, treatment, storage, transportation, disposal, and remediation of solid and hazardous wastes. Violations of applicable environmental laws, rules, and regulations or of the conditions of permits issued thereunder can result in substantial penalties, injunctive orders compelling installation of additional controls or other injunctive relief, civil and criminal sanctions, operating restrictions, permit revocations, and/or facility shutdowns, which may have a material adverse effect on our ability to operate our facilities and accordingly our financial performance.

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December 31, 2024 | 29

In addition, new environmental laws, rules, and regulations, including as a result of climate change and the ongoing energy transition efforts, new interpretations of existing laws, rules, and regulations, including as a result of the change in U.S. presidential administration, or increased governmental enforcement of laws, rules, and regulations, could require us to make additional unforeseen expenditures. It is unclear the impact the Biden Administration will have on the laws and regulations applicable to us, however, measures to address climate change and reduce GHG emissions (including carbon dioxide, methane, and nitrous oxides) are in various phases of discussion or implementation and could affect our operations by requiring increased operating and capital costs and/or increasing taxes on GHG emissions.

More aggressive efforts by governments and non-governmental organizations to put in place laws requiring or otherwise driving reductions in GHG emissions appear likely and any such future laws and regulations could result in increased compliance costs or additional operating restrictions applicable to our customers and/or us, and any increase in the prices of refined products resulting from such increased costs, GHG cap-and-trade programs or taxes on GHGs, could result in reduced demand for our refined petroleum products. For example, in August 2022, President Biden signed into law the Inflation Reduction Act, of 2022 (the “Inflation Reduction Act”), which directs the EPA to impose a charge on methane emissions from certain petroleum system facilities and could have an indirect impact on demand for the goods and services of our Petroleum Segment. On January 26, 2024, the EPA issued a proposed rule to implement the methane emissions reduction program. Public comments Following a public comment period that ended March 11, 2024, the EPA announced the final rule on the proposal are due March 11, 2024 November 12, 2024, which took effect on January 17, 2025. Our business could also be impacted by governmental initiatives to incentivize the conservation of energy or the use of alternative energy sources. For example, there have been a number of U.S. federal and state rulemakings encouraging or mandating electric vehicles or alternative fuel vehicles. These initiatives to reduce energy consumption or incentivize a shift away from fossil fuels could reduce demand for hydrocarbons, thereby reducing demand for the products of our Petroleum Segment, and adversely impact our business, financial condition, results of operations and cash flows.

There is also In 2024, there was an increased agency interest in polyfluoroalkyl substances or PFAS. In September 2022, Although not yet finalized, in February 2024, the EPA proposed changes to the RCRA regulations by adding nine PFAS compounds to its list of “hazardous constituents.” In April 2024, EPA finalized a rule to designate two PFAS compounds as hazardous substances. If “hazardous substances” under CERCLA. Industry and environmental groups have challenged the final CERCLA rule in the United States District Court for the District of Columbia, and while that case is still ongoing, in February 2025, the EPA requested that the court hold the case in abeyance for sixty days to allow agency leadership review and the court has not yet ruled on that motion. In addition, in April 2024, the EPA released a memorandum providing direction on the EPA’s enforcement discretion under CERCLA in matters involving PFAS. The EPA’s request to stay the April 2024 PFAS Rule, and the withdrawal of a June 2024 draft proposal (that would likely not apply to us) setting PFAS effluent limits for the chemical manufacturing sector, among other indicators, suggest that the January 2025 change in the presidential administration could impact the EPA’s level of interest in the regulation of PFAS and that PFAS regulation and enforcement will be less of a priority for the EPA in 2025. Nevertheless, to the extent these new PFAS compounds are remain designated as hazardous substances, the EPA and states could have the ability to order remediation of those compounds and cost recovery at clean-up sites. The EPA and states could also have the authority to reopen closed sites which are shown to be impacted by these PFAS compounds. This could lead to increased monitoring obligations, costs and potential liability related thereto. If we are unable to maintain sales of our products at a price that reflects such increased costs, or could those costs result in reduced demand for our fertilizer and hydrocarbon products, there could be a material adverse effect on our business, financial condition and results of operations.

Under the new Trump Administration the White House issued EO 14154 titled “Unleashing American Energy” that seeks to establish American energy dominance through, among other actions, purported revocation of certain executive and regulatory actions taken under the prior U.S. presidential administration, abolishment of certain offices such as the American Climate Corps and the Interagency Working Group on the Social Cost of Greenhouse Gases and other actions including, for example, directives to revise permitting processes, promote domestic mining and energy production and eliminate the “electric vehicle mandate” by ensuring a level regulatory playing field for gasoline-powered automobiles and eliminating subsidies or other incentives for purchasing electric vehicles (EVs). Also on January 20, 2025, the White House issued EO 14162, “Putting America First in International Environmental Agreements”, directing the United States’ withdrawal from the Paris Agreement under the

United Nations Framework Convention on Climate Change. It is unclear the impact the Trump Administration and these EO<sup>s</sup> and others will have on the laws, rules, and regulations applicable to us or on our operations, and we cannot predict future developments related thereto.

**Our facilities face significant risks due to physical damage hazards, environmental liability risk exposure, and unplanned or emergency partial or total plant shutdowns which could cause property damage and a material decline in production which may not be fully insured.**

If any of our facilities, logistics assets, or key suppliers sustain a catastrophic loss and operations are shutdown or significantly impaired, it would have a material adverse impact on our operations, financial condition and cash flows. Examples of unforeseen events and circumstances, which may not be within our control, include: (i) major unplanned maintenance requirements; (ii) catastrophic events caused by mechanical breakdown, electrical injury, pressure vessel rupture, explosion,

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December 31, 2024 | 30

contamination, fire, fires, or natural disasters, including floods, windstorms, and other similar events; (iii) labor supply shortages or labor difficulties that result in a work stoppage or slowdown; (iv) cessation or suspension of a plant or specific operations

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December 31, 2023 | 28

dictated by environmental authorities; (v) acts of terrorism, cyberattacks or other deliberate malicious acts; and (vi) an event or incident involving a large clean-up, decontamination, or the imposition of laws and ordinances regulating the cost and schedule of demolition or reconstruction, which can cause significant delays in restoring property to its pre-loss condition. For example, in May 2023, an explosion and resulting on April 28, 2024, a fire occurred at our Wynnewood Refinery, which resulted in injuries to two employees (one of whom subsequently passed away). Operations and equipment commenced at the Wynnewood Refinery were not materially during severe weather and damaged pipe racks and pumps in the area of the naphtha processing units, which damage to the pipe rack impacted by the incident; however, any service to other units. Refer to "Adverse weather conditions or other unforeseen developments could damage our facilities or logistics assets and impair our ability to produce and deliver our products" below and Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Petroleum Segment" of this Report for additional information on this incident. Any similar events in the future or claims related to the Wynnewood Refinery incident thereto could have a significant impact on the Company and its operations, may not be insured, and could be the subject of litigation or an enforcement action, which could result in significant expense to the Company, and which could have a material adverse effect on our results of operations, financial condition and cash flow.

We are insured under casualty, environmental, property, and business interruption insurance policies. The property and business interruption policies insure our real and personal property. These policies are subject to limits, sub-limits, retention (financial and time-based), and deductibles. The application of these and other policy conditions could materially impact insurance recoveries and potentially cause us to assume losses which could impair earnings. There is potential for a common occurrence to impact both our Coffeyville Refinery and Coffeyville Fertilizer Facility, in which case the insurance limits and applicable sub-limits would apply to all damages combined.

There is finite capacity in the commercial insurance industry engaged in underwriting energy industry risk, and factors impacting cost and availability include: (i) losses in our industries, (ii) natural disasters (which could be exacerbated by climate change), (iii) specific losses incurred by us, and (iv) inadequate investment returns earned by the insurance industry. In the future, certain insurance could become unavailable or available only for reduced amounts of coverage or at exorbitant costs. If the supply of commercial insurance is curtailed or if commercial insurance companies decline to underwrite companies in the energy industry, we may not be able to continue our present limits of insurance coverage or obtain sufficient insurance capacity to adequately insure our risks or we may determine that premium costs, in our judgement, do not justify such expenditures and instead increase our self-insurance.

**We could incur significant costs in cleaning up contamination at or associated with our facilities.**

Our businesses handle petroleum and hazardous substances, and as a result, spills, discharges, or other releases of petroleum or hazardous substances into the environment may occur. Past or future spills related to any of our current or former operations and solid or hazardous waste disposal may give rise to liability (including for personal injury and property damage, penalties, strict liability and potential cleanup responsibility) to governmental entities or private parties under federal, state, or local environmental laws, as well as under common law. For example, we could be held strictly liable under CERCLA and similar state statutes for past or future spills without regard to fault or whether our actions were in compliance with the law at the time of the spills, including in connection with contamination associated with our current and former facilities, and facilities to which we transported or arranged for the transportation of wastes or byproducts containing hazardous substances for treatment, storage, or disposal. Such liability could have a material adverse effect on our results of operations, financial condition and cash flows and may not be covered by insurance.

Remedial activities to address known environmental contamination are underway at three of our facilities, including the Coffeyville Refinery, the now-closed Phillipsburg terminal (which operated as a refinery until 1991), and the Wynnewood Refinery. We also have assumed the previous owner's responsibilities under certain administrative orders under RCRA related to contamination at or that originated from the Coffeyville Refinery and the Phillipsburg terminal. We continue to work with the applicable governmental authorities to implement remediation of these three sites on a timely basis. As of December 31, 2023 December 31, 2024, we have established an accrual of approximately \$19 million \$3 million for probable and reasonably estimable obligations associated with environmental matters, approximately \$5 million of which is for remedial activities. matters.

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December 31, 2024 | 31

***Regulations concerning the transportation, storage, and handling of hazardous chemicals and materials could result in higher operating costs.***

Our crude oil gathering division that operates as a motor carrier is subject to regulation by federal and various state agencies and possible regulatory and legislative changes that may affect the economics of the industry. Some of these possible changes include increasingly stringent fuel-economy environmental regulations, limits on vehicle weight and size, and increases to federal, state or local taxes, including taxes on motor fuels, which may increase our costs or adversely impact the recruitment of drivers.

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December 31, 2023 | 29

***Acts of terror or sabotage, threats of war, armed conflict, or war or trade wars may have an adverse impact on our business, our future results of operations and our overall financial performance.***

Acts of sabotage or terrorist attacks (including cyberattacks), threats of war, armed conflict, or war or trade wars, as well as events occurring in response to or in connection with such events may harm our business or have an adverse impact on our future results of operations and financial condition. For example, the conflict between Israel and Hamas, which began in October 2023, and the ongoing Russia-Ukraine war pose poses significant geopolitical risks to global crude oil, fertilizer, and agriculture markets. In addition, despite recent de-escalation and the ongoing ceasefire, the conflict between Israel and Hamas, which began in October 2023, continues to pose similar risks to the global crude oil, fertilizer, and agriculture markets. The threat or imposition of trade restrictions or economic sanctions could lead to further volatility in the price and disruptions in the production and trade of fertilizer, grains, and feedstock. The ultimate outcome of these conflicts, or further escalation or expansion thereof, and any associated market disruptions are difficult to predict and may affect our business, operations, and cash flows in unforeseen ways.

Critical infrastructure such as petroleum refining and chemical manufacturing facilities may be at greater risk of terrorist attacks than other businesses in the United States. As a result, the petroleum and chemical industries are subject to security regulations relating to physical and cyber security, and the costs of compliance therewith may have a material adverse effect on our financial condition. Further, uncertainty surrounding new or continued global hostilities or other sustained military campaigns, sanctions brought by the U.S. and other countries, and the possibility that infrastructure facilities could be direct targets of, or indirect casualties of, an act of terror, armed conflict or war may affect our operations in unpredictable ways, including disruptions of crude oil supplies and markets for refined products. The long-term impacts of terrorist attacks and the threat of future terrorist attacks on the energy transportation industry in general, and on us in particular, are unknown. Increased security measures taken by us as a precaution against possible terrorist attacks or vandalism could result in increased costs to our business. In addition, disruption or significant increases in energy prices could result in government-imposed price controls.

Further, changes in the insurance markets attributable to terrorist attacks, acts of sabotage or cyberattacks could make certain types of insurance more difficult for us to obtain. Moreover, the insurance that may be available to us may be significantly more expensive than our existing insurance coverage. Instability in the financial markets as a result of war, terrorism, sabotage or cyberattack could also affect our ability to raise capital, including our ability to repay or refinance debt.

***Adverse weather conditions or other unforeseen developments could damage our facilities or logistics assets and impair our ability to produce and deliver our refined petroleum or nitrogen fertilizer products.***

The regions in which our facilities are located and in which our customers operate are susceptible to severe storms, including hurricanes, thunderstorms, tornadoes, floods, extended periods of rain, ice storms, snow, and snow, wildfires, some of which we or our customers have experienced in recent years. Such inclement weather conditions or other unforeseen developments could damage our facilities or logistics assets. If such weather conditions or developments prevail near our facilities or logistics assets, they could interrupt or undermine our ability to produce and transport products or to manage our business. For example, on April 28, 2024, a fire commenced at the Wynnewood Refinery during severe weather. The fire was extinguished shortly after it started, no employees or contractors were injured. The damages

were limited to pipe racks and pumps in the area of the naphtha processing units, which damage to the pipe rack impacted service to other units. During 2024, the Company also experienced weather-related external power outages at both refineries.

If events such as severe storms, including hurricanes, thunderstorms, tornadoes, floods, extended periods of rain, ice storms, snow, and snow wildfires become more intense or more frequent, they could have an adverse effect on our continued operations, as well as the operations of our suppliers and customers. Regional occurrences, such as energy shortages or increases in commodity prices, geological hazards, and natural disasters, could also have a material adverse effect on our business, financial condition and results of operations. The physical effects of adverse weather conditions have the potential to directly affect our operations

December 31, 2024 | 32

and result in increased costs related to our operations. Since climate change may change weather patterns and the severity of weather events, any such changes could consequently materially adversely affect our revenues and cash flows and the demand for our products by our customers. However, because the nature and timing of changes in extreme weather events (such as increased frequency, duration, and severity) are uncertain, it is not possible for us to estimate reliably the future financial risk to our operations caused by these potential physical risks.

**If our access to transportation on which we rely for the supply of our feedstocks and the distribution of our products is interrupted, our inventory and costs may increase and we may be unable to distribute our products efficiently or at all.**

If one of the pipelines on which either of the Refineries relies for supply of crude oil or for distribution of fuel becomes inoperative, the Petroleum Segment would be required to use alternative pipelines or other transportation methods or increase inventory, which could increase its costs and result in lower production levels and profitability. Our Nitrogen Fertilizer business relies on railroad, trucking and barge companies to ship finished products to customers. Factors that could negatively impact transportation availability and have a material adverse effect on our results of operations, financial condition and ability to pay dividends include extreme weather conditions, work stoppages, delays, spills, and derailments, new regulations restricting movements or increasing costs. The limited number of companies available for ammonia transport may also impact the availability of transportation for our Nitrogen Fertilizer Segment's products.

**Any interruption in the supply of natural gas to our Facilities could have a material adverse effect on our results of operations and financial condition.**

December 31, 2023 | Operations at our Facilities depend on the availability of natural gas. We have two agreements for pipeline transportation of natural gas with expiration dates in April 2025. We typically purchase natural gas from third parties on a spot basis and, from time to time, we may enter into fixed-price forward purchase contracts.<sup>30</sup>

Upon expiration of the agreements, we may be unable to extend the service under the terms of the existing agreements or renew the agreements on satisfactory terms, or at all, necessitating construction of a new connection that could be costly and disruptive. Any disruption in the supply of natural gas to our East Dubuque Fertilizer Facility could restrict our ability to continue to make products at the facility and have a material adverse effect on our results of operations and financial condition.

**We may be unable to obtain or renew permits or approvals necessary for our operations, which could inhibit our ability to do business.**

Our businesses hold numerous environmental and other governmental permits and approvals authorizing operations at our facilities and future expansion of our operations is predicated upon the ability to secure necessary approvals therefore. A decision by a government agency to deny or delay issuing a new or renewed material permit or approval, or to revoke or substantially modify an existing permit or approval, could have a material adverse effect on our ability to continue operations and on our financial condition, results of operations and cash flows.

**We are subject to strict laws and regulations regarding employee and process safety, and failure to comply with these laws and regulations could have a material adverse effect on our results of operations, financial condition and profitability.**

We are subject to the requirements of OSHA and comparable state statutes that regulate the protection of the health and safety of workers, the proper design, operation, and maintenance of our equipment, and require us to provide information about hazardous materials used in our operations. Failure to comply with these requirements may result in significant fines or compliance costs, which could have a material adverse effect on our results of operations, financial condition and cash flows.

**Our business may suffer due to the departure of any of our key senior executives or other key employees. Furthermore, a shortage of skilled labor may make it difficult for us to maintain labor productivity.**

Our future performance depends to a significant degree upon our management team and key technical personnel. The loss or unavailability to us of any member of our management team or a key technical employee could significantly harm us. We face competition for these professionals from our competitors, our customers and other companies operating in our industry. To the extent that the services of members of our management team and key technical personnel would be unavailable to us for any

reason, we may be required to hire other personnel to manage and operate our business. We may not be able to locate or employ such qualified personnel on acceptable terms, or at all.

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December 31, 2024 | 33

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Furthermore, our operations require skilled and experienced laborers with proficiency in multiple tasks. A shortage of trained workers due to retirements or otherwise could have an adverse impact on productivity and costs and our ability to expand production in the event here is an increase in the demand for our products and services, which could adversely affect our operations.

*A portion of our workforce is unionized, and we are subject to the risk of labor disputes, slowdowns or strikes, which may disrupt our business and increase our costs.*

As of December 31, 2023 December 31, 2024, approximately 42% 41% and 31% 27% of our Petroleum and Nitrogen Fertilizer Segment employees, respectively, were represented by labor unions under collective bargaining agreements. We may not be able to renegotiate our collective bargaining agreements when they expire on satisfactory terms or at all. A failure to do so may increase our costs. For example, a labor union representing approximately 90 employees at our the East Dubuque Fertilizer Facility went on strike in October 2023, after its collective bargaining agreement expired. While our However, the East Dubuque Fertilizer Facility has been operating continued to operate during the strike, which ended in the event that the strike continues for a long duration, our operations could be negatively affected. See Part II, Item 7, "Company Overview—Other Events" for more information. February 2024; and employees began returning to work in March 2024. In addition, our existing labor agreements may not prevent a strike or work stoppage at any of our facilities in the future, and any work stoppage could negatively affect our results of operations, financial condition and cash flows.

In addition, there continues to be a tight labor market. Increases in remote work opportunities have also amplified the competition for employees and contractors. An inability to recruit, train, and retain adequate personnel, or the loss or departure of personnel with key skills or deep institutional knowledge for whom we are unable to find adequate replacements, may negatively impact our business. Inflation has also caused and may in the future cause increases in employee-related costs, both due to higher wages and other compensation.

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December 31, 2023 | 31

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*We are subject to cybersecurity risks and may experience cyber incidents resulting in disruption or harm to our businesses.*

We depend on internal and third-party information technology systems to manage and support our operations, and we collect, process, and retain sensitive and confidential customer information in the normal course of business. To protect our facilities and systems against and mitigate cyber risk, we have implemented several programs including externally performed cyber risk monitoring, audits and penetration testing and an information security training program, and we completed the implementation of applicable Cybersecurity and Infrastructure Security Agency security standard guidelines in 2023. On an as needed basis, but no less than quarterly, we brief the Audit Committee of the Board on information security matters. Despite these measures (or those we may implement in the future), our facilities and these systems could be vulnerable to security breaches, computer viruses, lost or misplaced data, programming errors, human errors, acts of vandalism, or other events. Moreover, cyberattacks are expected to accelerate on a global basis in both frequency and magnitude as threat actors are becoming increasingly sophisticated in using techniques and tools (including artificial intelligence) that circumvent controls, evade detection and even remove forensic evidence of the infiltration. A breach could also originate from or compromise our customers', vendors', suppliers', or other third-party networks outside of our control that could impact our business and operations, and there can be no assurance that the systems of third parties have been designed to prevent or limit the effects of cyber incidents or attacks, will be sufficient to prevent or detect material consequences arising from such incidents or attacks, or to avoid a material adverse impact. Although we implement controls on third-party connectivity to our systems, we have limited control in ensuring their systems consistently enforce strong cybersecurity controls. Any The advancement and use of artificial intelligence ("AI") also presents both external and internal cybersecurity risks, such as more sophisticated phishing and breach attempts, and the potential for incorrect information generated by AI models to be used for business decisions. We mitigate these risks through comprehensive cybersecurity training, the deployment of cybersecurity monitoring tools, and regular reviews for external cyber threats, as well as by requiring authorization from the IT and Legal Departments for any AI use case. Despite our mitigation efforts, any disruption of these systems or security breach or event resulting in the misappropriation, loss or other unauthorized disclosure of confidential information, whether by us directly or our third-party service providers, could damage our reputation, expose us to the risks of litigation and liability, disrupt our business, or otherwise affect our results of operations.

**Our business is subject to complex and evolving laws, regulations and security standards regarding privacy, cybersecurity and data protection ("data protection laws"). Many of these data protection laws are subject to change and uncertain interpretation, and could result in claims, increased costs of operations, or other harm to our business.**

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December 31, 2024 | 34

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The constantly evolving regulatory and legislative environment surrounding data privacy and protection poses increasingly complex compliance challenges, and complying with such data protection laws could increase the costs and complexity of compliance. While we do not collect significant amounts of personal information from consumers, we do have personal information from our employees, job applicants and some third parties, such as contractors and distributors. Any failure, whether real or perceived, by us to comply with applicable data protection laws could result in proceedings or actions against us by governmental entities or others, subject us to significant fines, penalties, judgments, and negative publicity, require us to change our business practices, increase the costs and complexity of compliance, and adversely affect our business. Our compliance with emerging privacy/security laws, as well as any associated inquiries or investigations or any other government actions related to these laws, may increase our operating costs.

**An increase in inflation could have adverse effects on our results of operations.**

Inflation in the United States increased beginning in the second half of 2021 and continued into the beginning of 2023, due to a substantial increase in money supply, a stimulative fiscal policy, a significant rebound in consumer demand as COVID-19 restrictions were relaxed, the Russia-Ukraine war and worldwide supply chain disruptions resulting from the economic contraction caused by COVID-19 and lockdowns followed by a rapid recovery. According to the Consumer Price Index, inflation rose from 5.4% in June 2021 to 7.0% in December 2021 to 8.2% in September 2022. As of December 2022 and December 2023, annual inflation was at 6.5%, 2.9% and 3.4%, as of December 2024 and 2023, respectively. An increase in inflation rates could negatively affect our profitability and cash flows, due to higher wages, higher operating costs, higher financing costs and/or higher supplier prices. We may be unable to pass along such higher costs to our customers. In addition, inflation may adversely affect our customers' financing costs, cash flows and profitability, which could adversely impact their operations and our ability to offer credit and collect receivables.

**Risks Related to the Petroleum Segment and Renewables Segments**

**If our Petroleum Segment loses the benefit of a crude oil supply agreement or is unable to gather crude oil in the regions in which we operate, our exposure to the risks associated with volatile crude oil prices may increase, crude oil transportation costs could increase and our liquidity may be reduced.**

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December 31, 2023 | 32

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Our Petroleum Segment obtains substantially all of its crude oil supply through crude oil gathering operations in Kansas and Oklahoma or through the crude oil intermediation agreement with Gunvor USA LLC. The agreement, which currently extends through January 31, 2026, minimizes the amount of in-transit inventory and mitigates crude oil pricing risk by ensuring pricing takes place close to the time the crude oil is refined and the yielded products are sold. If we were required to obtain our crude oil supply without the benefit of crude oil located near the Refineries or a supply intermediation agreement, our Petroleum Segment's exposure to crude oil pricing risk may increase, despite any hedging activity in which we engage (such as futures and swaps), crude oil transportation costs could increase and our liquidity could be negatively impacted due to increased inventory, potential need to post letters of credit, and negative impacts of market volatility. There is no assurance that our crude oil gathering operations will remain at current levels or that we will be able to renew or extend the Gunvor agreement beyond January 31, 2026. Crude oil production disruptions could have a material impact on the Petroleum Segment because in such an event, we may be unable to obtain an adequate supply of crude oil, or we may only be able to obtain crude oil at unfavorable prices and we may experience a reduction in liquidity and our results of operations could be materially adversely affected.

**Compliance with the Renewable Fuel Standard ("RFS") could have a material adverse effect on our business, financial condition and results of operations.**

The EPA has promulgated and implemented the RFS pursuant to the Energy Policy Act of 2005 and the EISA, Energy Independence and Security Act. Under the RFS program, a RIN is assigned to each gallon of renewable fuel produced in or imported into the United States. The RFS program sets annual mandates for the volume of renewable fuels (such as ethanol and biodiesel) that must be blended into a refiner's transportation fuels. If a refiner of petroleum-based transportation fuels is unable to

meet its renewable fuel mandate through blending and is not otherwise exempt from compliance, it must purchase RINs in the open market to meet its obligations under the RFS program.

Our Petroleum Segment's obligated-party subsidiaries are exposed to the volatility in the market price of RINs, which can be extreme. We cannot predict the future prices of RINs. RIN prices are dependent upon a variety of factors, including EPA regulations, the availability of RINs for purchase **from third parties or our Renewables Segment**, levels of transportation fuels produced, the mix of the petroleum business' petroleum products, our purchasing as well as the fuel blending performed at the Refineries and downstream terminals, all of which can vary significantly from period to period. RIN prices may also be

December 31, 2024 | 35

impacted by the timing and content of the EPA's actions or inactions relating to the RFS and communications relating thereto, as well as the actions of market participants, such as non-obligated parties. We may also be adversely impacted by the timing by which we purchase RINs, either ratably or at all. Also, we believe WRC, as a small refinery, should be entitled to exemptions from the RFS, and we may carry a RIN deficit while we pursue such exemptions in court. The accounting treatment of such deficit may change over time and in response to court rulings. If sufficient RINs are unavailable for purchase, if the Petroleum Segment has to pay a significantly higher price for RINs, if our legal actions relating to WRC's small refinery exemptions are not decided in our favor, or if our obligated-party subsidiaries are otherwise unable to meet the EPA's RFS mandates or is unable to participate in programs or receive exemptions relieving compliance with RFS obligations, our business, financial condition and results of operations could be materially adversely affected.

***Changes in our credit profile may affect our relationship with our suppliers, which could have a material adverse effect on our liquidity and ability to operate the Refineries at full capacity.***

Changes in our credit profile may affect the way crude oil suppliers view our ability to make payments and may induce them to shorten the payment terms for purchases or require us to post security. For example, our corporate credit ratings were downgraded in the second half of 2024 and further downgrades to our corporate credit ratings could be seen as a significant change to our credit profile by our crude oil suppliers. Given the large dollar amounts and volume of our crude oil and other feedstock purchases, a burdensome change in payment terms may have a material adverse effect on liquidity and our ability to make payments to suppliers. This, in turn, could cause us to be unable to operate the Refineries at full capacity. A failure to operate at full capacity could adversely affect our profitability and cash flows.

***The Petroleum Segment's commodity derivative strategy and/or contracts may limit potential gains, exacerbate potential losses, and involve other risks.***

We may enter into both short- and long-term commodity derivatives contracts to mitigate crack spread risk with respect to a portion of expected refined products production. However, hedging arrangements, if we are able to procure them, may fail to fully achieve this objective for a variety of reasons, including its failure to have adequate hedging contracts, if any, in effect at any particular time and the failure of hedging arrangements to produce the anticipated results. Moreover, such transactions may limit our ability to benefit from favorable changes in margins. In addition, our hedging activities may expose us to the risk of financial loss in certain circumstances, including instances in which the volumes of our actual use of crude oil or production of

December 31, 2023 | 33

the applicable refined products is less than the volumes subject to the hedging arrangement; accidents, interruptions in transportation, inclement weather, or other events cause unscheduled shutdowns or otherwise adversely affect a refinery, suppliers, or customers; the counterparties to our futures contracts fail to perform under the contracts; or a sudden, unexpected event materially impacts the commodity or crack spread subject to the hedging arrangement. As a result, our risk mitigation strategy and activities could have a material adverse impact on our financial results and cash flows.

***If we are unable to complete capital projects at their expected costs, in a timely manner or at all, or if the market conditions assumed in project economics deteriorate, our financial condition, results of operations or cash flows could be adversely affected.***

Equipment, even when properly maintained, may require significant capital expenditures and expenses to keep operating at optimum efficiency. Our facilities and equipment have been in operation for many years and may be subject to unscheduled downtime for unanticipated maintenance or repairs that are more frequent than our planned turnaround for facilities and equipment. In addition, our planned turnarounds for facilities and equipment reduce our revenues during the period of time that such assets are not operating and may take longer than anticipated to complete. Delays or cost increases beyond our control related to the engineering and construction of new facilities or improvements and repairs to existing facilities and equipment caused by delays in or denials of permits, disruptions to transportation, labor disagreements resulting in work stoppage, non-performance of vendors, or increases in financing costs, could have a significant impact on our petroleum business. If we are unable to

make up for the delays or to recover the related costs, or if market conditions change, we could materially and adversely affect our financial condition, results of operations or cash flows.

One of the ways we may grow our business is through the conversion or expansion of our existing facilities, such as the conversion of the Wynnewood Refinery's hydrocracker to an RDU, which was completed in 2022, and the conversion of a hydrotreater to renewable diesel service at the Coffeyville Refinery, which were completed in 2022 and 2023, respectively, is currently being evaluated. If we are unable to complete capital projects at their expected costs or in a timely manner, our financial condition, results of operations, or cash flows could be materially and adversely affected. Delays in making required changes or upgrades to our facilities could subject

December 31, 2024 | 36

us to fines or penalties and also affect our ability to supply certain products we make. Moreover, we may construct facilities to capture anticipated future growth in demand for refined products or renewable diesel in a region in which such growth does not materialize, or we may return previously converted equipment to hydrocarbon service based on our expectations concerning market conditions, including but not limited to renewable diesel margins and contractual obligations, and our revenue may not increase immediately upon the expend of funds on a particular project. In addition, the long-term success of our Petroleum Segment depends on our ability to effectively address energy transition matters, which will require that we continue to adapt our existing facilities to potentially changing government requirements, among other things. As a result, new capital investments may not achieve our expected investment return, which could materially and adversely affect our financial position, results of operations or cash flows.

**Investor and market sentiment towards climate change, fossil fuels, GHG emissions, environmental justice, and other Environmental, Social and Governance ("ESG") ESG matters could adversely affect our business, cost of capital, and the price of our common stock and debt securities.**

There have been efforts in recent years aimed at the investment community, including investment advisors, sovereign wealth funds, public pension funds, universities, and other groups, to promote the divestment of securities of companies in the energy industry, as well as to pressure lenders and other financial services companies to limit or curtail activities with companies in the energy industry. As a result, some financial intermediaries, investors, and other capital markets participants have reduced or ceased lending to, or investing in, companies that operate in industries with higher perceived environmental exposure, such as the energy industry. Pension funds at both the United States state and municipal level, as well other countries and jurisdictions across the world, particularly in Europe, have announced plans to divest holdings in companies engaged in fossil fuels activities. If these or similar divestment efforts are continued, the price of our common stock or debt securities, and our ability to access capital markets or to otherwise obtain new investment or financing, may be negatively impacted.

Members Some members of the investment community are also increasing their focus focused on ESG practices and disclosures, including those related to climate change, GHG emissions targets, business resilience under demand-constraint scenarios, and net-zero ambitions in the energy industry in particular, and diversity, equity, and inclusion initiatives, political activities, and governance standards among companies more generally. In addition to voluntary disclosures in response to investor and stakeholder requests, some governments have also proposed or adopted regulations that impose disclosure obligations with respect to various climate change and other ESG matters. As a result, we may face negative publicity, increasing pressure regarding our

December 31, 2023 | 34

ESG practices and disclosures, and demands for ESG-focused engagement commenced by investors, stakeholders, and other interested parties. This could result in higher costs, disruption and diversion of management attention, an increased strain on company resources, and the implementation of certain ESG practices or disclosures that may present a heightened level of legal and regulatory risk, or that threaten our credibility with other investors and stakeholders. Investors, stakeholders, and other interested parties are also increasingly focusing on issues related to environmental justice. This may result in increased scrutiny, protests, and negative publicity with respect to our business and operations, and those of our counterparties, which could in turn result in the cancellation or delay of projects, the revocation of permits, termination of contracts, lawsuits, regulatory action, and policy change that may adversely affect our business strategy, increase our costs, and adversely affect our reputation and performance. For example, in recent years, private litigation has been increasingly initiated against energy companies by local and state agencies and private parties alleging climate change impacts arising from their operations and seeking damages and equitable relief. We cannot reasonably predict whether any such litigation will be initiated against us or, if initiated, what the outcome would be. While we would vehemently defend against any such litigation, we could incur significant costs in such defense and if we failed to prevail and were required to pay significant damages and/or materially alter our business, there could be a material adverse impact on our operations, financial condition or results of operations.

Additionally, members of the investment community may screen companies such as like ours for ESG performance and climate-related practices to limit GHG emissions before investing in our common stock, or debt securities, or lending to us. Credit ratings agencies are also increasingly using ESG as a factor in assigning their ratings, which could impact our cost of capital or access to financing. There has also been an acceleration in investor demand for ESG investing opportunities, and

many some institutional investors have committed to increasing the percentage of their portfolios that are allocated towards ESG-focused investments. As a result, there has been a proliferation of ESG-focused some investment funds and market participants seeking ESG-oriented investment products, have been reallocated with an ESG focus. There has also been an increase in continue to be third-party providers of company ESG ratings and more ESG-focused voting policies among proxy advisory firms, portfolio managers, and institutional investors. Some investors and stakeholders are also increasingly focused on pursuing strategies centered on ESG-related activism. In addition, such Such climate-related trends may activities could lead to decreased demand for fossil fuel-based products that produce significant GHG emissions and increased demand for products that result in lower emissions than fossil fuel-based products, and our business could be adversely affected.

If we are unable to meet the ESG standards or investment, lending, ratings, or voting criteria and policies set by these parties, we may lose investors, investors may allocate a portion of their capital away from us, we may become a target for ESG-focused ESG-

December 31, 2024 | 37

focused activism, our cost of capital may increase, the price of our securities may be negatively impacted, and our reputation may also be negatively affected.

#### ***Our Renewables Segment is highly dependent on government credits, resulting in uncertainty and volatility.***

Current market prices for renewable feedstocks are higher than the prices for renewable fuels. As a result, profitability in the Renewables Segment is highly dependent on the prices of government credits generated through the production of renewable fuels, particularly RINs prices, LCFS credit prices, and the BTC. RINs prices are mainly influenced by supply and demand dynamics, with the demand being heavily impacted by the annual Renewable Volume Obligation levels established by the EPA. The \$1 per gallon BTC expired on December 31, 2024, and its intended replacement, the Clean Fuels Production Credit, has not yet been finalized. With the loss of the BTC there could be additional volatility in pricing for renewable fuels feedstocks, as well as in prices of other credits generated by renewable fuels production, particularly RINs prices and LCFS credit prices. Without sufficient government support to stabilize prices for credits generated by renewable fuels production, our Renewables Segment may not be able to generate profits.

#### ***Tariffs and bans on renewable feedstocks could result in supply restriction and feedstock pricing volatility.***

Although the PTC guidelines have not yet been finalized, one of the proposed measures would exclude certain imported renewable feedstocks from being eligible to claim the credit. In addition, tariffs imposed by the new Presidential Administration could impact the pricing and availability of imported renewable feedstocks into the United States. Reduced supplies of imported feedstocks due to tariff restrictions or producers' inability to claim credits could result in increased demand for domestic feedstocks. Increased demand for domestic feedstocks could reduce available supplies and increase feedstock pricing, which in turn could negatively impact the profitability of our Renewables Segment.

#### ***Our renewables customer base is dependent on some environmental credits only available in certain states, thereby limiting our customer pool.***

One of the components of our Renewables Segment's gross margin and profitability is LCFS credits generated by selling our product to customers who ship it to California. While several other states offer similar credit programs, such as Oregon and Washington, the California market is significantly larger due to the greater population and fuel demand in the state. As a result, most of the renewable diesel produced in the U.S. is shipped to California, which has significantly increased the amount of LCFS credits generated in the state and negatively impacted the pricing for those credits. Renewable diesel and biodiesel sales as a percentage of total diesel sales in California reached 70% in 2024. Without a wider adoption of LCFS programs in larger states, the customer pool will likely remain limited to states that currently offer LCFS programs.

#### ***Potential Renewables Projects at the Refineries could impact the operations and/or profitability of our Renewables Segment.***

Two projects that we have evaluated for the Renewables Segment are the potential conversion of the Wynnewood RDU to produce sustainable aviation fuel ("SAF"), and the potential construction of a new renewable diesel or SAF project at our Coffeyville Refinery. If we were to proceed with these potential projects, there is no guarantee that operating performance or expected profitability, including that associated with SAF production, will meet expectations. Moreover, such potential projects could involve the formation of a joint venture, reliance on capital from joint venture partners to fund the project, or the contribution of some of our assets, such as the RDU, to any potential joint venture. Such actions could reduce the benefits that our Petroleum Segment receives from the RINs generated by the Wynnewood RDU, could fail to produce expected returns, and could otherwise negatively impact the operations and profitability of our Renewables Segment.

#### **Risks Related to the Nitrogen Fertilizer Segment**

***Any decline in U.S. agricultural production or limitations on the use of nitrogen fertilizer for agricultural purposes could have a material adverse effect on the sales, and on our results of operations, financial condition and cash flows.***

Conditions in the U.S. agricultural industry significantly impact our operating results. The U.S. agricultural industry can be affected by a number of factors, including weather patterns and field conditions, current and projected grain inventories and prices, domestic and international population changes, demand for U.S. agricultural

could affect future corn-based ethanol demand and production, including the RFS program. Developments in crop technology could also reduce the use of chemical fertilizers and adversely affect the demand for nitrogen fertilizer. All of the foregoing could have a material adverse effect on our results of operations, financial condition and cash flows.

***Failure by our Coffeyville Refinery or other third parties to continue to supply our Coffeyville Fertilizer Facility with pet coke could negatively impact the Nitrogen Fertilizer Segment's results of operations.***

Unlike our competitors, whose primary costs are related to the purchase of natural gas and whose costs are therefore largely variable, our Coffeyville Fertilizer Facility uses a pet coke gasification process to produce nitrogen fertilizer. Our profitability is directly affected by the price and availability of pet coke obtained from our Coffeyville Refinery under the Coffeyville MSA. Our Coffeyville Fertilizer Facility obtained 43% 46% of its pet coke from our Coffeyville Refinery in 2023, 2024. Should our Coffeyville Refinery fail to perform in accordance with the existing agreement or to the extent pet coke from the Coffeyville Refinery is insufficient, we would need to purchase pet coke from third parties on the open market, which could negatively impact our results of operations to the extent third-party pet coke is unavailable or available only at higher prices. Currently, we purchase

100% of the pet coke our Coffeyville Refinery produces. However, we are still required to procure additional pet coke at fixed prices from third parties to maintain our production rates. We have contracts for 330,000 280,000 tons of third-party supply of pet coke through December 2024, 2025.

***The market for natural gas has been volatile, and fluctuations in natural gas prices could affect our competitive position.***

Low natural gas prices benefit our competitors that rely on natural gas as their primary feedstock and disproportionately impact our operations at our Coffeyville Fertilizer Facility by making us less competitive with natural gas-based nitrogen fertilizer manufacturers. Low natural gas prices could result in nitrogen fertilizer pricing reductions and impair the ability of the Coffeyville Fertilizer Facility to compete with other nitrogen fertilizer producers who use natural gas as their primary feedstock, which, therefore, would have a material adverse impact on our results of operations, financial condition and ability to pay dividends.

The East Dubuque Fertilizer Facility uses natural gas as its primary feedstock, and as such, the profitability of operating the East Dubuque Fertilizer Facility is significantly dependent on the cost of natural gas. An increase in natural gas prices, without a corresponding increase to nitrogen fertilizer pricing, could make the East Dubuque Fertilizer Facility less competitive with producers who do not use natural gas as their primary feedstock. In addition, an increase in natural gas prices in the United States relative to prices of natural gas paid by foreign nitrogen fertilizer producers may negatively affect our competitive position in the corn belt, and such changes could have a material adverse effect on our results of operations, financial condition, and cash flows.

***Any interruption Our nitrogen fertilizer business depends in the supply of natural gas to our East Dubuque Fertilizer Facility could have a material adverse effect on our results of operations and financial condition.***

Operations at our East Dubuque Fertilizer Facility depend on the availability of natural gas. We have two agreements for pipeline transportation of natural gas with expiration dates in 2025. We typically purchase natural gas from third parties on a spot basis and, from time to time, may enter into fixed-price forward purchase contracts. Upon expiration of the agreements, we may be unable to extend the service under the terms of the existing agreements or renew the agreements on satisfactory terms, or at all, necessitating construction of a new connection that could be costly and disruptive. Any disruption in the supply of natural gas to our East Dubuque Fertilizer Facility could restrict our ability to continue to make products at the facility and have a material adverse effect on our results of operations and financial condition.

***Our operations are dependent large part on third-party suppliers, which could have a material adverse effect on our results of operations, financial condition and cash flows.***

Operations of our Coffeyville Fertilizer Facility depend Our nitrogen fertilizer business depends in large part on the performance of third-party suppliers, including such as the adjacent third-party air separation plant and a third-party electric supplier. Our East Dubuque Fertilizer Facility operations also depend in large part on the performance of third-party suppliers, including for the purchase of electricity. Should these, or any of our other third-party suppliers fail to perform in accordance with

existing contractual arrangements, or should we otherwise lose the service of any third-party suppliers, our operations (or a portion thereof) could be forced to halt. Alternative sources of supply could be difficult to obtain. Any shutdown of our operations (or a portion thereof), even for a limited period, could have a material adverse effect on our results of operations, financial condition and ability to pay dividends.

***Any liability for accidents involving ammonia or other products we produce or transport that cause severe damage to property or injury to the environment and human health could have a material adverse effect on our results of operations, financial condition and ability to pay dividends.***

Our business manufactures, processes, stores, handles, distributes and transports ammonia, which can be very volatile and extremely hazardous. Major accidents or releases involving ammonia could cause severe damage or injury to property, the environment, and human health, as well as a possible disruption of supplies and markets. Such an event could result in civil lawsuits, fines, penalties and regulatory enforcement proceedings, all of which could lead to significant liabilities. Any damage or injury to persons, equipment or property or other disruption of our ability to produce or distribute products could result in a

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December 31, 2024 | 39

significant decrease in operating revenues and significant additional costs to replace or repair and insure our assets, which could have a material adverse effect on our results of operations, financial condition and ability to pay dividends.

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December 31, 2023 | 36

In addition, we may incur significant losses or increased costs relating to the operation of railcars used for the purpose of carrying various products, including ammonia. Due to the dangerous and potentially hazardous nature of the cargo we carry, in particular ammonia, a railcar accident may result in fires, explosions, and releases of material which could lead to sudden, severe damage or injury to property, the environment, and human health. In the event of contamination, under environmental law, we may be held responsible even if we are not at fault, and we complied with the laws and regulations in effect at the time of the accident. Litigation arising from accidents involving ammonia and other products we produce or transport may result in us being named as a defendant in lawsuits asserting claims for substantial damages, which could have a material adverse effect on our results of operations, financial condition and ability to pay dividends.

#### **Risks Related to Our Capital Structure**

***Instability and volatility in the capital, credit, and commodity markets in the global economy could negatively impact our business, financial condition, results of operations and cash flows.***

Our business, financial condition and results of operations could be negatively impacted by difficult conditions and volatility in the capital, credit, and commodities markets and in the global economy. For example, there can be no assurance that funds under our credit facilities will be available or sufficient, and in such a case, we may not be able to successfully obtain additional financing on favorable terms, or at all; market volatility could exert downward pressure on the price of CVR Partners' common units, which may make it more difficult for us to raise additional capital and thereby limit its ability to grow, which could in turn cause CVR Energy's stock and/or CVR Partners' unit price to drop; or customers experiencing financial difficulties may fail to meet their financial obligations when due because of bankruptcy, lack of liquidity, operational failure, or other reasons could result in decreased sales and earnings for us.

***Our indebtedness may increase and affect our ability to operate our businesses, and have a material adverse effect on our financial flexibility, financial condition and results of operations.***

Although existing credit facilities contain restrictions on the occurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, additional indebtedness incurred in compliance with these restrictions could be substantial and secured. The level of indebtedness could have important consequences, including the following: (i) limiting our ability to obtain additional financing to fund working capital needs, capital expenditures, debt service requirements, acquisitions, general corporate, or other purposes; (ii) requiring us to utilize a significant portion of cash flows to service indebtedness, thereby reducing our funds available for operations, future business opportunities, and distributions to us and public common unitholders of CVR Partners; (iii) limiting our ability to use operating cash flow in other areas of our business because we must dedicate a substantial portion of these funds to service debt; (iv) limiting our ability to compete with other companies who are not as highly leveraged, as we may be less capable of responding to adverse economic and industry conditions; (v) limiting our ability to make certain payments on debt that is subordinated or secured on a junior basis; (vi) restricting the way in which we conduct business because of financial and operating covenants, including regarding borrowing additional funds, disposing of assets, and in the case of certain indebtedness of subsidiaries, restricting

the ability of subsidiaries to pay dividends or make distributions; (vii) limiting our ability to enter into certain transactions with our affiliates; (viii) limiting our ability to designate our subsidiaries as unrestricted subsidiaries; (ix) exposing us to potential events of default (if not cured or waived) under financial and operating covenants contained in their or their respective subsidiaries' debt instruments; (x) increasing our vulnerability to general adverse economic and industry conditions or adverse pricing of products; (xi) increasing the likelihood for a reduction in the borrowing base under the CVR Energy's Amended and Restated ABL Credit Facility (the "CVR Energy ABL Credit Facility" "ABL"), which certain subsidiaries of the Company are parties to, following a periodic redetermination could require us to repay a portion of our then-outstanding bank borrowings; and (xii) limiting our ability to react to changing market conditions in our industries and in respective customers' industries.

***Covenants in our debt agreements could limit our ability to incur additional indebtedness and engage in certain transactions, as well as limit operational flexibility, which could adversely affect our liquidity and ability to pursue our business strategies.***

Our debt facilities and instruments contain, and any instruments governing future indebtedness would likely contain, a number of covenants that impose significant operating and financial restrictions on us and our subsidiaries and may limit our

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December 31, 2024 | 40

ability to engage in acts that may be in our long-term best interest, including restrictions on the ability, among other things, to: incur, assume, or guarantee additional indebtedness or issue redeemable or preferred stock; pay dividends or distributions in respect of equity securities or make other restricted payments; prepay, redeem, or repurchase certain debt; enter into agreements

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December 31, 2023 | 37

that restrict distributions from restricted subsidiaries; make certain payments on debt that is subordinated or secured on a junior basis; make certain investments; sell or otherwise dispose of assets, including capital stock of subsidiaries; create liens on certain assets; consolidate, merge, sell, or otherwise dispose of all or substantially all assets; enter into certain transactions with affiliates; and designate subsidiaries as unrestricted subsidiaries.

Any of these restrictions could limit our ability to plan for or react to market conditions and could otherwise restrict operating activities. Any failure to comply with these covenants could result in a default under existing debt facilities and instruments. Upon a default, unless waived, the lenders under such debt facilities and instruments would have all remedies available to a secured lender and could elect to terminate their commitments, cease making further loans, institute foreclosure proceedings against assets, and force bankruptcy or liquidation, subject to any applicable intercreditor agreements. In addition, a default under existing debt facilities and instruments would trigger a cross default under other agreements and could trigger a cross default under the agreements governing future indebtedness. Our operating segments' results may not be sufficient to service existing indebtedness or to fund other expenditures, and we may not be able to obtain financing to meet these requirements.

***We may not be able to generate sufficient cash to service existing indebtedness and may be forced to take other actions to satisfy debt obligations that may not be successful.***

Our ability to satisfy existing debt obligations will depend upon, among other things: future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory, and other factors, many of which are beyond our control; future ability to borrow under the CVR Energy ABL Credit Facility and the CVR Partners' ABL Credit Facility, the availability of which depends on, among other things, complying with the covenants in the applicable facility; facility and with covenants in our new term loan facility in the amount of \$325 million (the "Term Loan"); and future ability to obtain other financing.

During the second half of 2024, certain external factors such as volatile commodity pricing, higher industry utilization and oversupply had an unfavorable impact on our business, especially on our Petroleum Segment, and negatively impacted cash from operations, our primary source of liquidity. The fire incident at the Wynnewood Refinery in the second quarter of 2024 and weather-related external power outages at both refineries in the third quarter of 2024 also contributed to the negative impact on our cash from operations during the second half of 2024, as further discussed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" of this Report. We cannot offer any assurance that our businesses will generate sufficient cash flow from operations, or that we will be able to draw under our credit facilities or from other sources of financing, in an amount sufficient to fund respective liquidity needs. In addition, our board of directors Board may in the future elect to pursue other strategic options, including acquisitions of other businesses or asset purchases, which would reduce cash available to service our debt obligations.

If cash flows and capital resources are insufficient to service existing indebtedness, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital, restructure or refinance existing indebtedness, or seek bankruptcy protection. These alternative measures may not be successful and may not permit the

meeting of scheduled debt service and other obligations. Our ability to restructure or refinance debt will depend on the condition of the capital markets and our financial condition, including that of our **operating** segments, at such time. Any refinancing of existing debt could be at higher interest rates and may require compliance with more onerous covenants, which could further restrict business operations.

The borrowings under our credit facilities bear interest at variable rates and other debt we or they incur could likewise be variable-rate debt. If market interest rates increase, variable-rate debt will create higher debt service requirements, which could adversely affect our cash flow and/or distributions to us. Although we may enter into agreements limiting exposure to higher interest rates, any such agreements may not offer complete protection from this risk.

***We are authorized to issue up to a total of 350 million shares of our common stock and 50 million shares of preferred stock, potentially diluting equity ownership of current holders and the share price of our common stock.***

Our **board of directors** **Board** may authorize us to issue the available authorized shares of common stock or preferred stock without notice to, or further action by, our stockholders, unless stockholder approval is required by law or the rules of the NYSE. The issuance of

December 31, 2024 | 41

additional shares of common stock or preferred stock may significantly dilute the equity ownership of the current holders of our common stock.

***An increase in interest rates will cause our debt service obligations to increase.***

Since March 2022, While the Federal Reserve **has raised** **lowered** its target range for the federal funds rate 100 basis points in the later half of 2024, it previously raised the rate by 525 basis points from March 2022 through January 31, 2024. An **July 2023**. Any subsequent increase in the interest rates associated with our floating rate debt would increase our debt service costs and affect our results of operations and cash flow available for payments of our debt obligations. In addition, an increase in interest rates could adversely affect our future ability to obtain financing or materially increase the cost of any additional financing.

December 31, 2023 | 38

We cannot predict future U.S. fiscal policy, including with respect to interest rates, and adverse changes with respect thereto have resulted and could again result in a material adverse effect on our results of operations, financial condition and cash flows.

#### Risks Related to Our Corporate Structure

***The Company's reorganization of its entities and assets could trigger increased costs, complexity and risks.***

In February 2023, the Company completed the transformation of its business to segregate its renewables business, which included the transfer of assets into multiple newly formed entities and the execution of contractual arrangements among the Company's subsidiaries. Such reorganization could subject the Company to increased costs and operational complexity and other risks. The reorganization may not be successful for many reasons, including but not limited to adverse legal and regulatory developments that may affect particular business lines. Failure to manage risks relating to the reorganization could have a material adverse effect on our results of operations, financial condition and cash flows.

***We are a holding company and depend upon our subsidiaries for our cash flow.***

We are a holding company, and our subsidiaries conduct substantially all of our operations and own substantially all of our assets. Consequently, our cash flow and our ability to meet our obligations or to pay dividends or make other distributions in the future will depend upon the cash flow of our subsidiaries and the payment of funds by our subsidiaries to us in the form of distributions.

***Mr. Carl C. Icahn exerts significant influence over the Company, and his interests or those of IEP or their affiliates may conflict with the interests of the Company's other stockholders.***

As of December 31, 2024, Mr. Carl C. Icahn indirectly **controls** **controlled** approximately 66% of the voting power of our common stock and, by virtue of such stock ownership, is able to control or exert substantial influence over the Company, including the election and appointment of directors; business strategy and policies; mergers or other business combinations; acquisition or disposition of assets; future issuances of common stock, common units, or other securities; occurrence of debt or obtaining other sources of financing; and the payment of dividends on the Company's common stock and distributions on the common units of CVR Partners. The existence of a

controlling stockholder may have the effect of making it difficult for, or may discourage or delay, a third-party from seeking to acquire a majority of the Company's outstanding common stock, which may adversely affect the market price of the Company's common stock. On January 8, 2025, IEP acquired via cash tender offer a total of 878,212 additional shares at a price of \$18.25 per share, increasing his indirect control of CVR Energy's outstanding common stock to approximately 67%. In connection with the tender offer, the Company entered into a Tender Offer Agreement (the "Tender Offer Agreement") among the Company, IEP, Icahn Enterprises Holdings L.P. ("Icahn Enterprises") and Mr. Carl C. Icahn (together with IEP and Icahn Enterprises, the "Icahn Parties"), pursuant to which Icahn Enterprises agreed to commence a tender offer to purchase up to 17,753,322 of the outstanding shares of the Company's common stock, par value \$0.01 per share (collectively, the "TO Shares"), at a price of \$18.25 per TO Share, subject to any required withholding of taxes, net to seller in cash, without interest (the "Offer"). Pursuant to the terms of the Tender Offer Agreement, the Company filed with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 disclosing that a special committee of the Board had determined to express no opinion and remain neutral with respect to the Offer. The foregoing description of the Tender Offer Agreement is qualified in its entirety by reference to the Tender Offer Agreement, which is incorporated by reference as Exhibit 10.45 to this Report and is incorporated herein by reference.

Mr. Icahn's interests may not always be consistent with the Company's interests or with the interests of the Company's other stockholders. Mr. Icahn and entities controlled by him may also pursue acquisitions or business opportunities in industries

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December 31, 2024 | 42

in which we compete, and there is no requirement that any additional business opportunities be presented to us. We also have and may in the future enter into transactions to purchase goods or services with affiliates of Mr. Icahn. To the extent that conflicts of interest may arise between the Company and Mr. Icahn and his affiliates, those conflicts may be resolved in a manner adverse to the Company or its other stockholders.

In addition, in the event of a sale or transfer of some or all of Mr. Icahn's interests in us to an unrelated party or group, a change of control could be deemed to have occurred under the terms of the indenture governing CVR Energy's 5.750% Senior Notes due 2028, under the indenture governing CVR Partners' 6.125% Senior Secured Notes due 2028 and under the indenture governing CVR Energy's 8.500% Senior Notes due 2029, which, in each case, could require the issuers to offer to repurchase all outstanding notes at 101% of their principal amount plus accrued interest to the date of repurchase, and an event of default could be deemed to have occurred under the CVR Energy ABL Credit Facility and under the CVR Partners' ABL Credit Facility, which, in each case, could allow lenders to accelerate indebtedness owed to them. If such an event were to occur, it is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase of notes or repay amounts outstanding under the CVR Energy ABL Credit Facility or the CVR Partners' ABL Credit Facility, if any.

***Our stock price may decline due to sales of shares by Mr. Carl C. Icahn.***

Sales of substantial amounts of the Company's common stock, or the perception that these sales may occur, may adversely affect the price of the Company's common stock and impede its ability to raise capital through the issuance of equity securities in the future. Mr. Icahn could elect in the future to request that the Company file a registration statement to sell shares of the Company's common stock. If Mr. Icahn were to sell a large number of shares into the public markets, Mr. Icahn could cause or if investors perceived that such a sale may occur, the price of the Company's common stock could decline. We cannot predict future fluctuations in our stock price resulting from actions of Mr. Icahn, nor can we control perceptions in the market or investor sentiment with respect to decline, actions Mr. Icahn may or may not take concerning his ownership of our common stock.

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December 31, 2023 | 39

***We are a "controlled company" within the meaning of the NYSE rules and, as a result, qualify for, and are relying on, exemptions from certain corporate governance requirements.***

A company of which more than 50% of the voting power is held by an individual, a group, or another company is a "controlled company" within the meaning of the NYSE rules and may elect not to comply with certain corporate governance requirements of the NYSE, including the requirements that a majority of our board of directors Board consist of independent directors; we have a nominating/corporate governance committee that is composed entirely of independent directors; and we have a compensation committee that is composed entirely of independent directors. We are relying on all of these exemptions as a controlled company. Accordingly, our stockholders may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the NYSE. In addition, CVR Partners is relying on exemptions from the same NYSE corporate governance requirements described above.

**We have various mechanisms in place to discourage takeover attempts, which may reduce or eliminate our stockholders' ability to sell their shares for a premium in a change of control transaction.**

Various provisions of our amended certificate of incorporation and second amended and restated bylaws and of Delaware corporate law may discourage, delay, or prevent a change in control or takeover attempt of our Company by a third-party. Public stockholders who might desire to participate in such a transaction may not have the opportunity to do so. These anti-takeover provisions could substantially impede the ability of public stockholders to benefit from a change of control or change in our management and **board of directors**. **Board**. These provisions include preferred stock that could be issued by our **board of directors** **Board** to make it more difficult for a third-party to acquire, or to discourage a third-party from acquiring, a majority of our outstanding voting stock; limitations on the ability of stockholders to call special meetings of stockholders; limitations on the ability of stockholders to act by written consent in lieu of a stockholders' meeting; and advance notice requirements for nominations of candidates for election to our **board of directors** **Board** or for proposing matters that can be acted upon by our stockholders at stockholder meetings.

**Compliance with and changes in the tax laws could adversely affect our performance.**

We are subject to extensive tax liabilities, including U.S. federal and state income taxes and transactional taxes such as excise, sales/use, payroll, franchise, and withholding taxes. New tax laws and regulations are continuously being enacted or proposed that could result in increased expenditures for tax liabilities in the future. **We cannot predict whether any future**

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December 31, 2024 | 43

changes to U.S. tax policy, including as a result of the new presidential administration, will occur, nor can we predict the impact to our business of any such changes.

In August 2022, President Biden signed into law the Inflation Reduction Act. This law imposes, among other things, a 15% corporate alternative minimum tax on adjusted financial statement income, and a 1% excise tax on certain corporate stock repurchases occurring after December 31, 2022. We do not expect any material impacts from these provisions.

**Risks Related to Our Ownership in CVR Partners**

**If CVR Partners were to be treated as a corporation for U.S. federal income tax purposes or if it becomes subject to entity-level taxation for state tax purposes, its cash available for distribution to its common unitholders, including to us, would be substantially reduced, likely causing a substantial reduction in the value of its common units, including the common units held by us.**

The anticipated after-tax economic benefit of an investment in common units of CVR Partners depends largely on it being treated as a partnership for U.S. federal income tax purposes. Despite the fact that CVR Partners is organized as a limited partnership under Delaware law, it would be treated as a corporation for U.S. federal income tax purposes unless it satisfies a "qualifying income" requirement. CVR Partners may not find it possible to meet this qualifying income requirement, may inadvertently fail to meet this qualifying income requirement, or a change in current law could cause CVR Partners to be treated as a corporation for U.S. federal income tax purposes or otherwise subject CVR Partners to entity-level taxation. If CVR Partners were to be treated as a corporation for U.S. federal income tax purposes, it would pay U.S. federal income tax on all of its taxable income at the corporate tax rate. Distributions to its common unitholders (including us) would generally be taxed again as corporate distributions, and no income, gains, losses, or deductions would flow through to such common unitholders. Because a tax would be imposed upon CVR Partners as a corporation, its cash available for distribution to its common unitholders would be substantially reduced. Therefore, treatment of CVR Partners as a corporation would result in a material reduction in the anticipated cash flow and after-tax return to its common unitholders (including us), likely causing a substantial reduction in the value of such common units.

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December 31, 2023 | 40

**We may have liability to repay distributions that are wrongfully distributed to us.**

Under certain circumstances, we may, as a holder of common units in CVR Partners, have to repay amounts wrongfully returned or distributed to us. Under the Delaware Revised Uniform Limited Partnership Act, a partnership may not make distributions to its unitholders if the distribution would cause its liabilities to exceed the fair value of its assets. Delaware law provides that for a period of three years from the date of an impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the company for the distribution amount.

**Public investors own approximately 63% 61% of the Nitrogen Fertilizer Segment through CVR Partners. Although we own the general partner of CVR Partners, the general partner owes a duty of good faith to public unitholders, which could cause them to manage their respective businesses differently than if there were no public unitholders.**

As of December 31, 2023 December 31, 2024, public investors own approximately 63% 61% of CVR Partners' outstanding common units. We are not entitled to receive all of the cash generated by CVR Partners or freely transfer money to finance operations at the Petroleum Segment. Furthermore, although we own the general partner of CVR Partners, the general partner is subject to certain fiduciary duties, which may require the general partner to manage its business in a way that may differ from our best interests.

**CVR Partners is managed by the executive officers of its general partner, who are employed by and also serve as part of the senior management team of the Company. Conflicts of interest could arise as a result of this arrangement.**

CVR Partners is managed by the executive officers of its general partner, who are employed by and also serve as part of the senior management team of the Company. Furthermore, although CVR Partners has entered into a service agreement with the Company under which it compensates the Company for the services of its management, our management is not required to devote any specific amount of time to the Nitrogen Fertilizer Segment and may devote a substantial majority of their time to other business of the Company. Moreover, the Company may terminate the services agreement with CVR Partners at any time, subject to a 90-day notice period. In addition, key executive officers of the Company, including its president and chief

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December 31, 2024 | 44

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executive officer, chief financial officer, and general counsel, will face conflicts of interest if decisions arise in which CVR Partners and the Company have conflicting points of view or interests.

#### **General Risks Related to CVR Energy**

***The acquisition, expansion and investment strategy of our businesses involves significant risks.***

From time to time, we may consider pursuing acquisitions of businesses or assets and expansion projects to continue to grow and increase profitability. We also may make investments in other entities. There can be no assurance that we will be able to consummate any acquisitions or expansions, successfully integrate acquired businesses or entities, or generate positive cash flow at any acquired company or expansion project. Challenges that may lead to failed consummation of an expansion/acquisition include intense competition for suitable acquisition targets, the potential unavailability of financial resources necessary, difficulties in securing sufficiently favorable terms, and the failure to obtain requisite regulatory or other governmental approvals or the approval of equity holders of the entities in which we have invested, and efforts concerning an expansion/acquisition will require significant time and attention from our management, which could distract them from the operation of our business. In addition, any future acquisitions, expansions or investments may entail significant transaction costs and risks associated with entry into new markets and lines of business, including but not limited to new regulatory obligations and risks, and integration challenges such as disruption of operations; failure to achieve financial or operating objectives contributing to the accretive nature of an acquisition; strain on controls, procedures and management; the need to modify systems or to add management resources; the diversion of management time from the operation of our business; customer and personnel retention; assumption of unknown material liabilities or regulatory non-compliance issues; amortization of acquired assets, which would reduce future reported earnings; and possible adverse short-term effects on our cash flows or operating results. Also, our investments may not be successful for many reasons, including, but not limited to, lack of control; worsening of general economic and market conditions; or adverse legal and regulatory developments that may affect particular businesses. Failure to manage these acquisition, expansion and investment risks could have a material adverse effect on our results of operations, financial condition and cash flows. Our joint ventures involve similar risks.

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December 31, 2023 | 41

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***We are subject to the risk of becoming an investment company.***

From time to time, we may own less than a 50% interest in other public companies, which exposes us to the risk of inadvertently becoming an investment company required to register under the Investment Company Act of 1940 ("ICA"). Events beyond our control, including significant appreciation or depreciation in the market value of certain of our publicly traded holdings or adverse developments, could result in our inadvertently becoming an investment company required to register under the ICA and subject to extensive, restrictive and potentially adverse regulations relating to, among other things, operating methods, management, capital structure, dividends and transactions with affiliates, and could also be subject to monetary penalties or injunctive relief for failure to register as such.

#### ***Internally generated cash flows and other sources of liquidity may not be adequate for the capital needs of our businesses.***

Our businesses are capital intensive, and working capital needs may vary significantly over relatively short periods of time. For instance, crude oil price volatility can significantly impact working capital on a week-to-week and month-to-month basis. Operational issues at our facilities, including the fire incident at the Wynnewood Refinery in the second quarter of 2024 and weather-related external power outages at both refineries in the third quarter of 2024, negatively impacted our cash from operations during 2024. Moreover, the planned turnaround at the Coffeyville Refinery started in January 2025, with a total estimated cash outlay of \$175 million to \$200 million. As a result of these factors, the Board elected to suspend payment of the cash dividend in October 2024 and has implemented additional cost-saving factors that are discussed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" of this Report. If we cannot generate adequate cash flow or otherwise secure sufficient liquidity to meet our working capital needs or support our short-term and long-term capital requirements, we may be unable to meet our debt obligations, pursue our business strategies, or comply with certain environmental standards, which would have a material adverse effect on our business and results of operations.

#### ***Our ability to pay dividends on our common stock is subject to market conditions and numerous other factors.***

Dividends are subject to change at the discretion of the **board of directors** **Board** and may change from quarter to quarter and may not be paid at historical rates or at all. Our ability to continue paying dividends is subject to our ability to continue to generate sufficient

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December 31, 2024 | 45

cash flow from our **operating** segments, and the amount of dividends we are able to pay each year may vary, possibly substantially, based on market conditions, crack spreads, our capital expenditure and other business needs, covenants contained in any debt agreements we may enter into in the future, covenants contained in existing debt agreements, and the amount of distributions we receive from CVR Partners. If the amount of our dividends decreases, the trading price of our common stock could be materially adversely affected as a result. As described further below, volatile commodity pricing and higher industry utilization and oversupply have had an unfavorable impact on our business and have negatively impacted our cash from operating activities and liquidity. As a result, in October 2024, the Board elected to suspend payment of the cash dividend, defer new growth capital spending, and reduce certain expected capital expenditures, as further discussed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" of this Report.

#### **Item 1B. Unresolved Staff Comments**

None.

#### **Item 1C. Cybersecurity**

The Company has implemented processes to assess, identify and manage material risks resulting from cybersecurity incidents. Our Cybersecurity program and processes are based upon the International Standards Organization ("ISO") guidance on information security. The Company's processes used to identify, assess, and mitigate cybersecurity risks are integrated into the Company's broader risk management system and processes, including through the risk management activities of the Board and its Audit Committee, our Enterprise Risk Management Committee ("ERM Committee"), and our internal audit and information technology functions. Refer to Part I, Item 1A, "Risk Factors—We are subject to cybersecurity risks and may experience cyber incidents resulting in disruption or harm to our businesses" of this Report for further discussion of our processes for managing cybersecurity risks.

#### **Board Oversight of Cybersecurity Matters**

The **Company's board of directors** (the "Board") **Board** considers oversight of CVR Energy's risks and risk management activities, including those related to cybersecurity risk, to be a responsibility of the entire Board. The Board also delegates certain risk oversight responsibilities to certain of its committees, and oversight of the Company's cybersecurity risk is delegated by the Board to its Audit Committee. The Audit Committee receives regular reports, typically on a quarterly basis, from management regarding information technology, cybersecurity risk, **AI use and governance**, and efforts to prevent and mitigate such risks. The Chairperson of the Audit Committee subsequently reports on **the Company's cybersecurity risk, monitoring, and mitigation** **these** activities to the full Board, which equips the Board and its committees to fulfill their risk oversight role.

The Board and Audit Committee are supported in their oversight capacity by the Company's ERM Committee, and internal audit and information technology functions. On a quarterly basis, the ERM Committee evaluates past, existing, and future risks to the Company; the likelihood, severity, and velocity of such risks; and the controls and mitigation tools implemented to

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December 31, 2023 | 42

address such risk. Several members of the ERM Committee have functional responsibility for the Company's information technology and cybersecurity risk monitoring activities and provide expertise to the ERM Committee in those areas.

Likewise, the Company's internal audit function periodically performs audit engagements focused on information technology processes and cybersecurity risks. These audits have provided the Company with assessments of the effectiveness and efficiency of our information technology and cyber threat management processes with the goal of safeguarding Company assets and information.

#### ***Management of Cybersecurity Matters***

At the management level, the Company's cybersecurity risk management activities are led by our Chief Executive Officer and his executive team and is integrated into the day-to-day activities of the Company's information technology function led by our Chief Information Officer, who operates under the supervision of our Chief Financial Officer, and reports regularly to the Audit Committee on cybersecurity risks, typically on a quarterly basis. The Company's information technology function has a dedicated cybersecurity team comprised of employees with, on average, nearly 20 years of experience and expertise in cybersecurity, and includes individuals with degrees in Computer Studies and cybersecurity-related certifications including

December 31, 2024 | 46

Certified Information Systems Security Specialist (CISSP), Certified in Risk and Information Systems Controls (CRISC), and Certified Information Security Manager (CISM).

Management utilizes certain tools and controls to detect, monitor, prevent, mitigate, and remediate cybersecurity threats to our systems, networks, applications, and data. Management also conducts annual cybersecurity training and periodic phishing tests, which provide contemporaneous feedback and instruction to our employees and seek to strengthen the Company's defenses against cyber threats. Management also monitors AI usage and has implemented a framework that tracks use and is governed by CVR Energy's Artificial Intelligence Policy, which was most recently updated in 2024, and includes a review and approval process for adopting use of AI tools. Such governance activities are designed to mitigate the risks presented by AI. Management also monitors AI usage and has implemented a framework that tracks use and is governed by the Company's Artificial Intelligence Policy, which was most recently updated in 2024, and includes a review and approval process for adopting use of AI tools. Such governance activities are designed to mitigate the risks presented by AI. Lastly, management maintains information security incident response processes to guide response and mitigate impact in the event of a cybersecurity incident. A third-party cybersecurity service provider is on retainer to assist the Company should a cybersecurity incident occur.

#### ***Engagement of Third Parties***

The ERM Committee, internal audit function, information technology function and various other groups each occasionally engage third-party service providers to assist in their management of cybersecurity risk, including but not limited to cybersecurity vendors, assessors, consultants, auditors, and other third parties. The information technology function maintains processes to oversee and identify cyber risks associated with the Company's use of third-party service providers who may have access to sensitive Company data and systems.

#### ***Material Impact on Company***

During 2023 2024, the Company did not experience any cybersecurity threats or incidents that have materially affected or are reasonably likely to materially affect the Company, including its business strategy, results of operations, or financial condition.

#### ***Item 2. Properties***

Refer to Part I, Item 1, "Petroleum", "Renewables", and "Nitrogen Fertilizer" of this Report for more information on our core business properties. We also lease property for our executive and marketing offices in Sugar Land, Texas and Kansas City, Kansas, respectively.

#### ***Item 3. Legal Proceedings***

In the ordinary course of business, we may become party to lawsuits, administrative proceedings, and governmental investigations, including environmental, regulatory, and other matters. Large, and sometimes unspecified, damages or penalties may be sought from us in some matters and certain matters may require years to

resolve. Refer to Part II, Item 8, Note 14 ("Commitments and Contingencies"), Contingencies of this Report for further discussion on current litigation matters. Although we cannot provide assurance, we believe that an adverse resolution of the matters described therein would not have a material impact on our liquidity, consolidated financial position, or consolidated results of operations.

#### Item 4. Mine Safety Disclosures

Not applicable.

December 31, 2023 2024 | 43 47

## PART II

#### Item 5. Market For Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

##### Performance Graph

The performance graph below compares the cumulative total return of our common stock to (a) the cumulative total return of the S&P 500 Composite Index and (b) a composite peer group ("Peer Group") consisting of Delek US Holdings, Inc., HF Sinclair Corporation, Marathon Petroleum Corp., Par Pacific Holdings, Inc., PBF Energy Inc. and Valero Energy Corporation. The graph assumes that the value of the investment in common stock and each index was \$100 on December 31, 2018 December 31, 2019 and that all dividends were reinvested. Investment is weighted on the basis of market capitalization.



The share price performance shown on the graph is not necessarily indicative of future price performance. Information used in the graph was obtained from Yahoo! Finance (finance.yahoo.com). The performance graph above is furnished and not filed for purposes of the Securities Act and the Exchange Act. The performance graph is not soliciting material subject to Regulation 14A.

##### Market Information

Our common stock is listed under the symbol "CVI" on the New York Stock Exchange ("NYSE"). The Company has 109 107 holders of record of the outstanding shares as of December 31, 2023 December 31, 2024.

##### Purchases of Equity Securities by the Issuer

On October 23, 2019, the board of directors of the Company (the "Board") authorized a stock repurchase program (the "Stock Repurchase Program"), which authorized the Company to repurchase up to \$300 million of the Company's common stock. Repurchases under the Stock Repurchase Program could have been made from time-to-time through open market transactions, block trades, privately negotiated transactions or otherwise in accordance with applicable securities laws. The timing, price and amount of repurchases (if any) were to be made at the discretion of management and were subject to market conditions as well as corporate, regulatory and other considerations. The Stock Repurchase Program expired, in accordance with its terms, on October 22, 2023. We did not repurchase any of our common stock under the Stock Repurchase Program.

#### Item 6. [Reserved]

December 31, 2023 | 44

#### Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition, results of operations and cash flows should be read in conjunction with our consolidated financial statements and related notes and with the statistical information and financial data included elsewhere in this Report, as well as Part I, Item 1, "Business" and Part I, Item 1A, "Risk Factors" of this Report. References to "CVR Energy", "CVR", the "Company", "we", "us", and "our" may refer to consolidated subsidiaries of CVR Energy, including CVR Partners, as the context may require.

**This** With the exception of the Renewables Segment, as defined below, which discusses year-to-year comparisons between all periods presented, this discussion and analysis covers the years ended **December 31, 2023** December 31, 2024 and **2022** 2023 and **discusses** includes year-to-year

December 31, 2024 | 48

comparisons between such periods. The discussions of the year ended **December 31, 2021** December 31, 2022 and year-to-year comparisons between the years ended **December 31, 2022** December 31, 2023 and **2021** 2022 are not included in this Annual Report on Form 10-K but can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of the Company's Annual Report on Form 10-K for the fiscal year ended **December 31, 2022** December 31, 2023 filed on **February 22, 2023** February 21, 2024, and such discussions are incorporated by reference into this Report.

Reflected in this discussion and analysis is how management views the Company's current financial condition and results of operations, along with key external variables and management's actions that may impact the Company. Understanding significant external variables, such as market conditions, weather, and seasonal trends, among others, and management actions taken to manage the Company, address external variables, among others, which will increase users' understanding of the Company, its financial condition and results of operations. This discussion may contain forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below and elsewhere in this Report.

## Company Overview

CVR Energy is a diversified holding company primarily engaged in the petroleum refining and marketing industry (the "Petroleum Segment"), the renewable fuels industry (the "Renewables Segment"), and the nitrogen fertilizer manufacturing industry through its interest in CVR Partners, LP, a publicly traded limited partnership (the "Nitrogen Fertilizer Segment" or "CVR Partners"). The Petroleum Segment is an "independent petroleum refiner", in that it does not have crude oil exploration or production operations and is a marketer of high value transportation fuels primarily in the form of gasoline and diesel fuels. The Renewables Segment refines feedstocks, including soybean oil, corn oil, and other related renewable feedstocks, into renewable diesel. CVR Partners produces and markets nitrogen fertilizers primarily in the form of urea ammonium nitrate ("UAN") and ammonia. CVR Energy also produces and markets renewable diesel. Our renewable diesel operations are not allocated or aggregated to our reportable segments discussed within this Report, but are reflected in our consolidated results of operations.

We operate under **two** three reportable segments: petroleum, renewables, and nitrogen fertilizer, which are referred to in this document as our "Petroleum Segment", our "Renewables Segment", and our "Nitrogen Fertilizer Segment", respectively.

## Renewables Business

Since 2022, we have focused significant efforts on decarbonization initiatives including but not limited to the completion of the renewable diesel unit ("RDU") project at the Wynnewood Refinery, the creation of an Environmental, Social and Governance ("ESG") committee and the publication of multiple ESG reports. In February 2023, we completed the transfer of various assets to one or more new entities primarily formed in 2022 to, among other purposes, better align our organizational structure with management and financial reporting. We also achieved mechanical completion of the renewable feedstock pretreater project at the Wynnewood Refinery at the end of 2023. We currently expect to continue to explore options to decarbonize our business in areas with attractive economics, low risk of government subsidies, and in ways intended to support our Mission and Values.

## Strategy and Goals

The Company has adopted Mission and Values, which articulate the Company's expectations for how it and its employees do business each and every day.

December 31, 2023 | 45

## Mission and Core Values

Our Mission is to be a top tier North American renewable fuels, petroleum refining, and nitrogen-based fertilizer company as measured by safe and reliable operations, superior performance and profitable growth. The foundation of how we operate is built on five core Values:

- **Safety** - We always put safety first. The protection of our employees, contractors and communities is paramount. We have an unwavering commitment to safety above all else. If it's not safe, then we don't do it.
- **Environment** - We care for our environment. Complying with all regulations and minimizing any environmental impact from our operations is essential. We understand our obligation to the environment and that it's our duty to protect it.
- **Integrity** - We require high business ethics. We comply with the law and practice sound corporate governance. We only conduct business one way—the right way with integrity.
- **Corporate Citizenship** - We are proud members of the communities where we operate. We are good neighbors and know that it's a privilege we can't take for granted. We seek to make a positive economic and social impact through our financial donations and the contributions of time, knowledge and talent of our employees to the places where we live and work.
- **Continuous Improvement** - We believe in both individual and team success. We foster accountability under a performance-driven culture that supports creative thinking, teamwork, diversity and personal development so that employees can realize their maximum potential. We use defined work practices for consistency, efficiency and to create value across the organization.

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December 31, 2024 | 49

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Our core Values are driven by our people, inform the way we do business each and every day and enhance our ability to accomplish our mission and related strategic objectives.

#### **Strategic Objectives**

We have outlined the following strategic objectives to drive the accomplishment of our mission:

- **Environmental, Health & Safety ("EH&S")** - We aim to achieve continuous improvement in all EH&S areas through ensuring our people's commitment to environmental, health and safety comes first, the refinement of existing policies, continuous training, and enhanced monitoring procedures.
- **Reliability** - Our goal is to achieve industry-leading utilization rates at our facilities through safe and reliable operations. We are focusing on improvements in day-to-day plant operations, identifying alternative sources for plant inputs to reduce lost time due to third-party operational constraints, and optimizing our commercial and marketing functions to maintain plant operations at their highest level.
- **Market Capture** - We continuously evaluate opportunities to improve the facilities' realized pricing at the gate and reduce variable costs incurred in production to maximize our capture of market opportunities.
- **Financial Discipline** - We strive to be as efficient as possible by maintaining low operating costs and disciplined deployment of capital.

#### **Other Potential Strategic Transactions**

As previously disclosed in a Schedule 13D amendment filed on March 18, 2024, Icahn Enterprises L.P. and its affiliates ("IEP") and the Company are considering potential strategic transactions available to the Company and our subsidiaries, which may include the acquisition of additional entities, assets or businesses, including the acquisition of material amounts of refining assets through negotiated mergers or stock or asset purchase agreements by the Company or our subsidiaries. IEP may participate in such acquisitions, including by providing financing to us or our subsidiaries through the acquisition of additional equity of us or our subsidiaries, providing loans to us or our subsidiaries or otherwise. In addition, IEP and the Company are considering strategic options involving CVR Partners, which may include the acquisition by IEP, the Company, a combination of IEP and the Company or other affiliated entities of some or all of the outstanding common units of CVR Partners not already indirectly owned by the Company (the "public common units"), the sale of CVR Partners or the Company's interest therein, or other transactions. Any such acquisition, sale or transaction could be effectuated through open market purchases, tender or exchange offers, exercise of the limited call right contained in CVR Partners' limited partnership agreement, value enhancing partnerships, negotiated merger transactions, privately negotiated transactions, sale transactions or otherwise. At this time, there can be no assurance that IEP or the Company will pursue any such potential strategic transactions or that any transactions, if pursued, will be completed on attractive terms or at all.

## Recent Events

Following good faith bargaining by East Dubuque Nitrogen Fertilizer, LLC, As described further below, volatile commodity pricing and higher industry utilization and oversupply have had an unfavorable impact on our business and have negatively impacted our cash from operating activities and liquidity. As a result, the United Automobile Workers Union Board elected to suspend payment of the cash dividend, defer new growth capital spending, and its Local 1391 representing approximately 90 employees at reduce certain expected capital expenditures, as further discussed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" of this Report.

On December 19, 2024, certain of the Nitrogen Fertilizer Segment's Company's subsidiaries entered into a senior secured term loan facility in East Dubuque, Illinois the amount of \$325 million (the "East Dubuque Fertilizer Facility" "Term Loan") went, which was borrowed in full on strike on October 18, 2023 after its collective bargaining agreement expired the previous day. The East Dubuque Fertilizer Facility has continued to operate and is currently expected to continue normal operations during the strike closing date.

On December 23, 2024, a subsidiary of the Company sold the 50% limited liability company interest (the "Membership Interests") it owned in Midway Pipeline LLC ("Midway") to Plains Pipeline, L.P. pursuant to an Assignment and Assumption of Units in exchange for cash consideration of approximately \$90 million. Midway operates a crude oil pipeline that connects the Broome Station facility to Cushing, Oklahoma. In connection with the sale of the Membership Interests, a subsidiary of the

December 31, 2023 2024 | 4650

Environmental, Social & Governance ("ESG") Highlights Company entered into a pipeline transportation agreement with Midway that allows the Company to deliver a variety of crude oils from Cushing, Oklahoma to the Coffeyville Refinery over the long-term.

In the past year, we achieved numerous milestones through our commitment to ESG initiatives, including environmental and safety stewardship, diversity and inclusion, community outreach and sound corporate governance. In December 2023, January 2025, we published our 2022 2023 Environmental, Social & Governance Report ("2022 2023 ESG Report"), which is based on the continues to benchmark our Company's performance against specific Sustainability Accounting Standards Board standards metrics and is available at CVR Energy's website at www.CVREnergy.com. Our 2022 2023 ESG Report does not constitute a part of, and is not incorporated by reference into, this Annual Report on Form 10-K or any other report we file with (or furnish to) the SEC, whether made before or after the date of this Annual Report on Form 10-K.

## Industry Factors and Market Indicators

### General Business Environment

Geopolitical Matters - The Middle East conflict, between Israel and Hamas, which began in October 2023 and the ongoing Russia-Ukraine war, can significantly impact impacted global oil, fertilizer, and agriculture markets. These markets, alongside other conflicts, pose like the ongoing Russia-Ukraine war, continue to present significant geopolitical risks to global markets raise as does the potential for future trade wars and the potential changes in U.S. economic trade policy. These concerns, of major implications, such as including the enforcement of sanctions, and could contribute lead to further oil inventory tightening and price volatility and disrupt disruptions in the production and trade of fertilizer, grains, and feedstock through several various means, such as trade restrictions. The ultimate outcome of these conflicts and/or economic policy, or further escalation or expansion thereof, and any associated market disruptions are difficult to predict and may affect our business, operations, and cash flows in unforeseen ways.

Regulatory Environment - In addition to existing regulations like the Renewable Fuel Standard ("RFS") of the Clean Air Act, which significantly impacts our business, there have been several proposed and enacted climate-related rules and compliance requirements at federal, state, and international levels. While the Biden Administration had advanced significant climate-related initiatives, including stricter EPA emissions standards and the SEC's proposed climate risk disclosure rule, recent changes under the Trump Administration following the 2024 U.S. presidential election has begun to and may further shift regulatory priorities. Through executive orders and regulatory rollbacks, certain of these initiatives have been curtailed or reevaluated and incentives to increase fossil fuel production have been promoted, creating a more uncertain regulatory landscape which may materially impact our business, operations, feedstock and compliance costs, results and market stability.

### Petroleum Segment

The earnings and cash flows of the Petroleum Segment are primarily affected by the relationship between refined product prices and the prices for crude oil and other feedstocks that are processed and blended into refined products together with the cost of refinery compliance, including the cost of compliance with Renewable Fuel Standard ("RFS") RFS regulations. The cost to acquire crude oil and other feedstocks and the price for which refined products are ultimately sold depends on factors beyond the Petroleum Segment's control, including the supply of and demand for crude oil, as well as gasoline, distillate, and other refined products which, in turn, depend on, among other factors, changes in domestic and foreign economies, driving habits, weather conditions, domestic and foreign political affairs, production levels, the

availability or permissibly of imports and exports, the marketing of competitive fuels, and the extent of government regulations. Because the Petroleum Segment applies first-in, first-out ("FIFO") accounting to value its inventory, crude oil and refined product price movements may impact net income margin as a result of changes in the value of its unhedged inventory. The effect of changes in crude oil prices on the Petroleum Segment's results of operations is partially also influenced by the rate at which the processing of refined products adjusts to reflect these changes.

The prices of crude oil and other feedstocks and refined products are also affected by other factors, such as product pipeline capacity, system inventory, local and regional market conditions, inflation, and the operating levels of other refineries. Crude oil costs and the prices of refined products have historically been subject to wide fluctuations. Widespread expansion or upgrades of third-party facilities, shutdowns, price volatility, international political and economic developments, and other factors are likely to continue to play an important role in refining industry economics. These factors can impact, among other things, the level of inventories in the market, resulting in price volatility and a reduction in product margins. Moreover, the refining industry typically experiences seasonal fluctuations in demand for refined products, such as increases in the demand for gasoline during the summer driving season and for volatile seasonal exports of diesel from the United States Gulf Coast. Specific factors impacting the Company's operations are outlined below:

#### **Current Market Outlook**

- After substantial declines in demand for gasoline and diesel due to the COVID-19 pandemic in 2020, the combination of improving demand, declining inventories, loss of domestic and foreign operating refining capacities, and conversions to renewable diesel facilities led to an increase in refined products prices and crack spreads during 2022 and 2023. While the refining market has largely recovered since the pandemic, refined product demand declined 3% nationwide in the fourth quarter of 2023 from the pre-pandemic fourth quarter of 2019. Group 3 demand has been relatively strong compared to other parts of the country following the pandemic; however, high regional refinery utilization through the second half of 2023 and typical seasonal inventory builds have pressured the prompt crack spreads. We would characterize the current NYMEX crack spread environment as above mid-cycle; however, the Group 3 basis is historically wide and the current forward curves for Group 3 crack spreads remain near or below mid-cycle levels.

December 31, 2023 2024 | **4751**

#### **Current Market Outlook**

- We characterize current crack spreads as below mid-cycle levels. This is due to a combination of the refined products market being oversupplied, as refinery utilization has been above the 5-year history for most of 2024, improved fleet mileage, and reduced manufacturing activity which has lead to weak gas and diesel demand.
- Winter 2022/2023 2023/2024 weather was warmer than average in North America and Europe and, when combined with natural gas conservation measures, has caused demand and prices for natural gas to fall significantly, in the region, which contributed to the flattening of the global cost curve and has reduced the U.S. refiners' advantage compared to refiners in Europe. If similar conditions are experienced during the 2024/2025 winter, these impacts could persist into 2025.
- Contributing to the ultra-low sulfur diesel ("ULSD") supply constraints is the International Maritime Organization's limit on the sulfur content Industrial production slowed in the fuel oil used on board ships ("bunker fuel") effective January 1, 2020, which lowered the sulfur limit of bunker fuel from 3.5% to 0.5% (the "IMO 2020 Regulations"), which necessitated blending ULSD into bunker fuel to meet the new specifications. The resulting reduction of supply for traditional ULSD demand was initially muted by the pandemic-induced demand contraction.
- In the second half of 2023, industrial production slowed 2024, and truck, rail, and ship tonnage and freight volumes were reduced, which reduced lowered distillate pricing heading into 2025. In addition, distillate crack spreads continue to be pressured by the fourth quarter low price levels of 2023 natural gas causing a lack of distillate demand to generate electricity around the world. Moreover, new liquid natural gas ("LNG") projects coming online and expansion of export capacity in the United States has contributed to the increase of global supply of natural gas and thus downward pressure on prices, and may also support fleet shifting from diesel to LNG. Gasoline and distillate pricing declined significantly through the end of the quarter, has continued to decline into 2025.
- Shale oil production continues to increase in the shale oil basins, albeit at a slower pace than in prior years, including in the Anadarko Basin. Crude oil exports have continued above the sustained a 4 million bpd rate, and we believe our the Petroleum Segment benefits from these exports through the Brent crude differential to WTI, as do all refineries in PADD II.
- Significant refining Refining capacity additions are expected in 2024, headlined by has increased around the world over the past two years, with major projects scheduled to start up being completed in the Middle East, Asia, Mexico, and Africa. Some Refining capacity in the United States has also increased approximately 500,000 bpd from post-pandemic levels, mainly due to the completion of expansion projects that were underway pre-pandemic, and capacity creep. While these ongoing projects may encounter various challenges and come to market slower than anticipated, they have begun to and should have a growing impact on global oil and refined product flows. At the same time, these capacity additions expansions could be offset by additional conversions to renewable diesel conversions fuels production and further refinery fleet rationalization through planned shutdowns, but or currently unplanned shutdowns due to future economic constraints given refined product consumption is slowing in the United States and remains weak in Europe. Currently announced refinery closures in the U.S. and Europe account for nearly 800,000 bpd of capacity expected to be shut in by the end of 2025.

- Renewable While renewable identification number ("RIN") prices continued to decline in increased slightly during the fourth quarter of 2024, they are still lower than the fourth quarter of 2023. This decline was partly due to Production of renewable fuels in the United States continues to higher distillate prices and higher increase as new plants start up, which may continue through 2025. We also expect biomass based diesel RIN ("D4") production rates. We expect D4 production to exceed the renewable volume obligation ("RVO") significantly going forward, creating a RIN surplus. In June 2023, the Environmental Protection Agency ("EPA") set the D4 RVO for 2023, 2024 and 2025 at 2.82, 3.04 and 3.35 billion gallons, respectively. The EPA released a unified agenda during spring 2024 delaying finalization of the 2026 RFS rule until December 2025.
- Electric vehicle penetration In the fourth quarter of 2024, new electric vehicle sales in the U.S. light vehicle market has United States increased significantly, up approximately 30 percent 15.2% from the prior year. fourth quarter of 2023. In 2022, 2023, miles per gallon of the new auto fleet continued to increase, averaging 26.27.1 miles per gallon ("MPG"). The EPA expects the new fleet average to increase in 2023 2024 by approximately 1 MPG. Vehicle miles traveled continues to increase but the effect of electric vehicle ("EV") penetration in the fleet is clear and present. We expect this trend to continue. Based on 9.2 billion miles traveled per day, a 1 MPG change in fuel efficiency represents approximately 300,000 bpd of gasoline demand.
- Asian refiners appear to be benefiting from discounted crude oil offered by sanctioned countries like Russia and Iran, adding product to an oversupplied global market.
- While the Chinese government has taken several steps to spur economic activity, the Chinese economy is still weighed by a weak property sector and lower domestic demand for transportation fuels. China has seen a significant increase in EV sales as well as the conversion of heavy trucks to LNG. Any lasting effects of these factors remains to be seen.

#### Regulatory Environment

We continue to be impacted by significant volatility and costs associated with current and proposed laws, rules, regulations and policies, including the reinterpretation and amplification thereof, relating to climate change, the RFS, energy transition and related matters.

- Certain of the Petroleum Segment's subsidiaries are subject to the RFS (collectively, the "obligated-party subsidiaries"), which, each year, absent exemptions or waivers, requires such obligated-party subsidiaries to blend renewable fuels with transportation fuels, purchase RINs in lieu of blending, or otherwise face liability. Our cost to comply with the RFS is dependent upon a variety of factors, which include but are not limited to the availability of

December 31, 2024 | 52

ethanol and biodiesel for blending at our refineries and downstream terminals or RINs for purchase, the actions of RIN market participants including non-obligated parties, the price at which RINs can be purchased, transportation fuel and renewable diesel production levels and pricing including potential discounts thereto related to the RFS, the mix of our products, our refining margins and other factors, all of which can vary significantly from period to period, as well as certain waivers or exemptions to which we may be entitled. Our costs to comply with the RFS further depend on the consistent, timely, and legal administration of the RFS program by the EPA, including the EPA's unlawful failure to establish the RVOs by their statutory deadlines, its subsequent promulgation of RVOs exceeding the blendwall, its delay in issuing and refusal to issue decisions on pending small refinery exemption ("SRE") petitions, its subsequent denial of those SRE petitions, most of which have been overturned by courts, and its failure enabling non-obligated parties to designate blenders as obligated parties under the RFS, generate, hoard and sell RINs. Our costs to comply with the RFS are also impacted by, and dependent upon the outcome of, the numerous lawsuits filed by multiple refiners including our obligated-party subsidiaries, biofuels groups and others. Refer to Part II, Item 8, Note 14 ("Commitments and Contingencies"). Wynnewood Refining Company, LLC filed its SRE petition for 2023, which has not yet been ruled on by the EPA. in this Report. As a result, our costs to comply with RFS (excluding the impacts of any exemptions or waivers to which the Petroleum Segment's obligated-party subsidiaries may be entitled) increased significantly throughout 2022, remained significant in 2023 through 2024 and is expected to remain significant through 2024 2025 and beyond.

- In April 2023, March 2024, the EPA issued finalized new proposed federal motor vehicle emissions standards for light-, medium-, and heavy-duty vehicles for model year 2027 and beyond, under which automakers are beyond. As a result of these new standards, the EPA is expected to produce 60% propose new automobile limits requiring at least 50% of new vehicles sold to be EVs by 2030 and

December 31, 2023 | 48

67% by 2032 to meet the requirements. 2030. In the United States in 2023 2024, approximately 7.6% 8.1% of new-vehicle sales were EVs.

- During 2024, multiple bills were introduced in Congress that would extend the Biodiesel Blenders' Tax Credit ("BTC"). While extensions of this tax incentive have been passed by Congress and signed into law close to, and even after, expiration dates in the past, we believe provisions of the Inflation Reduction Act that created the Clean Fuel Production Credit ("PTC") could signal the end of the BTC, and if not renewed, would likely affect RIN prices.

## Company Initiatives

- In November 2021, the Board approved the pretreater project at the Wynnewood Refinery, which was mechanically completed in the fourth quarter of 2023 at a cost of \$94 million. Once operational, the pretreatment unit should lower our feedstock costs and enable us to process a wider variety of renewable diesel feedstocks at the Wynnewood Refinery, most of which have a lower carbon intensity than soybean oil and generate additional LCFS credits. With our existing renewable diesel production, this could effectively mitigate a substantial majority, if not all, of our future RFS exposure, assuming we receive SREs for our Wynnewood Refinery for its transportation fuels, which we believe we are legally entitled to and are pursuing in the courts. However, impacts from recent climate change initiatives under the Biden Administration, actions taken by the courts, resulting administration actions under the RFS, and market conditions, could significantly impact the amount by which our renewable diesel business mitigates our costs to comply with the RFS, if at all. The renewable diesel unit at the Wynnewood Refinery has the flexibility to be returned to hydrocarbon processing service primarily through a catalyst change or sustainable aviation fuel with additional capital outlays; depending on market conditions including but not limited to renewable diesel margins, contractual obligations and other factors, During 2024, the Company could seek to return the unit to hydrocarbon processing service in the future.
- The Company is evaluating a potential renewables project near its Coffeyville location, the approval of which would be subject to numerous conditions and requirements including but not limited to approval of our Board, regulators, and potential other third parties. This project, if approved and pursued, could enable the capture of synergies with the Petroleum Segment as our refinery in Coffeyville, Kansas ("Coffeyville Refinery") has excess hydrogen capacity as well as potential access to third-party carbon capture use and storage.
- The Company is installing fuel by rail facility at its Coffeyville Refinery which will allow the Company to load gasoline, jet, and additional diesel into rail cars. This system will allow the Company to ship refined products to high priced markets in PADD IV.
- The Company has decided to replace the hydrofluoric acid catalyst alkyl alkylation unit at its refinery in Wynnewood, Oklahoma (the "Wynnewood Refinery") with a fixed bed catalyst system, which will expand the alkylation unit by approximately 2,500 bpd, increasing product capture by reducing propylene production and increasing production of premium gasoline, and eliminate hydrofluoric acid inventory onsite. The capital investment is estimated at \$136 million, and the unit is expected to become operational by the second quarter of 2027.
- In April 2024, the Board approved a distillate yield improvement project to modify one of the vacuum towers, which may increase distillate production at the refinery by up to approximately 4,000 bpd. Final completion is currently expected in 2027 at a hydrofluoric acid mitigation capital cost of less than \$15 million. The Company is also studying a similar project at the Coffeyville Refinery which will be installed in phases. Modification to the crude tower will be made in early 2025 during the scheduled turnaround.
- In connection with our settlement with the EPA on certain environmental issues at the Coffeyville Refinery, the Company plans to install a flare gas recovery system which would have a cost of approximately \$45 million, \$50 million, which is expected to be operational in late 2026.

As of December 31, 2023 December 31, 2024, we have an estimated liability of \$329 \$323 million for the Petroleum Segment's obligated-party subsidiaries' compliance with the RFS for 2020 2021, 2022 and 2023, through 2024, which consists of approximately 362 487 million RINs, excluding open, fixed-price commitments to sell purchase a net 117 million RINs. The Company's open RFS position, which does not consider open commitments expected to settle in future periods, is marked-to-market each period and thus significant market volatility, as experienced in late 2022 2023 and 2023, 2024, could impact our RFS expense from period to period.

## **Market Indicators**

NYMEX WTI crude oil is an industry wide benchmark that is utilized in the market pricing of a barrel of crude oil. The pricing differences between other crude oils and WTI, known as differentials, show how the market for other crude oils, such as WCS, White Cliffs ("Condensate"), Brent Crude ("Brent"), and Midland WTI ("Midland"), are trending. Due to the COVID-19 pandemic, geopolitical events, such as the Russia-Ukraine war and the Israel-Hamas conflict in the Middle East, and, in each case, actions taken by governments and

December 31, 2024 | 53

others in response thereto, refined product prices have experienced extreme volatility. As a result of the current environment, refining margins have been and should will likely continue to be volatile.

As We utilize NYMEX and Group 3 crack spreads as a performance benchmark and a comparison with other industry participants, we utilize NYMEX and Group 3 crack spreads participants. These crack spreads are a measure of the difference between market prices for crude oil and refined products and are a commonly used proxy within the industry to estimate or identify trends in refining margins. Crack spreads can fluctuate significantly over time as a result of market conditions and supply and demand balances. The NYMEX 2-1-1 crack spread is calculated using two barrels of WTI producing one barrel of NYMEX RBOB Gasoline ("RBOB") and one barrel of NYMEX NY Harbor ULSD ("HO"). The Group 3 2-1-1 crack spread is calculated using two barrels of WTI crude oil producing one barrel of Group 3 sub-octane gasoline and one barrel of Group 3 ultra-low sulfur diesel.

December 31, 2023 | 49

Both NYMEX 2-1-1 and Group 3 2-1-1 crack spreads decreased during 2023 2024 compared to 2022 2023. The NYMEX 2-1-1 crack spread averaged \$23.79 per barrel in 2024 compared to \$34.24 per barrel in 2023 compared to \$42.60 per barrel in 2022 2023. The Group 3 2-1-1 crack spread averaged \$18.05 per barrel in 2024 compared to \$32.27 per barrel in 2023 compared to \$38.18 per barrel in 2022 2023.

Average monthly prices for RINs decreased 7.8% 46.7% during 2023 2024 compared to 2022 2023. On a blended barrel basis (calculated using applicable RVO percentages), RINs approximated \$6.95 \$3.76 per barrel during 2023 2024 compared to \$7.54 \$7.05 per barrel during 2022 2023.

The tables below are presented, on a per barrel basis, by month through December 31, 2023 December 31, 2024:

**Crude Oil Differentials against WTI (1)(2)**



December 31, 2024 | 54

**NYMEX Crack Spreads (2)**



December 31, 2023 | 50

**PADD II Group 3 Product Crack  
Spread and RIN Pricing (2)(3) (\$/bbl)**



December 31, 2024 | 55

**Group 3 Product Differential against NYMEX  
Products (1)(2) (\$/bbl)**



(1) The change over time in NYMEX - WTI, as reflected in the charts above, is illustrated below.

Average (in \$/bbl)	2021	Average (in \$/bbl)	2021	December (in \$/bbl)	2021	Average (in \$/bbl)	2022	December (in \$/bbl)	2022	Average (in \$/bbl)	2022	December (in \$/bbl)	2022	Average (in \$/bbl)	2023	December (in \$/bbl)	2023	Average (in \$/bbl)	2023	December (in \$/bbl)	2023	Average (in \$/bbl)	2024	December (in \$/bbl)	2024
WTI																									

(2) Information used within these charts was obtained from reputable market sources, including the New York Mercantile Exchange ("NYMEX"), Intercontinental Exchange, and Argus Media, among others.

(3) PADD II is the Midwest Petroleum Area for Defense District ("PADD"), which includes Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, and Wisconsin.

#### ***Renewables Segment***

The earnings and cash flows of the Renewables Segment are primarily affected by the relationship between renewable fuel prices, the prices for Vegetable oils and other feedstocks that are processed and blended into renewable fuels, as well as the prices of various credits generated by the production of renewable fuels together with the cost of operating the renewable diesel unit, including the pre-treatment unit. The cost to acquire Vegetable oils and other feedstocks and the price for which renewable fuels are ultimately sold depends on factors beyond the Renewables Segment's control, including the supply of and demand for Vegetable oil and other feedstocks, as well as renewable diesel and other renewable fuels which, in turn, depend on, among other factors, changes in domestic and foreign economies, driving habits, weather conditions, domestic and foreign political affairs, production levels, the availability or permissibly of imports and exports, the marketing of competitive fuels, and the extent of government regulations. Similar to the Petroleum Segment, the Renewables Segment applies FIFO accounting to value its inventory, and product price movements may thus impact margin as a result of changes in the value of its unhedged inventory. The effect of changes in product prices on the Renewables Segment's results of operations is partially influenced by the rate at which the processing of renewable fuels adjusts to reflect these changes.

The prices of Vegetable oils and other feedstocks and renewable fuels are also affected by other factors, such as Vegetable oil production capacity, system inventory, local and regional market conditions, inflation, and the operating levels of other facilities. Vegetable oil costs and the prices of renewable fuels have historically been subject to wide fluctuations. Widespread expansion or upgrades of third-party facilities, price volatility, international political and economic developments, and other factors are likely to continue to play an important role in renewable fuel industry economics. These factors can impact, among other things, the level of inventories in the market, resulting in price volatility and a reduction in product margins. Specific factors impacting the Company's operations are outlined below:

December 31, 2023 2024 | 51 56

#### ***Current Market Outlook***

- The near-term outlook for the renewables market is likely to be heavily influenced by U.S. government policies, particularly as related to the recently expired BTC and PTC, which is awaiting formal IRS rule making, along with the RVO levels to be set for 2026 and the resulting potential impacts on RINs prices.
- The \$1 per gallon BTC expired on December 31, 2024, and formal IRS rule making for the PTC has not been issued. With the loss of the BTC there could be additional volatility in pricing for renewables fuels feedstocks, as well as in prices of other credits generated by renewable fuels production, particularly RINs prices and Low Carbon Fuel Standard ("LCFS") credit prices.
- After a substantial build-out of renewable diesel production capacity in the United States over the past four years, where capacity increased from less than 900 million gallons per year in January 2021 to over 4.5 billion gallons per year in October 2024, further renewable diesel production capacity expansion is expected to slow significantly due to the uncertainties around U.S. government policies and support of renewables businesses.

#### ***Regulatory Environment***

We continue to be impacted by significant volatility and costs associated with current and proposed laws, rules, regulations and policies relating to climate change, the RFS, energy transition and related matters.

- Profitability in the Renewables Segment is highly dependent on the prices of government credits, particularly RINs prices, LCFS credit prices, and the BTC. RINs prices are mainly influenced by supply and demand dynamics, with the demand being heavily impacted by the annual RVO levels established by the EPA. Current market prices for renewable feedstocks are significantly higher than the prices for renewable fuels. Without sufficient government support to stabilize prices for credits generated by renewable fuels production, many renewable fuel producers may not be able to generate profits.

#### ***Company Initiatives***

- The Company is evaluating a potential project to convert the Wynnewood Renewable Diesel Unit to produce sustainable aviation fuel ("SAF"), which approval would be subject to numerous conditions and requirements, such as approval of our Board, regulators, and potential other parties. This project, if approved and pursued, could reduce the risks associated with government credits through an off-take structure with potential counterparties, by potentially shifting the exposure of those credit prices to the fuel purchaser.
- The renewable diesel unit at the Wynnewood Refinery has the flexibility to be returned to hydrocarbon processing service primarily through a catalyst change, or to sustainable aviation fuel with additional capital outlays; depending on market conditions, such as renewable diesel margins, governmental regulations, contractual obligations and other factors, the Company could seek to return the unit to hydrocarbon processing service in the future.

- The Company is also evaluating a potential renewables project near its Coffeyville Refinery, which approval would be subject to numerous conditions and requirements, including but not limited to, approval of our Board, regulators, and potential other third parties. This project, if approved and pursued, could enable the capture of synergies with the Petroleum Segment, such as the use of excess hydrogen capacity of our Coffeyville Refinery and potential access to third-party carbon capture use and storage.

#### Market Indicators

Chicago Board of Trade ("CBOT") soybean oil is an industry wide benchmark that is utilized in the pricing of renewable fuel feedstocks. The pricing differences between CBOT soybean oil and other renewable feedstocks such as distiller's corn oil, used cooking oil and animal fats is typically driven by the carbon intensity ("CI") score related to each feedstock along, with overall supply and demand in the market for various feedstocks. Feedstock CI scores play a significant role in the generation of Low Carbon Fuel Standard ("LCFS") credits, where lower CI score feedstocks generate higher credit values than higher CI score feedstocks. The PTC that is intended to replace the BTC would also be calculated based on CI scores, with lower CI scores generating higher credit values.

Approximately 60% of combined biodiesel and renewable diesel production in 2023 was produced from Vegetable oils, with animal fats comprising the remaining 40%. Of the Vegetable oils consumed, soybean oil comprised over 60%, making it one of the primary feedstock pricing benchmarks in the renewables market. As a performance benchmark and a comparison with other industry participants, we utilize the HOBO spread and a Benchmark Renewable Diesel Margin that incorporates the HOBO spread along with RINs, LCFS credits, and BTCs generated by renewable diesel production.

December 31, 2024 | 57

The HOBO spread tightened during 2024 compared to 2023, primarily as a result of declining soybean oil pricing in 2024 more than offsetting a decline in ULSD prices. The HOBO spread averaged \$(0.90) per gallon in 2024 compared to \$(1.50) per gallon in 2023. Despite the improvement in the HOBO spread in 2024, the Benchmark Renewable Diesel Margin declined in 2024 compared to 2023, primarily due to declines in prices for RINs and LCFS credits. The Benchmark Renewable Diesel Margin averaged \$1.82 per gallon in 2024, compared to \$2.53 per gallon in 2023.

Average monthly prices for RINs decreased 56% during 2024 compared to 2023, while LCFS credit prices decreased 17% during 2024 compared to 2023.

The tables below are presented by month through December 31, 2024:



(1) Information used within these charts was obtained from reputable market sources, including the New York Mercantile Exchange ("NYMEX"), CBOT, and Argus Media, among others.

December 31, 2024 | 58

(2) Renewable Diesel Indicator Margin calculated as follows:

(OPIS CARB ULSD + (D4 RIN \* 1.7x) + BTC + LCFS Credit(65CI) + CAR + LCFS Fee) - (CBOT Soybean Oil \* 7.6 lbs/gal).

(3) HOBO spread represents the Heating Oil – Bean Oil Spread and is calculated as CARB ULSD price per gallon less CBOT Soybean Oil price per gallon.

#### Nitrogen Fertilizer Segment

Within the Nitrogen Fertilizer Segment, earnings and cash flows from operations are primarily affected by the relationship between nitrogen fertilizer product prices, utilization, and operating costs and expenses, including pet coke and natural gas feedstock costs.

The price at which nitrogen fertilizer products are ultimately sold depends on numerous factors, including the global supply and demand for nitrogen fertilizer products, which, in turn, depends on world grain demand and production levels, changes in world population, the cost and availability of fertilizer transportation infrastructure, weather conditions, the availability of imports, the availability and price of feedstocks to produce nitrogen fertilizer, and the extent of government intervention in agriculture markets, among other factors. These factors can impact, among other things, the level of inventories in the markets, resulting in price and product margin volatility. Moreover, the industry typically experiences seasonal fluctuations in demand for nitrogen fertilizer products.

Certain governmental regulations and incentives associated with the automobile transportation and agricultural industries, including the ones related to corn-based ethanol and sustainable aviation fuel production or consumption can impact, and have directly impacted our business. In August 2022, the Inflation Reduction Act was passed and introduced the Clean Fuel Production Credit incentivizing lower Carbon Intensity feedstocks, including corn oil, which may increase demand for corn planting. In June 2023, the EPA announced the renewable volume obligations for 2023, 2024, and 2025 which maintained the ethanol conventional biofuel blending level at 15 billion gallons. These actions lead us to believe that the demand on food, in particular corn, for fuel will remain strong for the foreseeable future and support farmer economics that incentivize the use of nitrogen-based fertilizers.

In contrast, in April 2023, March 2024, the EPA announced the proposed federal finalized new motor vehicle emission standards for light-, medium-, and heavy-duty vehicles for model year 2027 through 2032, and beyond, which if finalized as proposed, would could significantly reduce the use of internal combustion engine vehicles and the demand for liquid fuels, including ethanol. New heavy-truck requirements are also being proposed. In 2023, production of ethanol consumed approximately 37% of the annual United States corn crop used by the market.

#### Market Indicators

While there is risk of shorter-term volatility given the inherent nature of the commodity cycle and governmental and geopolitical risks, the Company believes the long-term fundamentals for the U.S. nitrogen fertilizer industry remain intact. The Nitrogen Fertilizer Segment views the anticipated combination of (i) increasing global population, (ii) decreasing arable land per capita, (iii) continued evolution to more protein-based diets in developing countries, (iv) sustained use of corn and soybeans as feedstock for the domestic production of ethanol and other renewable fuels, and (v) positioning at the lower end of the global cost curve should provide a solid foundation for nitrogen fertilizer producers in the United States over the longer term.

Corn and soybeans are two major crops planted by farmers in North America. Corn crops result in the depletion of the amount of nitrogen within the soil in which it is grown, which in turn, results in the need for this nutrient to be replenished after each growing cycle. Unlike corn, soybeans are able to obtain most of their own nitrogen through a process known as "N fixation". As such, upon harvesting of soybeans, the soil retains a certain amount of nitrogen which results in lower demand for nitrogen fertilizer for the following corn planting cycle. Due to these factors, nitrogen fertilizer consumers generally operate a balanced corn-soybean rotational planting cycle as shown by the chart presented below.

The relationship between the total acres planted for both corn and soybeans has a direct impact on the overall demand for nitrogen products, as the market and demand for nitrogen increases with increased corn acres and decreases with increased soybean acres. Additionally, an estimated 14 billion pounds of soybean oil is expected to be used in producing cleaner renewable fuels in marketing year 2024/2025. Multiple refiners have announced renewable diesel expansion projects for 2025 and beyond, which should only increase the demand for soybeans and potentially for corn and canola.

The USDA data estimates that in spring 2024 farmers planted 90.7 million corn acres, representing a decrease of 4.1% as compared to 94.6 million corn acres in 2023. Planted soybean acres for spring 2024 are 87.1 million, representing an increase of 4.2% as compared to 83.6 million soybean acres in 2023. The combined corn and soybean planted acres of 177.8 million in 2024 is in line with the acreage planted in 2023. Due to lower input costs in 2024 for corn planting and the relative grain prices

December 31, 2024 | 59

of corn versus soybeans, economics favored planting corn compared to soybeans in 2024. Inventory levels of corn and soybeans are expected to be supportive of grain prices into the spring of 2025.

Ethanol is blended with gasoline to meet RFS requirements and for its octane value. Since 2010, ethanol production has historically consumed approximately 37% of the U.S. corn crop used by the market, so demand for corn generally rises and falls with ethanol demand, as shown by the charts below, through December 31, 2024.

U.S. Plant Production of Fuel Ethanol <sup>(1)</sup>



Corn and Soybean Planted Acres <sup>(2)</sup>



(1) Information used within this chart was obtained from the U.S. Energy Information Administration ("EIA") through December 31, 2024.

(2) Information used within this chart was obtained from the USDA, National Agricultural Statistics Services, as of December 31, 2024.

Weather continues to be a critical variable for crop production. Even with high planted acres and above trendline yields per acre for corn in the United States, global inventory levels for corn and soybeans remain near historical 10-year averages and prices have remained elevated. Demand for nitrogen fertilizer, as well as other crop inputs, was strong for the spring 2024 planting season, primarily due to elevated grain prices and favorable weather conditions for planting.

Fertilizer input costs have been volatile since the fall of 2021. Natural gas prices were elevated in the fall of 2022 due to shortages in Europe and demand being driven by building natural gas storage for winter. Winter 2023/2024 weather was warmer than average in Europe and when combined with natural gas conservation measures caused demand and prices for natural gas in Europe to fall significantly in the first quarter of 2024 and remain below the 2021/2022 price levels throughout 2024. The decline in natural gas prices, and the resulting reversal of capacity curtailments, among other factors, has led to a significant reduction in the price for nitrogen fertilizer from peak prices. While we expect that natural gas prices might remain below the elevated levels experienced in 2022 in the near term, we believe that the structural shortage of natural gas in Europe will continue to be a source of volatility through at least 2026. Although pet coke prices had been elevated since 2021 due to higher natural gas prices compared to historical levels, as natural gas prices remained low in 2024, third-party pet coke prices declined into 2024 and fell further into 2025.

#### CVR Partners Initiatives

CVR Partners has been conducting engineering studies on the potential to utilize natural gas as an optional feedstock to pet coke at its facility in Coffeyville, Kansas (the "Coffeyville Fertilizer Facility"). Based on these studies, CVR Partners subsidiaries believes the Coffeyville Fertilizer Facility could utilize either natural gas or pet coke to produce nitrogen fertilizer by making certain modifications to the plant. If this project is approved by the board of directors of CVR Partners' general partner (the "UAN GP Board") and successfully implemented, it could allow CVR Partners to choose the **lowest cost optimal feedstock mix** for production and would make the Coffeyville Fertilizer Facility the only nitrogen fertilizer plant in the **U.S. United States** with that feedstock flexibility.

#### Market Indicators

While there is risk As part of shorter-term volatility given the inherent nature growth capital projects, CVR Partners has undertaken several initiatives to continually improve reliability of the commodity cycle and governmental and geopolitical risks, the Company believes the long-term fundamentals for the U.S. nitrogen fertilizer industry remain intact. The Nitrogen Fertilizer Segment views the anticipated combination its Facilities. In December 2024, an additional piece of (i) increasing global population, (ii) decreasing arable land per capita, (iii) continued evolution oxygen equipment was installed to more protein-based diets in developing countries, (iv) sustained use provide better reliability of corn and soybeans as feedstock for the domestic production of ethanol and other renewable fuels, and (v) positioning at the lower end of the global cost curve should provide a solid foundation for nitrogen fertilizer producers in the United States over the longer term.

Corn and soybeans are two major crops planted by farmers in North America. Corn crops result in the depletion of the amount of nitrogen within the soil in which it is grown, which in turn, results in the need for this nutrient to be replenished after each growing cycle. Unlike corn, soybeans are able to obtain most of their own nitrogen through a process known as "N fixation". As such, upon harvesting of soybeans, the soil retains a certain amount of nitrogen which results in lower demand for nitrogen fertilizer for the following corn planting cycle. Due to these factors, nitrogen fertilizer consumers generally operate a balanced corn-soybean rotational planting cycle as shown by the chart presented below for 2023, 2022, and 2021.

The relationship between the total acres planted for both corn and soybeans has a direct impact on the overall demand for nitrogen products, as the market and demand for nitrogen increases with increased corn acres and decreases with increased soybean acres. Additionally, an estimated 12.8 billion pounds of soybean oil is expected to be used in producing cleaner third-party

December 31, 2023 2024 | 52 60

renewable fuels in marketing year 2023/2024. Multiple refiners have announced renewable diesel expansion projects for 2024 air separation plant which supplies contract volumes of oxygen, nitrogen, and beyond, which should only increase the demand for soybeans and potentially for corn and canola.

The USDA data shows that in spring 2023 farmers planted 94.6 million corn acres, representing an increase of 6.8% as compared to 88.6 million corn acres in 2022. Planted soybean acres for spring 2023 are 83.6 million, representing a decrease of 4.5% as compared to 87.5 million soybean acres in 2022. The combined corn and soybean planted acres of 178.2 million in 2023 is an increase of 1.2% compared compressed dry air to the acreage planted in 2022. Due to lower input costs in 2023 for corn planting and the relative grain prices of corn versus soybeans, economics favored planting corn compared to soybeans in 2023. Lower inventory levels of corn and soybeans are expected to be supportive of grain prices into the spring of 2024. Coffeyville Fertilizer Facility gasifiers.

Ethanol is blended with gasoline to meet RFS requirements and for its octane value. Ethanol production has historically consumed approximately 37% of the U.S. corn crop used by the market, so demand for corn generally rises and falls with ethanol demand, as shown by the charts below, through December 31, 2023.

**U.S. Plant Production of Fuel Ethanol** <sup>(1)</sup>



**Corn and Soybean Planted Acres** <sup>(2)</sup>



(1) Information used within this chart was obtained from the U.S. Energy Information Administration ("EIA") through December 31, 2023.  
(2) Information used within this chart was obtained from the USDA, National Agricultural Statistics Services, as of December 31, 2023.

Weather continues to be a critical variable for crop production. Even with high planted acres and trendline yields per acre in the U.S., global inventory levels for corn and soybeans remain below historical levels and prices have remained elevated. With tight grain and fertilizer inventory levels driven by the conflict in Ukraine, prices for grains remained elevated through 2023, although below the elevated prices experienced in the spring of 2022. Demand for nitrogen fertilizer, as well as other crop inputs, was strong for the spring 2023 planting season and fall 2023 ammonia application, primarily due to elevated grain prices and favorable weather conditions for planting and fertilizer application.

Fertilizer input costs have been volatile since the fall of 2021. Natural gas prices were elevated in the fall of 2022 due to shortages in Europe and demand being driven by building natural gas storage for winter. Winter 2022/2023 weather was warmer than average in Europe and when combined with natural gas conservation measures, caused demand and prices for natural gas in Europe to fall significantly in the first quarter of 2023 and remain below the 2021/2022 price levels. The decline in natural gas prices has led to a significant reduction in the price for nitrogen fertilizer globally due to lower input costs. While we expect that natural gas prices might remain below the elevated levels experienced in 2022 in the near term, we believe that the structural shortage of natural gas in Europe will continue to be a source of volatility into 2024. Although pet coke prices remain elevated compared to historical levels, third-party pet coke prices have declined into 2024.

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December 31, 2023 | 53

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The charts below show relevant market indicators for the Nitrogen Fertilizer Segment by month through December 31, 2023 December 31, 2024:

**Ammonia and UAN Market Pricing (1)**



**Natural Gas Market Pricing (1)**



**Pet Coke Market Pricing (1)**



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(1) Information used within these charts was obtained from various third-party sources including Green Markets (a Bloomberg Company), Pace Petroleum Coke Quarterly, and the EIA, amongst others.

### Results of Operations

Effective with this Annual Report on Form 10-K for the year ended December 31, 2024 and due to the prominence of the renewables business relative to the Company's overall 2024 performance, we have revised our reportable segments to reflect a new reportable segment – Renewables. The Renewables Segment includes the operations of the renewable diesel unit and

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December 31, 2024 | 61

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renewable feedstock pretreater at the Wynnewood Refinery. Results of the Renewables Segment were not previously included within our reportable segments discussed below, rather included within "Other". Prior period segment information has been retrospectively adjusted to reflect the current segment presentation, and year-to-year comparisons between all periods presented for the Renewables Segment are discussed herein.

### Consolidated

The following sections should be read in conjunction with the information outlined within the previous sections of this Part II, Item 7 and the consolidated financial statements and related notes thereto in Part II, Item 8 of this Report. Our consolidated results of operations include renewable fuels, certain other unallocated corporate activities and the elimination of intercompany transactions and, therefore, do not equal the sum of the operating results of the Petroleum, Renewables, and Nitrogen Fertilizer Segments.

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December 31, 2023 | 54

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## Consolidated Financial Highlights

Operating Income	Net Income Attributable to CVR Energy Stockholders
 	
Earnings per Share	EBITDA (1)
 	

(1) See "Non-GAAP Reconciliations" section below for reconciliations of the non-GAAP measure shown above.

December 31, 2024 | 62

**Overview** - The For the year ended December 31, 2024, the Company's operating income and net income were \$1,123 million \$58 million and \$878 million, respectively, for the year ended December 31, 2023, increases of \$160 million and \$234 million \$45 million, respectively, compared to operating income and net income of \$963 million \$1.1 billion and \$644 million \$878 million, respectively, for the year ended December 31, 2022. These increases were driven by an improvement in operating income of \$263 million within the Petroleum Segment, partially offset by a decline in operating income of \$119 million within the Nitrogen Fertilizer Segment, for the year ended December 31, 2023 compared to the year ended December 31, 2022. Refer to our discussion of each segment's results of operations below for further information.

**Other Income (Expense), Net** - The Company's Other income (expense), net, was \$38 million for the year ended December 31, 2024 compared to \$14 million for the year ended December 31, 2023 compared to \$(77) million for the year ended December 31, 2022. The change was primarily attributable to a litigation settlement that occurred during 2022, the gain on the Company's sale of its Membership Interests in December 2024.

December 31, 2023 | 55

**Income Tax (Benefit) Expense** - The income income tax expense benefit for the year ended December 31, 2023 December 31, 2024 was \$207 million \$26 million, or 19.1% (137.2)% of income before income taxes, as compared to income tax expense for the year ended December 31, 2022 December 31, 2023 of \$157 million \$207 million, or 19.6% 19.1% of income before income taxes. The increase decrease in income tax expense was due primarily to an increase a decrease in overall pretax earnings, partially offset by decreases in state tax rates and an increase in tax credits and incentives generated for the year ended December 31, 2023 compared to the year ended December 31, 2022. In addition, the change in the effective tax rate was due primarily to changes in pretax earnings attributable to noncontrolling interests decreases in and the impact of federal and state tax rates and an increase in tax credits and incentives generated in relation to overall pretax earnings for the year ended December 31, 2023 December 31, 2024 compared to the year ended December 31, 2022 December 31, 2023.

## Petroleum Segment

The Petroleum Segment utilizes certain inputs within its refining operations. These inputs include crude oil, butanes, natural gasoline, ethanol, and bio-diesel (these are also known as "throughputs").

**Refining Throughput and Production Data by Refinery**

		Year Ended December 31,		
		2023	2022	2021
(in bpd)				
<b>Coffeyville</b>				
Regional crude		<b>62,859</b>	53,237	28,270
WTI		<b>27,283</b>	38,265	62,695
WTL		<b>731</b>	407	511
WTS		—	462	—
Midland WTI		—	642	452
Condensate		<b>7,566</b>	12,159	7,911
Heavy Canadian		<b>3,265</b>	6,847	3,695
DJ Basin		<b>20,342</b>	15,607	17,980
Bakken		<b>978</b>	—	—
Other feedstocks and blendstocks		<b>13,490</b>	11,556	10,788
<b>Wynnewood</b>				
Regional crude		<b>50,900</b>	46,159	60,287
WTL		<b>1,975</b>	2,323	3,430
WTS		—	143	202
Midland WTI		<b>137</b>	1,073	2,107
Condensate		<b>15,228</b>	13,283	7,360
Other feedstocks and blendstocks		<b>3,465</b>	3,125	3,396
<b>Total throughput</b>		<b>208,219</b>	205,288	209,084

		Year Ended December 31,		
		2024	2023	2022
(in bpd)				
<b>Coffeyville</b>				
Gathered crude		<b>71,382</b>	62,263	53,237
Other domestic		<b>39,360</b>	49,930	55,383
Canadian		<b>7,304</b>	3,265	6,847
Condensate		<b>3,177</b>	7,566	12,159
Other crude oil		<b>2,546</b>	—	—
Other feedstocks and blendstocks		<b>12,511</b>	13,490	11,556
<b>Wynnewood</b>				
Gathered crude		<b>46,185</b>	50,900	46,160
Other domestic		<b>980</b>	2,112	3,538
Condensate		<b>9,165</b>	15,228	13,283
Other feedstocks and blendstocks		<b>3,668</b>	3,465	3,125
<b>Total Throughput</b>		<b>196,278</b>	208,219	205,288

December 31, 2023 2024 | 56 63

**Production Data**
**Production Data**

Year Ended December 31,

**Production Data**

Year Ended December 31,

(in bpd)	(in bpd)	2023	2022	2021	(in bpd)	2024	2023	2022
<b>Coffeyville</b>								
Gasoline								
Gasoline								
Gasoline								
Distillate								
Other liquid products								
Solids								
<b>Wynnewood</b>								
Gasoline								
Gasoline								
Gasoline								
Distillate								
Other liquid products								
Solids								
<b>Total production</b>								
Light product yield (as % of crude throughput) <sup>(1)</sup>				<b>100.2 %</b>		99.3 %		100.6 %
Liquid volume yield (as % of total throughput) <sup>(2)</sup>				<b>97.4 %</b>		97.3 %		97.3 %
Distillate yield (as % of crude throughput) <sup>(3)</sup>				<b>43.3 %</b>		42.9 %		43.7 %
Light product yield (as % of total crude throughput) <sup>(1)</sup>				<b>100.2 %</b>		100.2 %		99.3 %
Liquid volume yield (as % of total throughput) <sup>(2)</sup>				<b>96.9 %</b>		97.4 %		97.3 %
Distillate yield (as % of total crude throughput) <sup>(3)</sup>				<b>43.1 %</b>		43.3 %		42.9 %

(1) Total Gasoline and Distillate divided by total Regional Gathered crude, WTI, WTL, Midland WTI, WTS, Other domestic, Canadian, and Condensate Heavy Canadian, DJ Basin, and Bakken throughput throughput (collectively, "Total Crude Throughput").

(2) Total Gasoline, Distillate, and Other liquid products divided by total throughput.

(3) Total Distillate divided by total Regional crude, WTI, WTL, Midland WTI, WTS, Condensate, Heavy Canadian, DJ Basin, and Bakken throughput. Total Crude Throughput.

#### Petroleum Segment Financial Highlights

Overview - For the year ended December 31, 2024, the Petroleum Segment's operating income and net income for the year ended December 31, 2023 were \$982 million and \$1,071 million, respectively, representing an improvement of \$263 million and \$312 million \$70 million, respectively, compared to an operating income and net income of \$719 million \$982 million and \$759 million \$1.1 billion, respectively, for the year ended December 31, 2022 December 31, 2023. The improvement decline in both operating income and net income compared to the prior period was primarily due to lower RFS related decreases in gasoline and distillate crack spreads in 2024, decreased production and increased maintenance resulting from the fire at the Wynnewood Refinery during the second quarter of 2024 (the "Wynnewood Fire") and unplanned downtime at the Coffeyville Refinery (together with the Wynnewood Fire, the "Petroleum Unplanned Outages"), and increased RFS-related expense and a favorable derivatives impact in the current year. 2024.

Net Sales	Operating Income (Loss)
1024	1026

December 31, 2023 2024 | 5764

**Net Income****EBITDA (1)** 1032  1033

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(1) See "Non-GAAP Reconciliations" section below for reconciliations of the non-GAAP measure shown above.

**Net Sales** - For the year ended December 31, 2023 December 31, 2024, net sales for the Petroleum Segment decreased by \$1.6 billion when was \$6.9 billion compared to \$8.3 billion for the year ended December 31, 2022 December 31, 2023. The decrease in net sales was due to decreased refined product prices resulting from declining demand and increasing inventory levels for the year ended December 31, 2023 December 31, 2024 compared to the year ended December 31, 2022 December 31, 2023. Further, higher net sales in 2022 2023 were due to increased prices resulting from tight inventory levels and uncertainty caused by the Russia-Ukraine war.

<b>Refining Margin</b> <b>Refining Margin (1)</b>	<b>Refining Margin</b> <b>(excluding Inventory</b> <b>Valuation Impacts (1)</b>
 1582	 1553

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(1) See "Non-GAAP Reconciliations" section below for reconciliations of the non-GAAP measures shown above.

**Refining Margin** - For the year ended December 31, 2023 December 31, 2024, refining margin was \$684 million, or \$9.53 per throughput barrel, compared to \$1.7 billion, or \$21.82 per throughput barrel, compared to \$1.4 billion, or \$19.09 per throughput barrel, for the year ended December 31, 2022 December 31, 2023.

The primary factors contributing to the \$227 million increase \$974 million decrease in refining margin were:

- A decline decrease in RFS-related expense the Group 3 2-1-1 crack spread of \$483 million, which includes \$14.22 per barrel, driven by a reduction tightening of gasoline and distillate crack spreads primarily due to increased inventory levels and lower demand in RINs revaluation impact of \$419 million; the current year;
- Unfavorable sales volume impacts related to the Petroleum Unplanned Outages; and

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December 31, 2023 2024 | **58.65**

- Favorable derivative impacts An increase in RFS-related expense, net of \$61 million from gains on open crack spread swap positions RINs sales, of \$42 million, which includes unfavorable RINs revaluation adjustments of \$195 million as a result of a smaller decrease in RINs prices in the current period and wider margins on Canadian crude oil forward purchases and sales compared to the prior period; previous period.
- A Factors partially offsetting the decrease in the Group 3 2-1-1 crack spread of \$5.91 per barrel, driven by a tightening distillate crack spread primarily due to strong utilization of the U.S. refining fleet during the winter and slowing demand trends; and margin were:
- Unfavorable inventory valuation impacts of \$32 million \$6 million in 2023 2024 compared to favorable unfavorable inventory valuation impacts of \$22 million \$32 million in 2022 2023, primarily due to decreased a smaller decrease in crude oil prices in for the current period as compared to the prior period.

**Direct Operating Expenses (1)** 2562

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(1) Exclusive of depreciation and amortization expense.

**Direct Operating Expenses (Exclusive of Depreciation and Amortization)** - For the year ended December 31, 2023 December 31, 2024, direct operating expenses (exclusive of depreciation and amortization) were \$406 million \$421 million compared to \$426 million \$406 million for the year ended December 31, 2022 December 31, 2023. The decrease increase in the current period was primarily due to increased repairs and maintenance costs and increased personnel costs as a result of the Petroleum Unplanned Outages, partially offset by lower costs for electricity and natural gas. On a total throughput barrel basis, direct operating expenses decreased increased to \$5.34 \$5.86 per barrel from \$5.68 \$5.34 per barrel, as a function of the decreased increased expense in 2023, 2024, combined with the increase decrease in total throughput in 2023 2024 compared to 2022, 2023.

**Depreciation and Amortization Expense****Selling, General, and Administrative Expenses and Other** 

**Depreciation and Amortization Expense** - For the year ended December 31, 2023, depreciation and amortization expense increased \$2 million compared to the year ended December 31, 2022, primarily due to turnaround asset additions in 2023.

December 31, 2023 2024 | 59 66

**Depreciation and Amortization Expense** - For the year ended December 31, 2024, depreciation and amortization expense was \$174 million compared to \$189 million for the year ended December 31, 2023. The decrease was primarily attributable to certain assets being retired or fully depreciated during the 2024 turnaround, partially offset by fixed asset additions during the 2024 turnaround.

**Selling, General, and Administrative Expenses and Other** - For the year ended December 31, 2023 December 31, 2024, selling, general and administrative expenses and other was \$81 \$77 million compared to \$90 \$81 million for the year ended December 31, 2022 December 31, 2023. The decrease was primarily a result of lower personnel costs driven by decreased share-based compensation due to a decline in the market price of CVR Energy's common stock.

**Renewables Segment**

The Renewables Segment utilizes certain inputs within its refining operations. These inputs include corn oil, soybean oil, and greater other vegetable oils (these are also known as "throughputs").

**Renewables Throughput and Production Data****Throughput Data**

(in gallons per day)

Corn Oil	52,807	53,661	20,501
Soybean Oil	98,439	172,297	96,014
Other feedstocks and blendstocks	58,730	51,039	34,122
<b>Total throughput</b>	<b>209,976</b>	<b>276,997</b>	<b>150,637</b>

**Production Data**

(in gallons per day)

Renewable diesel	134,399	200,015	101,362
Renewable naphtha	17,101	34,099	20,160
Renewable light ends	62,424	92,802	54,804
Other	41,064	45,552	26,961
<b>Total production</b>	<b>254,988</b>	<b>372,468</b>	<b>203,287</b>

Renewable diesel yield (as % of corn and soybean oil throughput)

Year Ended December 31,

2024 2023 2022

52,807	53,661	20,501
98,439	172,297	96,014
58,730	51,039	34,122
<b>209,976</b>	<b>276,997</b>	<b>150,637</b>

Year Ended December 31,

2024 2023 2022

134,399	200,015	101,362
17,101	34,099	20,160
62,424	92,802	54,804
41,064	45,552	26,961
<b>254,988</b>	<b>372,468</b>	<b>203,287</b>

89.2 % 88.5 % 87.0 %

**Renewables Segment Financial Highlights**

**Overview** - The Renewables Segment's operating loss on asset disposals and net loss for the year ended December 31, 2024 were \$22 million and \$21 million, respectively, compared to operating loss and net loss of \$37 million and \$36 million, respectively, for the year ended December 31, 2023. The improvement in both operating loss and net loss compared to the prior period was primarily due to an overall feedstock price decrease. Operating loss and net loss for the year ended December 31, 2023 improved compared to operating loss and net loss of \$47 million and \$47 million, respectively, for the year ended December 31, 2022 primarily due to having a full year of operations in 2023 compared to operations beginning in April of 2022, as well as a better margin environment in 2023 compared to 2022.

Net Sales	Operating Loss
 	
Net Loss	EBITDA (1)
 	

(1) See "Non-GAAP Reconciliations" section below for reconciliations of the non-GAAP measure shown above.

**Net Sales** - For the year ended December 31, 2024, net sales for the Renewables Segment was \$289 million compared to \$559 million for the year ended December 31, 2023. The decrease in net sales was due to reduced production and sales volumes coupled with decreased biodiesel RIN prices resulting from increased renewable diesel supply in the market for the year ended December 31, 2024 compared to the year ended December 31, 2023. Net sales for the year ended December 31, 2023 increased compared to net sales of \$338 million for the year ended December 31, 2022 primarily due to having a full year of operations in 2023 compared to operations beginning in April of 2022, partially offset by decreased biodiesel RINs prices resulting from increased renewable diesel supply in the market for the year ended December 31, 2023 compared to the year ended December 31, 2022.

#### Renewables Margin (1)



(1) See "Non-GAAP Reconciliations" section below for reconciliations of the non-GAAP measures shown above.

**Renewables Margin** - For the year ended December 31, 2024, renewables margin was \$44 million, or \$0.80 per Vegetable oil throughput gallon, compared to \$22 million, or \$0.27 per Vegetable oil throughput gallon, for the year ended December 31, 2023. The primary factors contributing to the \$22 million increase in renewables margin were:

- Favorable cost of sales of \$284 million due to lower Vegetable oil feedstock prices;
- An increase in the HOBO spread of \$0.59 per gallon, driven by a decrease in soybean oil prices of \$0.14 per pound due to increased U.S. soybean oil inventories resulting from higher production levels; and
- An increase in renewable diesel yield due to improved catalyst performance in the current year.

For the year ended December 31, 2022, renewables margin was \$(4) million, or \$(0.10) per Vegetable oil throughput gallon. The primary factors contributing to the \$26 million increase in renewables margin compared to the year ended December 31, 2023 were:

- A full year of operations in 2023 compared to beginning in April 2022; and

- An increase in the HOBO spread of \$0.37 per gallon, driven by a decrease in soybean oil prices of \$0.13 per pound due to increased global supply and decreased demand.

December 31, 2024 | 70

#### Direct Operating Expenses <sup>(1)</sup>

2559

(1) Exclusive of depreciation and amortization expense.

**Direct Operating Expenses (Exclusive of Depreciation and Amortization)** - For the year ended December 31, 2024, direct operating expenses (exclusive of depreciation and amortization) were \$31 million compared to \$28 million for the year ended December 31, 2023. The increase in the current period was primarily due to higher costs for insurance and chemicals used in the production process. On a Vegetable oil throughput gallon basis, direct operating expenses increased to \$0.57 per gallon from \$0.35 per gallon, as a function of the increased expense in 2024, partially offset by the decline in total Vegetable oil throughput in 2024 compared to 2023. Direct operating expenses (exclusive of depreciation and amortization) for the year ended December 31, 2023 increased compared to \$24 million for the year ended December 31, 2022 due primarily to higher costs for catalysts and electricity. On a Vegetable oil throughput gallon basis, direct operating expenses decreased to \$0.35 per gallon from \$0.55 per gallon, primarily due to the increased throughput in 2023 as compared to 2022, partially offset by the increased expense in 2023.

#### Nitrogen Fertilizer Segment

**Utilization and Production Volumes** - The following tables summarize the consolidated ammonia utilization from rates on a consolidated basis for the Nitrogen Fertilizer Segment's facilities in Coffeyville, Kansas (the "Coffeyville Fertilizer Facility", and together with the East Dubuque Fertilizer Facility, the "Facilities") and the East Dubuque Fertilizer Facility. Utilization is an important measure used by management to assess operational output at each of the Nitrogen Fertilizer Segment's facilities. Facilities. Utilization is calculated as actual tons of ammonia produced divided by capacity.

Utilization is presented solely on ammonia production, rather than on each nitrogen product, as it provides a comparative baseline against industry peers and eliminates the disparity of facility configurations for upgrade of ammonia into other nitrogen products. With production primarily focused on ammonia upgrade capabilities, we believe this measure provides a meaningful view of how we operate.

Gross tons of ammonia represent the total ammonia produced, including ammonia produced that was upgraded into other fertilizer products. Net tons available for sale represents the ammonia available for sale that was not upgraded into other

December 31, 2024 | 71

fertilizer products. The table below presents all of these Nitrogen Fertilizer Segment metrics for the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021: 2022:

	Year Ended December 31,		2023		2022		2021	
	Year Ended December 31,		2023		2022		2021	
	Year Ended December 31,		2023		2022		2021	
Consolidated Ammonia Utilization	100 %	81 %	92 %					
Ammonia utilization rate	96 %	100 %	81 %					

Production Volumes (in thousands of tons)

Production Volumes (in thousands of tons)

Production Volumes (in thousands of tons)

Ammonia (gross produced)									
Ammonia (gross produced)									
Ammonia (gross produced)	864	703	703	807	836	864	864	703	
Ammonia (net available for sale)	270	213	213	275	270	270	270	213	
UAN	UAN	1,369	1,140	1,140	1,208	UAN	1,369	1,369	1,140

On a consolidated basis, the Nitrogen Fertilizer Segment's utilization increased 19% decreased 4% to 100% 96% for the year ended December 31, 2023 December 31, 2024 as compared to the year ended December 31, 2022. This increase was December 31, 2023, primarily due to reduced production volumes and utilization during the 14-day planned turnarounds at both fertilizer facilities in the third quarter of 2022, which subsequently improved operational reliability. In addition, there was increased unplanned downtime in 2022 associated with the third-party air separation plant operated by Messer LLC (the "Messer Outages") outage at the Coffeyville Fertilizer Facility during the first quarter of 2024 and various pieces of equipment being down other minor unplanned outages at the East Dubuque Fertilizer Facility Facilities (the "2024 Outages") in the current period.

**Sales and Pricing per Ton** - Two of the Nitrogen Fertilizer Segment's key operating metrics are total sales volumes for ammonia and UAN, along with the product pricing per ton realized at the gate. Product pricing at the gate represents net sales less freight revenue divided by product sales volume in tons and is shown in order to provide a pricing measure comparable across the fertilizer industry.

	Year Ended December 31, 2023	Year Ended December 31, 2023	Year Ended December 31, 2023
Consolidated sales (thousand tons)			
Consolidated sales (thousand tons)			
Consolidated sales (thousand tons)			
Consolidated sales volumes (thousand tons)			
Consolidated sales volumes (thousand tons)			
Consolidated sales volumes (thousand tons)			
Ammonia			
Ammonia			
Ammonia			
UAN			
UAN			
UAN			
Consolidated product pricing at gate (dollars per ton)			
Consolidated product pricing at gate (dollars per ton)			
Consolidated product pricing at gate (dollars per ton)			
Ammonia			
Ammonia			
Ammonia			
UAN			
UAN			
UAN			

For the year ended December 31, 2024, total product sales volumes were unfavorable, compared to the year ended December 31, 2023 driven by reduced production volumes resulting from the 2024 Outages in the current period. For the year ended December 31, 2024, total product sales were unfavorable driven by sales price

decreases of 16% for ammonia and 20% for UAN during the year. Ammonia and UAN sales prices were unfavorable primarily due to lower natural gas prices reducing input costs and lower planted acres of corn in the U.S.

December 31, 2023 2024 | 60 72

For the year ended December 31, 2023, total product sales volumes were favorable, driven by reduced production volumes and utilization during the planned turnarounds at both fertilizer facilities in the third quarter of 2022, which subsequently improved operational reliability. In addition, the fertilizer facilities experienced minimal unplanned downtime in 2023 compared to 2022 due to the Messer Outages at the Coffeyville Fertilizer Facility and various pieces of equipment being down at the East Dubuque Fertilizer Facility in 2022. For the year ended December 31, 2023, total product sales were unfavorable driven by sales price decreases of 44% for ammonia and 36% for UAN. Ammonia and UAN sales prices were unfavorable primarily due to lower natural gas prices and increased global supplies of nitrogen fertilizers.

**Feedstock** - Our Coffeyville Fertilizer Facility utilizes a pet coke gasification process to produce nitrogen fertilizer. Our East Dubuque Fertilizer Facility uses natural gas in its production of ammonia. The table below presents these feedstocks for both fertilizer facilities within the Nitrogen Fertilizer Segment Facilities for the years ended December 31, 2023 December 31, 2024, 2022 2023, and 2021: 2022:

	Year Ended December 31,		
	2023	2022	2021
	2024	2023	2022
Petroleum coke used in production ( <i>thousands of tons</i> )			
Petroleum coke used in production ( <i>dollars per ton</i> )			
Natural gas used in production ( <i>thousands of MMBtus</i> ) <sup>(1)</sup>			
Natural gas used in production ( <i>dollars per MMBtu</i> ) <sup>(1)</sup>			
Natural gas in cost of materials and other ( <i>thousands of MMBtus</i> ) <sup>(1)</sup>			
Natural gas in cost of materials and other ( <i>dollars per MMBtu</i> ) <sup>(1)</sup>			

(1) The feedstock natural gas shown above does not include natural gas used for fuel. The cost of fuel natural gas is included in Direct operating expenses (exclusive of depreciation and amortization).

#### **Nitrogen Fertilizer Segment Financial Highlights**

**Overview** - The For the year ended December 31, 2024, the Nitrogen Fertilizer Segment's operating income and net income for the year ended December 31, 2023 were \$201 million \$90 million and \$172 million, respectively, representing declines of \$119 million and \$115 million \$61 million, respectively, compared to operating income and net income of \$320 million \$201 million and \$287 million \$172 million, respectively, for the year ended December 31, 2022 December 31, 2023. These variances decreases were driven primarily by decreased lower product sales prices attributable to natural gas prices reducing input costs and driving an overall decrease in market prices and unfavorable product sales volume driven by reduced production volumes resulting from the 2024 Outages in the current period, partially offset by increased production favorable utility costs due to lower natural gas and sales volumes, compared to 2022 electricity prices.

#### **Net Sales**

#### **Operating Income**

December 31, 2023 2024 | 61 73

#### **Net Income**

#### **EBITDA <sup>(1)</sup>**

(1) See "Non-GAAP Reconciliations" section below for reconciliations of the non-GAAP measures shown above.

**Net Sales** - For the year ended December 31, 2024, net sales for the Nitrogen Fertilizer Segment's net sales decreased by \$155 million compared to \$525 million compared to \$681 million for the year ended December 31, 2023 compared to the year ended December 31, 2022. This decrease was primarily due to unfavorable UAN and ammonia pricing conditions and sales volume which reduced revenue lowered revenues by \$374 million \$104 million and \$47 million, partially offset by increased sales volumes which contributed \$210 million in higher revenue compared to the year ended December 31, 2022, respectively. For the years ended December 31, 2023 December 31, 2024 and 2022, net sales included \$42 million \$36 million and \$35 million \$42 million in freight revenue and \$18 million \$16 million and \$11 million \$18 million in other revenue, respectively.

The following table demonstrates the impact of changes in sales volumes and pricing for the primary components of net sales, excluding urea products, freight, and other revenue, for the year ended December 31, 2023 December 31, 2024 compared to the year ended December 31, 2022 December 31, 2023:

(in millions)	(in millions)	Price Variance	Volume Variance	(in millions)	Price Variance	Volume Variance
UAN						
Ammonia						

For the year ended December 31, 2023 December 31, 2024 compared to the year ended December 31, 2022 December 31, 2023, ammonia and UAN sales prices were unfavorable primarily due to lower natural gas prices reducing input costs and increased global supplies of nitrogen fertilizers driving an overall decrease in market prices, paired with lower planted corn acres in the current year. Total product sales volumes were favorable/unfavorable driven by reduced production volumes and utilization during resulting from the planned turnarounds at both fertilizer facilities 2024 Outages in the third quarter of 2022, which subsequently improved operational reliability. In addition, there was minimal unplanned downtime in 2023 compared to 2022 due to the Messer Outages at the Coffeyville Fertilizer Facility and various pieces of equipment being down at the East Dubuque Fertilizer Facility in 2022. current period.

**Cost of Materials and Other - Cost** For the year ended December 31, 2024, cost of materials and other was \$104 million compared to \$134 million for the year ended December 31, 2023 was \$134 million, compared to \$131 million for the year ended December 31, 2022. The \$3 million increase/decrease was driven primarily by higher third-party lower pet coke feedstock costs, partially offset by lower and natural gas feedstock costs combined with favorable inventory impacts in the current period.

**Direct Operating Expenses (exclusive of depreciation and amortization)** - For the year ended December 31, 2023 December 31, 2024, direct operating expenses (exclusive of depreciation and amortization) were \$235 million \$214 million compared to \$270 million \$235 million for the year ended December 31, 2022 December 31, 2023. The \$35 million variance decrease was primarily due to turnaround expenses in the prior period associated with the planned turnarounds taking place at both fertilizer facilities in the third quarter of 2022, coupled with decreased personnel favorable utility costs from share-based compensation and due to lower natural gas and electricity costs prices combined with favorable inventory impacts in the current period.

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December 31, 2023 | 62

#### Non-GAAP Measures

Our management uses certain non-GAAP performance measures, and reconciliations to those measures, to evaluate current and past performance and prospects for the future to supplement our financial information presented in accordance with accounting principles generally accepted in the United States ("GAAP"). These non-GAAP financial measures are important factors in assessing our operating results and profitability and include the performance and liquidity measures defined below.

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December 31, 2024 | 74

The following are non-GAAP measures we present for the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021: 2022:

**EBITDA** - Consolidated net income (loss) before (i) interest expense, net, (ii) income tax expense (benefit) and (iii) depreciation and amortization expense.

**Petroleum EBITDA, Renewables EBITDA, and Nitrogen Fertilizer EBITDA** - Segment net income (loss) before segment (i) interest expense, net, (ii) income tax expense (benefit), and (iii) depreciation and amortization.

**Refining Margin** - The difference between our Petroleum Segment net sales and cost of materials and other.

**Refining Margin adjusted for Inventory Valuation Impacts** - Refining Margin adjusted to exclude the impact of current period market price and volume fluctuations on crude oil and refined product inventories purchased in prior periods and lower of cost or net realizable value adjustments, if applicable. We record our commodity inventories on the first-in-first-out basis. As a result, significant current period fluctuations in market prices and the volumes we hold in inventory can have favorable or unfavorable impacts on our refining margins as compared to similar metrics used by other publicly-traded companies in the refining industry.

**Refining Margin and Refining Margin adjusted for Inventory Valuation Impacts, per Throughput Barrel** - Refining Margin and Refining Margin adjusted for Inventory Valuation Impacts divided by the total throughput barrels during the period, which is calculated as total throughput barrels per day times the number of days in the period.

**Direct Operating Expenses per Throughput Barrel** - Direct operating expenses for our Petroleum Segment divided by total throughput barrels for the period, which is calculated as total throughput barrels per day times the number of days in the period.

**Renewables Margin** - The difference between our Renewables Segment net sales and cost of materials and other.

**Renewables Margin per Vegetable Oil Throughput Gallon** - Renewables Margin divided by the total Vegetable oil throughput gallons for the period, which is calculated as total Vegetable oil throughput gallons per day times the number of days in the period.

**Direct Operating Expenses per Vegetable Oil Throughput Gallon** - Direct operating expenses for our Renewables Segment divided by total Vegetable oil throughput gallons for the period, which is calculated as total Vegetable oil throughput gallons per day times the number of days in the period.

**Adjusted EBITDA, Petroleum Adjusted EBITDA, Renewables Adjusted EBITDA, and Nitrogen Fertilizer Adjusted EBITDA** - EBITDA, Petroleum EBITDA, Renewables EBITDA, and Nitrogen Fertilizer EBITDA adjusted for certain significant noncash items and items that management believes are not attributable to or indicative of our ongoing operations or that may obscure our underlying results and trends.

We present these measures because we believe they may help investors, analysts, lenders and ratings agencies analyze our results of operations and liquidity in conjunction with our U.S. GAAP results, including but not limited to our operating performance as compared to other publicly-traded companies in the refining and fertilizer industries, without regard to historical cost basis or financing methods and our ability to incur and service debt and fund capital expenditures. Non-GAAP measures have important limitations as analytical tools because they exclude some, but not all, items that affect net earnings and operating income. These measures should not be considered substitutes for their most directly comparable U.S. GAAP financial measures. See "Non-GAAP Reconciliations" included herein for reconciliation of these amounts. Due to rounding, numbers presented within this section may not add or equal to numbers or totals presented elsewhere within this document.

## Factors Affecting Comparability of Our Financial Results

### Petroleum Segment

**Major Scheduled Turnaround Activities** - Our results of operations for the periods presented may not be comparable with prior periods or to our results of operations in the future due to capitalized expenditures as part of planned turnarounds. Total capitalized expenditures were \$58 million, \$60 million, \$81 million, and \$81 million during the years ended December 31, 2023, December 31, 2024, 2022, 2023, and 2021, 2022, respectively. The next planned turnarounds are currently scheduled to take place in the spring first quarter of 2024 at the Wynnewood Refinery at an estimated cost of \$44 million and in 2025 at the Coffeyville Refinery.

**Midway Disposition** - On December 23, 2024, a subsidiary of the Company sold the 50% Membership Interests it owned in Midway to Plains Pipeline, L.P. in exchange for cash consideration of approximately \$90 million. The sale resulted in a gain of \$24 million within Other income (expense), net in the Company's Consolidated Statements of Operations.

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December 31, 2023 2024 | 63 75

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### Nitrogen Fertilizer Segment

**Major Scheduled Turnaround Activities** - Our results of operations for the periods presented may not be comparable with prior periods or to our results of operations in the future due to expenses incurred as part of planned turnarounds. We incurred turnaround expenses of less than \$1 million, \$2 million, \$33 million, and \$33 million during the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022, respectively. The next planned turnarounds are currently scheduled to take place commence in the fourth quarter of 2025 at the Coffeyville Fertilizer Facility and in 2026 at the East Dubuque Fertilizer Facility.

#### Non-GAAP Reconciliations

##### Reconciliation of Net Income to EBITDA and Adjusted EBITDA

(in millions)	(in millions)	Year Ended December 31,			
		Year Ended December 31,			
		Year Ended December 31,			
		2023	2022	2021	(in millions)
<b>Net income</b>					
Interest expense, net					
Interest expense, net					
Interest expense, net					
Income tax expense (benefit)					
Income tax expense (benefit)					
Income tax expense (benefit)					
Income tax (benefit) expense					
Income tax (benefit) expense					
Income tax (benefit) expense					
Depreciation and amortization					
Depreciation and amortization					
Depreciation and amortization					
<b>EBITDA</b>					
EBITDA					
EBITDA					
EBITDA					
<i>Adjustments:</i>					
Revaluation of RFS liability					
Revaluation of RFS liability					
Revaluation of RFS liability					
Gain on marketable securities					
Gain on marketable securities					
Gain on marketable securities					
Unrealized (gain) loss on derivatives, net					
Unrealized (gain) loss on derivatives, net					
Unrealized (gain) loss on derivatives, net					
Revaluation of RFS liability, (favorable) unfavorable					
Revaluation of RFS liability, (favorable) unfavorable					
Revaluation of RFS liability, (favorable) unfavorable					
Unrealized loss (gain) on derivatives, net					
Unrealized loss (gain) on derivatives, net					
Unrealized loss (gain) on derivatives, net					
Inventory valuation impacts, unfavorable (favorable)					
Inventory valuation impacts, unfavorable (favorable)					
Inventory valuation impacts, unfavorable (favorable)					
Gain on sale of equity method investment					

Gain on sale of equity method investment
Gain on sale of equity method investment
Call Option Lawsuits settlement
Call Option Lawsuits settlement
Call Option Lawsuits settlement
<b>Adjusted EBITDA</b>
<b>Adjusted EBITDA</b>
<b>Adjusted EBITDA</b>

**Reconciliation of Petroleum Segment Net Income to EBITDA and Adjusted EBITDA**

	Year Ended December 31,		
	2023	2022	2021
(in millions)			
<b>Petroleum net income</b>	\$ 1,071	\$ 759	\$ 4
Interest income, net	(75)	(41)	(21)
Depreciation and amortization	189	187	203
<b>Petroleum EBITDA</b>	<b>1,185</b>	905	186
<i>Adjustments:</i>			
Revaluation of RFS liability	(284)	135	63
Unrealized (gain) loss on derivatives, net	(30)	3	(16)
Inventory valuation impacts, unfavorable (favorable) <sup>(1)</sup>	32	(22)	(127)
<b>Petroleum Adjusted EBITDA</b>	<b>\$ 903</b>	<b>\$ 1,021</b>	<b>\$ 106</b>

December 31, 2023 | 64

**Reconciliation of Petroleum Segment Gross Profit to Refining Margin and Refining Margin Adjusted for Inventory Valuation Impact**

	Year Ended December 31,		
	2023	2022	2021
(in millions)			
<b>Net sales</b>	\$ 8,287	\$ 9,919	\$ 6,721
<i>Less:</i>			
Cost of materials and other	(6,629)	(8,488)	(6,100)
Direct operating expenses (exclusive of depreciation and amortization)	(406)	(426)	(369)
Depreciation and amortization	(185)	(182)	(197)
<b>Gross profit</b>	<b>1,067</b>	823	55
<i>Add:</i>			
Direct operating expenses (exclusive of depreciation and amortization)	406	426	369
Depreciation and amortization	185	182	197
<b>Refining margin</b>	<b>1,658</b>	1,431	621
Inventory valuation impacts, unfavorable (favorable) <sup>(1)</sup>	32	(22)	(127)
<b>Refining margin, adjusted for inventory valuation impacts</b>	<b>\$ 1,690</b>	<b>\$ 1,409</b>	<b>\$ 494</b>

	Year Ended December 31,		
	2024	2023	2022
(in millions)			
<b>Petroleum net income</b>	\$ 70	\$ 1,071	\$ 759
Interest income, net	(21)	(75)	(41)

Depreciation and amortization	174	189	187
<b>Petroleum EBITDA</b>	<b>223</b>	<b>1,185</b>	<b>905</b>
<i>Adjustments:</i>			
Revaluation of RFS liability, (favorable) unfavorable	(89)	(284)	135
Unrealized loss (gain) on derivatives, net	22	(30)	3
Inventory valuation impacts, unfavorable (favorable) (1)	6	32	(22)
Gain on sale of equity method investment	(24)	—	—
<b>Petroleum Adjusted EBITDA</b>	<b>\$ 138</b>	<b>\$ 903</b>	<b>\$ 1,021</b>

(1) The Petroleum Segment's basis for determining inventory value under GAAP is FIFO. Changes in crude oil prices can cause fluctuations in the inventory valuation of crude oil, work in process and finished goods, thereby resulting in a favorable inventory valuation impact when crude oil prices increase and an unfavorable inventory valuation impact when crude oil prices decrease. The inventory valuation impact is calculated based upon inventory values at the beginning of the accounting period and at the end of the accounting period. In order to derive the inventory valuation impact per total throughput barrel, we utilize the total dollar figures for the inventory valuation impact and divide by the number of total throughput barrels for the period.

#### **Reconciliation of Petroleum Segment Total Throughput Barrels and Metrics per Total Throughput Barrel**

	Year Ended December 31,		
	2023	2022	2021
Total throughput barrels per day	<b>208,219</b>	205,288	209,084
Days in the period	<b>365</b>	365	365
<b>Total throughput barrels</b>	<b>75,999,905</b>	<b>74,930,140</b>	<b>76,315,701</b>
<i>(in millions, except per total throughput barrel)</i>			
Refining margin	\$ 1,658	\$ 1,431	\$ 621
Refining margin per total throughput barrel	\$ 21.82	\$ 19.09	\$ 8.14
Refining margin, adjusted for inventory valuation impact	\$ 1,690	\$ 1,409	\$ 494
Refining margin adjusted for inventory valuation impact per total throughput barrel	\$ 22.24	\$ 18.80	\$ 6.48
Direct operating expenses (exclusive of depreciation and amortization)	\$ 406	\$ 426	\$ 369
Direct operating expenses per total throughput barrel	\$ 5.34	\$ 5.68	\$ 4.83

December 31, 2023 2024 | **65 76**

#### **Reconciliation of Petroleum Segment Gross Profit to Refining Margin**

	Year Ended December 31,		
	2024	2023	2022
<i>(in millions, except throughput data)</i>			
<b>Net sales</b>	<b>\$ 6,920</b>	<b>\$ 8,287</b>	<b>\$ 9,919</b>
<i>Less:</i>			
Cost of materials and other	(6,236)	(6,629)	(8,488)
Direct operating expenses (exclusive of depreciation and amortization)	(421)	(406)	(426)
Depreciation and amortization	(174)	(185)	(182)
<b>Gross profit</b>	<b>89</b>	<b>1,067</b>	<b>823</b>
<i>Add:</i>			
Direct operating expenses (exclusive of depreciation and amortization)	421	406	426
Depreciation and amortization	174	185	182

<b>Refining margin</b>	\$ 684	\$ 1,658	\$ 1,431
Total throughput barrels per day	196,278	208,219	205,288
Days in the period	366	365	365
<b>Total throughput barrels</b>	<b>71,837,644</b>	<b>75,999,905</b>	<b>74,930,140</b>
<b>Refining margin per total throughput barrel</b>	<b>\$ 9.53</b>	<b>\$ 21.82</b>	<b>\$ 19.09</b>
<b>Direct operating expenses per total throughput barrel</b>	<b>5.86</b>	<b>5.34</b>	<b>5.68</b>

#### Reconciliation of Renewables Segment Net Loss to EBITDA and Adjusted EBITDA

(in millions)	Year Ended December 31,		
	2024	2023	2022
<b>Renewables net loss</b>	<b>\$ (21)</b>	<b>\$ (36)</b>	<b>\$ (47)</b>
Interest expense, net	(1)	(1)	—
Depreciation and amortization	25	20	16
<b>Renewables EBITDA</b>	<b>3</b>	<b>(17)</b>	<b>(31)</b>
<i>Adjustments:</i>			
Unrealized (gain) loss on derivatives, net	—	(2)	2
Inventory valuation, (favorable) unfavorable <sup>(1) (2)</sup>	7	14	(2)
<b>Renewables Adjusted EBITDA</b>	<b>\$ 10</b>	<b>\$ (5)</b>	<b>\$ (31)</b>

(1) The Renewables Segment's basis for determining inventory value under GAAP is FIFO. Changes in renewable diesel and renewable feedstock prices can cause fluctuations in the inventory valuation of renewable diesel, work in process and finished goods, thereby resulting in a favorable inventory valuation impact when renewable diesel prices increase and an unfavorable inventory valuation impact when renewable diesel prices decrease. The inventory valuation impact is calculated based upon inventory values at the beginning of the accounting period and at the end of the accounting period.

(2) Includes an inventory valuation charge of \$5 million and \$4 million recorded in the fourth quarters of 2024 and 2023, respectively, as inventories were reflected at the lower of cost or net realizable value. No adjustment was necessary for any other period in 2024, 2023, or 2022.

December 31, 2024 | 77

#### Reconciliation of Renewables Segment Gross Loss to Renewables Margin

(in millions, except throughput data)	Year Ended December 31,		
	2024	2023	2022
<b>Net sales</b>	<b>\$ 289</b>	<b>\$ 559</b>	<b>\$ 338</b>
<i>Less:</i>			
Cost of materials and other	(245)	(537)	(342)
Direct operating expenses (exclusive of depreciation and amortization)	(31)	(28)	(24)
Depreciation and amortization	(25)	(20)	(16)
<b>Gross loss</b>	<b>(12)</b>	<b>(26)</b>	<b>(44)</b>
<i>Add:</i>			
Direct operating expenses (exclusive of depreciation and amortization)	31	28	24
Depreciation and amortization	25	20	16
<b>Renewables margin</b>	<b>\$ 44</b>	<b>\$ 22</b>	<b>\$ (4)</b>
Total Vegetable oil throughput gallons per day	151,278	225,957	116,515

Days in the period	366	365	365
<b>Total Vegetable oil throughput gallons</b>	<b>55,367,620</b>	<b>82,474,473</b>	<b>42,527,847</b>
Renewables margin per Vegetable oil throughput gallon	\$ 0.80	\$ 0.27	\$ (0.10)
Direct operating expenses per Vegetable oil throughput gallon	0.57	0.35	0.55

#### Reconciliation of Nitrogen Fertilizer Segment Net Income to EBITDA and Adjusted EBITDA

	Year Ended December 31,		
(in millions)	2023	2022	(in millions)

#### Nitrogen Fertilizer net income

Interest expense, net  
Depreciation and amortization  
Depreciation and amortization  
Depreciation and amortization

#### Nitrogen Fertilizer EBITDA and Adjusted EBITDA

#### Liquidity and Capital Resources

Our principal source of liquidity has historically been cash from operations. As further discussed below, our principal uses of cash are for working capital, capital expenditures, funding our debt service obligations, and paying dividends to our stockholders, as further discussed below.

The demand for refined products has returned to stockholders. We may also seek to pre-COVID levels, and secure additional liquidity to help mitigate the supply impacts potential impact of refinery closures in the United States and globally have kept inventories of refined products at or below five-year average levels. However, current geopolitical matters, adverse government actions such as the conflict between Israel and Hamas and the ongoing Russia-Ukraine war, pose significant risks to global markets and could contribute to further oil inventory tightening and price volatility, and disrupt the production and trade EPA denial of fertilizer, grains, and feedstock supply through several means, including trade restrictions and supply chain disruptions. SREs.

While the volatility in Certain external factors, such as volatile commodity pricing, has higher industry utilization, and oversupply have had a favorable an unfavorable impact on our business, especially on our Petroleum segment, and has not significantly have negatively impacted cash from operations, our primary source of liquidity, there is still liquidity. Operational issues at our facilities, including the fire incident at the Wynnewood Refinery in the second quarter of 2024 and weather-related external power outages at both refineries in the third quarter of 2024, have also contributed to the negative impact on our cash from operations. In addition, uncertainty on the horizon remains due to the potential for recession driven further demand destruction, increased supply of refined products from the startup of new refineries worldwide, the impacts of increasing electric vehicles and any liquid natural gas and other improvements in fuel efficiencies, and potential implications of geopolitical matters. We continue matters and government regulatory actions. The planned turnaround at the Coffeyville Refinery that started in January 2025 and is currently expected to maintain be completed in approximately 45 days from commencement is an event that is scheduled to occur once every five years and supports our continued focus on safe and reliable operations, maintain an appropriate level with a total estimated cash outlay of cash \$175 million to fund ongoing operations, and protect our balance sheet \$200 million. As a result of these factors, the Board elected to declare suspend payment of the cash dividends dividend in October 2024 and has implemented and are maintaining the following measures:

- (1) The deferment of \$0.50 per share new growth capital spending; and

December 31, 2024 | 78

- (2) A reduction in capital expenditures for the first, second, third fourth quarter of 2024 and fourth quarters certain capital expenditures through 2025 to only include those projects critical to continuing safe and reliable operations, environmental compliance projects or are required to support future activities.

Concurrently, the Company took the following actions to further enhance the Company's liquidity:

- (1) Entered into the Term Loan in the amount of \$325 million, which has scheduled quarterly principal amortization payments in an amount equal to 0.25% of the aggregate principal amount of the initial term loans and \$1.50 per share maturity on December 30, 2027. Refer to Part II, Item 8, Note 8 ("Long-Term Debt and Finance Lease Obligations") of this Report for further discussion;
- (2) Sold the second 50% Membership Interests it owned in Midway for cash consideration of approximately \$90 million;

(3) Entered into an Incremental Commitment Agreement for an amount of \$70 million, which increased the total aggregate principal amount available under the CVR Energy ABL from \$275 million to \$345 million; and third quarters of 2023, respectively.

(4) Explored additional efforts to control costs.

These decisions support the Company's continued focus on financial discipline through a balanced approach of evaluation of strategic investment opportunities and stockholder dividends while maintaining to maintain adequate capital requirements for ongoing operations throughout this environment of uncertainty. The Board will continue to evaluate the economic environment, the Company's cash needs, optimal uses of cash, payment of dividends (if any), and other applicable factors, and may elect to make additional changes to the Company's dividend (if any) capital allocation in future periods. Additionally, in executing financial discipline, we have successfully implemented and are maintaining the following measures:

- Focused on maintaining adequate liquidity to help mitigate the potential impact of adverse government actions such as the EPA unlawfully denying SREs;
- Focused refining maintenance capital expenditures to only include those projects which are a priority to support continuing safe and reliable operations, or which we consider required to support future activities;
- Focused future capital allocation to high-return assets and opportunities that advance participation in the energy industry transformation; and
- Continued to focus on disciplined management of operational and general and administrative costs.

When considering the market conditions and actions outlined above, we currently believe that our cash from operations and existing cash and cash equivalents, along with borrowings, as necessary, will be sufficient to satisfy anticipated cash requirements associated with our existing operations for at least the next 12 months. However, our future capital expenditures and other cash requirements could be higher than we currently expect as a result of various factors including, but not limited to, rising material and labor costs, the costs associated with complying with the RFS's outcome of litigation and other factors. Additionally, our ability to generate sufficient cash from our operating activities and secure additional financing depends on our future operational performance, which is subject to general economic, political, financial, competitive, and other factors, some of which may be beyond our control.

Depending on the needs of our business, contractual limitations, and market conditions, we may, from time to time, seek to issue equity securities, incur additional debt, issue debt securities, or redeem, repurchase, refinance, or retire our outstanding debt through privately negotiated transactions, open market repurchases, redemptions, exchanges, tender offers or otherwise.

December 31, 2023 | 66

but we are under no obligation to do so. otherwise. There can be no assurance that we will seek to do any of the foregoing or that we will be able to do any of the foregoing on terms acceptable to us or at all. We closely monitor the amounts and timing of our sources and uses of funds and the availability and borrowings, if any, under the CVR Energy ABL. Our ability to incur additional indebtedness could be restricted by the terms of our existing Senior Notes, the CVR Energy ABL, as defined below, or the Term Loan.

On September 26, 2023, CVR Partners Considering the market conditions and certain actions outlined above, we believe that our cash from operations and existing cash and cash equivalents, along with borrowings, as necessary, will be sufficient to satisfy anticipated cash requirements associated with our existing operations for at least the next 12 months. Our future expenditures for turnaround, capital expenditures and other cash requirements could be higher than we currently expect as a result of its subsidiaries entered into Amendment No. 1 various factors including, but not limited to, rising material and labor costs, the costs associated with complying with the RFS and the outcome of litigation and other factors. Additionally, our ability to generate adequate cash from our operating activities in the current commodity price environment, sell non-core assets, access capital markets, incur additional debt or take any other action to improve our liquidity is subject to the Credit Agreement (the "CVR Partners ABL Amendment") with Wells Fargo Bank, National Association, a national banking associate ("Wells Fargo"), as administrative agent, collateral agent risks discussed above and a lender. The CVR Partners ABL Amendment amended elsewhere in our periodic reports and the other risks and uncertainties that certain Credit Agreement, dated as of September 30, 2021 (as amended by the CVR Partners ABL Amendment, the "CVR Partners ABL"), by exist in our industry, and among the credit parties thereto and Wells Fargo, as administrative agent, collateral agent and a lender, to, among other things, (i) increase the aggregate principal amount available under the credit facility by an additional \$15 million to a total of \$50 million in the aggregate, with an incremental facility of an additional \$15 million in the aggregate depends on our future operational performance, which is subject to additional lender commitments general economic, political, financial, competitive, and certain other conditions, and (ii) extend the maturity date by an additional four years to September 26, 2028.

On December 21, 2023, CVR Energy completed the issuance factors, some of \$600 million in aggregate principal amount of 8.50% Senior Notes due 2029 (the "2029 Notes"), which mature on January 15, 2029, unless earlier redeemed or purchased. Interest on the 2029 Notes is payable semi-annually in arrears on February 15 and August 15 each year, commencing on February 15, 2024. As of December 31, 2023, the net proceeds of the offering were reserved to fund the redemption of the Company's outstanding 5.25% Senior Notes due 2025 (the "2025 Notes"). On February 15, 2024, CVR Energy redeemed the outstanding 2025 Notes, at par, and settled accrued interest of approximately \$16 million to the date of redemption. Refer to Part II, Item 8, Note 8 ("Long-Term Debt and Finance Lease Obligations") of this Report for further discussion. may be beyond our control.

The Company and its subsidiaries were in compliance with all applicable financial covenants under their respective debt instruments as of December 31, 2023 December 31, 2024 and through the date of filing of this Report, as applicable.

We do not have any "off-balance sheet arrangements" as such term is defined within the rules and regulations of the SEC.

#### Cash Balances and Other Liquidity

As of December 31, 2023 December 31, 2024, we had total liquidity of approximately \$869 million, not considering the \$598 million of reserved funds to be utilized for the repayment of the 2025 Notes. Total liquidity consists of \$581 million \$987 million of consolidated cash and cash equivalents, \$249 million \$238 million available under CVR Energy's Amended and Restated ABL Credit Agreement (the "CVR Energy ABL"), and \$39 million available under the CVR Partners ABL. As of December 31, 2022 December 31, 2023, we had \$510 million total liquidity of approximately \$869 million, not considering the \$598 million of reserved funds that were utilized for the repayment of CVR Energy's 5.25% Senior Notes, due 2025 (the "2025 Notes"). Total liquidity consisted of \$581 million in cash and cash equivalents, \$249 million available under the CVR Energy ABL, and \$39 million available under the CVR Partners ABL.

Long-term debt consisted of the following:

(in millions)	December 31, 2023	December 31, 2022
<b>CVR Energy:</b>		
5.25% Senior Notes, due February 2025, net of current portion <sup>(1)</sup>	\$ —	\$ 600
5.75% Senior Notes, due February 2028	400	400
8.50% Senior Notes, due January 2029	600	—
Unamortized debt issuance costs	(5)	(4)
<b>Total CVR Energy debt</b>	<b>995</b>	<b>996</b>
<b>Nitrogen Fertilizer Segment:</b>		
6.125% Senior Secured Notes, due June 2028	550	550
Unamortized debt issuance costs	(3)	(3)
<b>Total Nitrogen Fertilizer Segment debt</b>	<b>547</b>	<b>547</b>
<b>Total long-term debt</b>	<b>1,542</b>	<b>1,543</b>
Current portion of long-term debt <sup>(1)</sup>	599	—
<b>Total long-term debt, including current portion</b>	<b>\$ 2,141</b>	<b>\$ 1,543</b>

(1) On December 21, 2023, the Company delivered a notice of redemption to the holders of its 2025 Notes, that all outstanding amounts of the 2025 Notes, plus any accrued and unpaid interest to the redemption date, would be redeemed on February 15, 2024. As such, the

December 31, 2023 2024 | 67 79

outstanding balance Long-term debt consisted of the \$600 million principal amount of the 2025 Notes was classified as short-term as of December 31, 2023. following:

(in millions)	December 31,	
	2024	2023
<b>CVR Energy:</b>		
8.50% Senior Notes, due January 2029	\$ 600	\$ 600
5.75% Senior Notes, due February 2028	400	400
Unamortized debt issuance costs	(4)	(5)
<b>Total CVR Energy debt</b>	<b>996</b>	<b>995</b>
<b>Petroleum Segment:</b>		
Term Loan	322	—
Unamortized debt discount and debt issuance costs	(8)	—
<b>Total Petroleum Segment debt</b>	<b>314</b>	<b>—</b>
<b>Nitrogen Fertilizer Segment:</b>		

6.125% Senior Secured Notes, due June 2028	550	550
Unamortized debt issuance costs	(2)	(3)
<b>Total Nitrogen Fertilizer Segment debt</b>	<b>548</b>	<b>547</b>
<b>Total long-term debt</b>	<b>1,858</b>	<b>1,542</b>
Current portion of long-term debt <sup>(1)</sup>	3	599
<b>Total long-term debt, including current portion</b>	<b>\$ 1,861</b>	<b>\$ 2,141</b>

(1) On February 15, 2024, the CVR Energy's 5.25% Senior Notes, due 2025 Notes (the "2025 Notes") were paid in full, at par, plus accrued and unpaid interest to the redemption date.

#### CVR Energy

As of December 31, 2023 December 31, 2024, CVR Energy has the 2025 Notes, the 5.75% Senior Notes, due 2028 (the "2028 Notes"), the 2029 Notes, and the CVR Energy ABL, 8.50% Senior Notes, due 2029 (the "2029 Notes"), the net proceeds of which may be used for general corporate purposes, which may include funding acquisitions, working capital and capital expenditures, share repurchases or distributions to our stockholders. Refer

#### Petroleum Segment

As of December 31, 2024, the Petroleum Segment has the Term Loan and the CVR Energy ABL. The net proceeds from the Term Loan will be used to Part II, Item 8, Note 8 ("Long-Term Debt fund capital expenditures, including turnaround initiatives. The CVR Energy ABL supports working capital needs and Finance Lease Obligations") of this Report liquidity for further discussion, daily operations.

#### Nitrogen Fertilizer Segment

As of December 31, 2023 December 31, 2024, the Nitrogen Fertilizer Segment has the had outstanding its 6.125% Senior Secured Notes, due June 2028 (the "2028 UAN Notes") and the CVR Partners ABL, the proceeds of which may be used to fund working capital and capital expenditures and for other general corporate purposes.

Refer to Part II, Item 8, Note 8 ("Long-Term Debt and Finance Lease Obligations") of this Report for further discussion, discussions of these debt instruments.

#### Capital Spending

We divide capital spending needs into two categories: maintenance and growth. Maintenance capital spending includes non-discretionary maintenance projects and projects required to comply with environmental, health, and safety regulations. Growth capital projects generally involve an expansion of existing capacity, reliability improvements, and/or a reduction in direct operating expenses. We undertake growth capital spending based on the expected return on incremental capital employed, which is typically funded by reserves taken in prior years.

In November 2021, the Board approved the renewable feedstock pretreater project at the Wynnewood Refinery, which was mechanically completed in the fourth quarter of 2023 at a cost of \$94 million.

December 31, 2024 | 80

Our total capital expenditures for the year ended December 31, 2023 December 31, 2024, along with our estimated expenditures for 2024, 2025, by segment, are as follows:

(in millions)	2023 Actual			2024 Estimate					
	Maintenance	Growth	Total	Maintenance		Growth		Total	
				Low	High	Low	High	Low	High
Petroleum	\$ 94	\$ 14	\$ 108	\$ 113	\$ 123	\$ 51	\$ 55	\$ 164	\$ 178
Nitrogen Fertilizer	28	1	29	32	35	12	13	44	48
Other <sup>(1)</sup>	6	54	60	8	10	9	14	17	24
<b>Total</b>	<b>\$ 128</b>	<b>\$ 69</b>	<b>\$ 197</b>	<b>\$ 153</b>	<b>\$ 168</b>	<b>\$ 72</b>	<b>\$ 82</b>	<b>\$ 225</b>	<b>\$ 250</b>

(1) Includes renewables spending for the Wynnewood Refinery's renewable feedstock pretreater project. As of December 31, 2023, Renewables does not meet the definition of a reportable segment as defined under Accounting Standards Codification Topic 280.

(in millions)	2024 Actual			2025 Estimate					
	Maintenance	Growth	Total	Maintenance		Growth		Total	
				Low	High	Low	High	Low	High
Petroleum	\$ 90	\$ 38	\$ 128	\$ 70	\$ 80	\$ 35	\$ 45	\$ 105	\$ 125
Renewables	3	8	11	3	5	1	2	4	7
Nitrogen Fertilizer	30	7	37	35	45	20	25	55	70
Other	4	1	5	—	2	1	1	1	3
<b>Total</b>	<b>\$ 127</b>	<b>\$ 54</b>	<b>\$ 181</b>	<b>\$ 108</b>	<b>\$ 132</b>	<b>\$ 57</b>	<b>\$ 73</b>	<b>\$ 165</b>	<b>\$ 205</b>

Our estimated capital expenditures are subject to further change due to changes in the capital projects' cost, scope, and completion time for capital projects. For example, we may experience changes in labor or equipment costs necessary to comply with government regulations or to complete projects that sustain or improve the profitability of the refineries or facilities. We may also accelerate or defer some capital expenditures from time to time. Capital spending for CVR Partners is determined by the UAN GP Board. The Board determines CVR Partners' capital spending. We will continue to monitor market conditions and make adjustments, if needed, to our current capital spending or turnaround plans. We may also accelerate or defer some capital expenditures from time to time. For example, as described further above, volatile commodity pricing and higher industry utilization and oversupply have had an unfavorable impact on our business and have negatively impacted our cash from operating activities and liquidity. As a result, in October 2024, the Board elected to suspend payment of the cash dividend, defer new growth capital spending, and reduce certain expected capital expenditures, as further discussed under "Liquidity and Capital Resources" above.

The Petroleum Segment's planned turnaround at the Wynnewood Refinery commenced in February 2024 and was completed in March 2024. The planned turnaround at the Coffeyville Refinery commenced in January 2025 and is expected to be completed 45 days from commencement. The Petroleum Segment's total capitalized expenditures were \$58 million, \$60 million, \$81 million, and \$81 million during the years ended December 31, 2023 December 31, 2024, 2023, and 2022, and 2021, respectively. The next planned turnarounds are currently scheduled to take place in the spring of 2024 at the Wynnewood Refinery at an estimated cost of \$44 million and in 2025 at the Coffeyville Refinery.

The Nitrogen Fertilizer Segment incurred turnaround expenses of less than \$1 million, \$2 million, \$33 million, and \$33 million during the years ended December 31, 2023 December 31, 2024, 2023, and 2021, respectively. The next planned turnarounds are currently scheduled to take place commence in the fourth quarter of 2025 at the Coffeyville Fertilizer Facility and in 2026 at the East Dubuque Fertilizer Facility.

December 31, 2023 | 68

#### Cash Requirements

The following table summarizes our known contractual obligations and other commercial commitments as of December 31, 2023 December 31, 2024 that are expected to be paid within the next year and thereafter:

(in millions)	Payments Due by Period						(in millions)	(in millions)	(in millions)
	(in millions)	(in millions)	Short-Term	Long-Term	Total				
					Short-Term	Long-Term	Total		
Debt obligations <sup>(1)</sup>									
Interest payments related to debt obligations <sup>(2)</sup>									
Operating lease liabilities <sup>(3)</sup>									
Finance lease obligations <sup>(3)</sup>									
Purchase commitments <sup>(4)</sup>									
Purchase commitments <sup>(4)</sup>									
Purchase commitments <sup>(4)</sup>									
Transportation agreements <sup>(5)</sup>									
Other long-term liabilities <sup>(4)</sup>									
Purchase commitments <sup>(5)</sup>									
Transportation agreements <sup>(6)</sup>									

## Total cash requirements

- (1) Debt obligations consist of the 2025 Notes, Term Loan, 2028 Notes, 2029 Notes, and 2028 UAN Notes as of December 31, 2023 December 31, 2024. On February 15, 2024, the 2025 Notes were redeemed in full, at par, plus accrued and unpaid interest to the redemption date.
- (2) Interest payments related to debt obligations consist of interest payments for our long-term debt outstanding as of December 31, 2023 December 31, 2024 and commitment fees on the unutilized commitments of the CVR Energy ABL and the CVR Partners ABL.
- (3) Operating lease liabilities and finance lease obligations are described in Part II, Item 8, Note 6 ("Leases") of this Report.
- (4) Other long-term liabilities include obligations related to environmental liabilities. Environmental liabilities represents our estimated payments required by federal and/or state environmental agencies. See Part I, Item 1, "Environmental Matters".
- (5) Consists primarily of purchase obligations for pipeline storage and capacity, the supply of pet coke, oxygen, nitrogen, and other feedstocks, and water and utilities usage.

(5) December 31, 2024 | 81

(6) Includes purchase obligations related to the transportation of feedstocks.

### Dividends to CVR Energy Stockholders

Dividends, if any, including the payment, amount and timing thereof, are determined at the discretion of the Board. IEP, through its ownership of the Company's common stock, is entitled to receive dividends that are declared and paid by the Company based on the number of shares held at each record date. The following tables present quarterly and special dividends paid to the Company's stockholders, including IEP, during 2024, 2023, and 2022 (amounts presented in the table below may not add to totals presented due to rounding):

Related Period	Related Period	Date Paid	Quarterly Dividends Per Share	Quarterly Dividends Paid (in millions)			Date Paid	Quarterly Dividends Per Share	Public Stockholders	IEP	Total
				Public Stockholders	IEP	Total					
2023 - 4th Quarter											
2024 - 1st Quarter											
2024 - 2nd Quarter											
<b>Total 2024 quarterly dividends</b>											
<b>Total 2024 quarterly dividends</b>											
<b>Total 2024 quarterly dividends</b>											
2022 - 4th Quarter											
2022 - 4th Quarter											
2022 - 4th Quarter											
2023 - 1st Quarter											
2023 - 2nd Quarter											
2023 - 3rd Quarter											
<b>Total 2023 quarterly dividends</b>											
2022 - 1st Quarter											
2022 - 1st Quarter											
2022 - 1st Quarter											
2022 - 2nd Quarter											
2022 - 3rd Quarter											
<b>Total 2022 quarterly dividends</b>											

Special Dividends Paid (in millions)					
Related Period	Date Paid	Special Dividends Per Share	Public Stockholders	IEP	Total

2023 - 2nd Quarter	August 21, 2023	\$ 1.00	\$ 29	\$ 71	\$ 101
2023 - 3rd Quarter	November 20, 2023	\$ 1.50	\$ 51	\$ 100	\$ 151
<b>Total 2023 special dividends</b>		<b>\$ 2.50</b>	<b>\$ 80</b>	<b>\$ 171</b>	<b>\$ 251</b>

December 31, 2023 | 69

		Quarterly Dividends Paid (in millions)						
Related Period	Date Paid	Quarterly Dividends		Public Stockholders		IEP		Total
		Per Share	\$	12	\$ 28	\$ 40		
2022 - 1st Quarter	May 23, 2022	\$ 0.40	\$ 12	\$ 28	\$ 40			
2022 - 2nd Quarter	August 22, 2022	\$ 0.40	12	28	40			
2022 - 3rd Quarter	November 21, 2022	\$ 0.40	12	28	40			
<b>Total 2022 quarterly dividends</b>		<b>\$ 1.20</b>	<b>\$ 36</b>	<b>\$ 85</b>	<b>\$ 121</b>			

Special Dividends Paid (in millions)							
Related Period	Related Period	Date Paid	Special Dividends Per Share	Public Stockholders	IEP Total	Related Period	Date Paid
2023 - 2nd Quarter							
2023 - 3rd Quarter							
<b>Total 2023 special dividends</b>							
2022 - 2nd Quarter							
2022 - 2nd Quarter							
2022 - 2nd Quarter							
2022 - 3rd Quarter							
<b>Total 2022 special dividends</b>							

There were no quarterly dividends declared or paid during the fourth quarter of 2024 related to the third quarter of 2024, and there were no quarterly dividends declared or paid during the first quarter of 2022 related to the fourth quarter of 2021, and there were no quarterly dividends declared or paid during 2021 related to the first, second, and third quarters of 2021 and fourth quarter of 2020.

On May 26, 2021, the Company announced a special dividend of approximately \$492 million, or equivalent to \$4.89 per share of the Company's common stock, to be paid in a combination of cash (the "Cash Distribution") and the common stock of Delek US Holdings, Inc. ("Delek") held by the Company (the "Stock Distribution"). On June 10, 2021, the Company distributed an aggregate amount of approximately \$241 million, or \$2.40 per share of the Company's common stock, pursuant to the Cash Distribution, and approximately 10,539,880 shares of Delek common stock, which represented approximately 14.3% of the outstanding shares of Delek common stock, pursuant to the Stock Distribution. IEP received approximately 7,464,652 shares of common stock of Delek and \$171 million in cash. The Stock Distribution was recorded as a reduction to equity through a derecognition of our investment in Delek, and the Company recognized a gain of \$112 million from the initial investment in Delek through the date of the Stock Distribution.

For the fourth quarter of 2023, the Company, upon approval by the Board on February 20, 2024, declared a cash dividend of \$0.50 per share, or \$50 million, which is payable March 11, 2024 to shareholders of record as of March 4, 2024. Of this amount, IEP will receive \$33 million due to its ownership interest in the Company's shares.

#### Distributions to CVR Partners' Unitholders

Distributions, if any, including the payment, amount and timing thereof, and UAN GP Board's distribution policy, including the definition of available cash, are subject to change at the discretion of the UAN GP Board. The following tables

December 31, 2024 | 82

present quarterly distributions paid by CVR Partners to CVR Partners' unitholders, including amounts received by the Company, as of December 31, 2023 during 2024, 2023, and 2022 (amounts presented in the table below may not add to totals presented due to rounding):

Related Period	Date Paid	Quarterly Distributions					Quarterly Distributions Paid (in millions)		
		Per Common Unit	Public Unitholders	CVR Energy	Total				
2022 - 4th Quarter	March 13, 2023	\$ 10.50	\$ 70	\$ 41	\$ 111				
2023 - 1st Quarter	May 22, 2023	\$ 10.43	\$ 70	\$ 41	\$ 110				
2023 - 2nd Quarter	August 21, 2023	\$ 4.14	\$ 28	\$ 16	\$ 44				
2023 - 3rd Quarter	November 20, 2023	\$ 1.55	\$ 10	\$ 6	\$ 16				
<b>Total 2023 quarterly distributions</b>		<b>\$ 26.62</b>	<b>\$ 178</b>	<b>\$ 104</b>	<b>\$ 281</b>				

December 31, 2023 | 70

Related Period	Date Paid	Quarterly Distributions					Quarterly Distributions Paid (in millions)		
		Per Common Unit	Public Unitholders	CVR Energy	Total				
2021 - 4th Quarter	March 14, 2022	\$ 5.24	\$ 36	\$ 20	\$ 56				
2022 - 1st Quarter	May 23, 2022	\$ 2.26	\$ 15	\$ 9	\$ 24				
2022 - 2nd Quarter	August 22, 2022	\$ 10.05	\$ 67	\$ 39	\$ 106				
2022 - 3rd Quarter	November 21, 2022	\$ 1.77	\$ 12	\$ 7	\$ 19				
<b>Total 2022 quarterly distributions</b>		<b>\$ 19.32</b>	<b>\$ 129</b>	<b>\$ 75</b>	<b>\$ 205</b>				

Related Period	Date Paid	Quarterly Distributions					Quarterly Distributions Paid (in millions)		
		Per Common Unit	Public Unitholders	CVR Energy	Total				
2021 - 2nd Quarter	August 23, 2021	\$ 1.72	\$ 12	\$ 7	\$ 18				
2021 - 3rd Quarter	November 22, 2021	\$ 2.93	\$ 20	\$ 11	\$ 31				
<b>Total 2021 quarterly distributions</b>		<b>\$ 4.65</b>	<b>\$ 32</b>	<b>\$ 18</b>	<b>\$ 50</b>				

There were no quarterly distributions declared or paid by CVR Partners related to the first quarter of 2021 and the fourth quarter of 2020.

Related Period	Date Paid	Quarterly Distributions					Quarterly Distributions Paid (in millions)		
		Per Common Unit	Public Unitholders	CVR Energy	Total				
2023 - 4th Quarter	March 11, 2024	\$ 1.68	\$ 11	\$ 7	\$ 18				
2024 - 1st Quarter	May 20, 2024	\$ 1.92	\$ 13	\$ 7	\$ 20				
2024 - 2nd Quarter	August 19, 2024	\$ 1.90	\$ 13	\$ 7	\$ 20				

2024 - 3rd Quarter	November 18, 2024		1.19	7	5	13			
<b>Total 2024 quarterly distributions</b>		\$	6.69	\$	44	\$	71		
2022 - 4th Quarter	March 13, 2023	\$	10.50	\$	70	\$	41	\$	111
2023 - 1st Quarter	May 22, 2023		10.43		70		41		110
2023 - 2nd Quarter	August 21, 2023		4.14		28		16		44
2023 - 3rd Quarter	November 20, 2023		1.55		10		6		16
<b>Total 2023 quarterly distributions</b>		\$	26.62	\$	178	\$	104	\$	281
2021 - 4th Quarter	March 14, 2022	\$	5.24	\$	36	\$	20	\$	56
2022 - 1st Quarter	May 23, 2022		2.26		15		9		24
2022 - 2nd Quarter	August 22, 2022		10.05		67		39		106
2022 - 3rd Quarter	November 21, 2022		1.77		12		7		19
<b>Total 2022 quarterly distributions</b>		\$	19.32	\$	129	\$	75	\$	205

For the fourth quarter of **2023, 2024**, CVR Partners, upon approval by the UAN GP Board on **February 20, 2024** **February 18, 2025**, declared a distribution of **\$1.68** **\$1.75** per common unit, or \$18 million, which is payable **March 11, 2024** **March 10, 2025** to unitholders of record as of **March 4, 2024** **March 3, 2025**. Of this amount, CVR Energy and IEP will receive approximately \$7 million, and less than \$1 million, with the remaining amount payable to public unitholders.

#### Capital Structure

On October 23, 2019, the Board authorized a stock repurchase program (the "Stock Repurchase Program"), which authorized the Company to repurchase up to \$300 million of the Company's common stock. Repurchases under the Stock Repurchase Program could have been made from time-to-time through open market transactions, block trades, privately negotiated transactions or otherwise in accordance with applicable securities laws. The timing, price and amount of repurchases (if any) were to be made at the discretion of management and were subject to market conditions as well as corporate, regulatory and other considerations. The Stock Repurchase Program expired, in accordance with its terms, on October 22, 2023. We did not repurchase any of our common stock under the Stock Repurchase Program.

On May 6, 2020, CVR Partners announced that the UAN GP Board, on behalf of CVR Partners, authorized a unit repurchase program, (the "Unit Repurchase Program"), which was increased on February 22, 2021 (the "Unit Repurchase Program"). The Unit Repurchase Program as increased, authorized CVR Partners to repurchase up to \$20 million of CVR Partners' common units. During On February 20, 2024, the year ended December 31, 2023, UAN GP Board, on behalf of CVR Partners, did not repurchase any common units. During terminated the years ended December 31, 2022 and 2021, nominal authority remaining under the Unit Repurchase Program. From authorization through March 2022, CVR Partners repurchased, 111,695 and 24,378 on a split-adjusted basis, 759,250 common units respectively, on the open market in accordance with a repurchase agreement under Rules 10b5-1 and 10b-18 of the Securities Exchange Act of 1934, as amended, at a cost of \$12 million and \$1 million \$20 million, respectively, exclusive of transaction costs, or an average price of \$110.98 and \$21.69 \$26.33 per common unit, respectively. As of December 31, 2023, considering all repurchases made since inception unit. Prior to the termination of the Unit Repurchase Program in 2024 and for the year ended December 31, 2023, CVR Partners had a nominal authorized amount remaining under the Unit Repurchase Program. This Unit Repurchase Program does not obligate CVR Partners to acquire repurchase any common units and may be cancelled or terminated by the UAN GP Board at any time. On February 20, 2024, the UAN GP Board, on behalf of CVR Partners, terminated the nominal authority remaining under the Unit Repurchase Program. units.

December 31, **2023** **2024** | **7183**

#### Cash Flows

The following table sets forth our consolidated cash flows for the periods indicated below:

(in millions)	Year Ended December 31,									
	(in millions)		2023	2022	2021	(in millions)	2024	2023	2022	
<i>Net cash provided by (used in):</i>										
Operating activities										
Operating activities										
Operating activities										

Investing activities	
Financing activities	
<b>Net increase (decrease) in cash, cash equivalents, reserved funds and restricted cash</b>	
<b>Net (decrease) increase in cash, cash equivalents, reserved funds and restricted cash</b>	

#### **Operating Activities**

The change in net cash provided by operating activities for the year ended December 31, 2023 December 31, 2024 compared to the year ended December 31, 2022 December 31, 2023 was driven primarily by a decrease in working capital of \$262 million primarily associated with decreases in accrued liabilities, resulting lower income from reduced RFS costs associated with decreased RINs prices coupled with increased RINs generation from ethanol and biodiesel blending, and accounts payable, partially offset by increases in inventory, primarily from temporary purchases due to changing the crude oil purchasing intermediary, and accounts receivable. This variance was partially offset by a \$234 million increase in net changes from working capital items. The decrease of \$833 million in net income during 2023 as a result was primarily due to decreases in RFS compliance gasoline and utility costs offset by commodity price fluctuations, a litigation settlement expense in 2022, distillate crack spreads, as well as a decrease decreased production caused by the Petroleum Unplanned Outages in asset disposals 2024. The lower activity in the current period was offset by favorable working capital changes of \$9 million. \$403 million which were substantially attributable to the volatility in the RFS obligation in the prior period.

#### **Investing Activities**

The change in net cash used in investing activities for the year ended December 31, 2023 December 31, 2024 compared to the year ended December 31, 2022 December 31, 2023 was primarily due to proceeds received from the sale of the Membership Interests contributing approximately \$90 million, a decrease in our capital expenditures of \$26 million, received insurance proceeds of \$10 million related to the Wynnewood Fire in the second quarter of 2024, and a decrease in turnaround expenditures of \$26 million \$4 million in 2023 2024 compared to 2022 related to the planned turnaround at the Wynnewood Refinery completed in 2022 and 2023. This was partially offset by lower distributions from the CVR Partners' equity method investment of \$19 million \$13 million associated with the 45Q Transaction. This was partially offset by an increase in capital expenditures of \$14 million resulting from fixed asset additions. Transaction during 2024.

#### **Financing Activities**

The change in net cash used in financing activities for the year ended December 31, 2023 December 31, 2024 compared to the net cash used in financing activities for the year ended December 31, 2022 December 31, 2023 was primarily due to the Company's December 2023 offering \$600 million redemption of \$600 million principal amount the 2025 Notes in 2024 and the decrease in proceeds of \$275 million from issuance of the Term Loan in 2024 compared to the 2029 Notes decreases of \$65 million and \$12 million used for the redemption of the remaining balance of CVR Partners' 9.25% Senior Notes due 2023 and unit repurchases of CVR Partners' common units in 2022, respectively, with no corresponding amounts in 2023, and 2023. This was partially offset by a decrease in dividends paid to CVR Energy stockholders of \$30 million. These changes were partially offset by an increase \$302 million and a decrease in distributions paid to CVR Partners' noncontrolling interest holders of \$49 million \$134 million during 2023 2024 compared to 2022, 2023.

#### **Recent Accounting Pronouncements**

Refer to Part II, Item 8, Note 2 ("Summary of Significant Accounting Policies") of this Report for a discussion of recent accounting pronouncements applicable to the Company.

#### **Critical Accounting Estimates**

We prepare our consolidated financial statements in accordance with GAAP requiring management to make judgments, assumptions, and estimates based on the best available information at the time. Accounting estimates are considered to be critical if (1) the nature of the estimates and assumptions is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change; and (2) the impact of the estimates and assumptions on financial condition or operating performance is material. Actual results could differ from the estimates and assumptions used.

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December 31, 2023 2024 | 7284

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#### **Inventory Valuation**

The cost of our products is determined under the FIFO method, and our FIFO inventories are carried at the lower of cost or net realizable value. We compare the estimated realizable value of inventories to their cost by product at each of our facilities. In our refining Petroleum and renewables businesses, Renewables Segments, to determine the net realizable value of our inventories, we assume that crude oil and other feedstocks are converted into refined products, which requires us to make estimates regarding the refined products expected to be produced from those feedstocks and the conversion costs required to convert those feedstocks into refined products. We also estimate the usual and customary transportation costs required to move the inventory from our plants facilities to the appropriate points of sale, if material. We then apply an estimated selling price to our inventories based primarily on actual prices observed subsequent to the end of the reporting period with any remaining volumes' selling price estimated using indicative market pricing available as of the time the estimate is made. For In our nitrogen fertilizer business, Nitrogen Fertilizer Segment, depending on inventory levels, the per-ton realizable value of our fertilizer products is estimated using pricing on in-transit orders, pricing for open, fixed-price orders that have not shipped, and, if volumes remain unaccounted for, current management pricing estimates for fertilizer products. Management's estimate for current pricing reflects up-to-date pricing in each facility's business's market as of the end of each reporting period. Reductions to selling prices for unreimbursed freight costs are included to arrive at net realizable value, as applicable. If the net realizable value is less than cost, we recognize a loss for the difference in our statements of operations in the period in which it occurs. During the ~~year~~ years ended December 31, 2024 and December 31, 2023, we recognized losses on inventory of \$5 million and \$4 million to reflect net realizable value associated with our renewables business, Renewables Segment. No amounts were recognized in 2022 and 2021. Due to the amount and variability in volume of inventories maintained, changes in production costs, and the volatility of market pricing for our products, losses recognized to reflect inventories at the lower of cost or net realizable value could have a material impact on the Company's results of operations.

#### **Impairment of Long-lived Assets**

Long-lived assets used in operations are assessed for impairment whenever changes in facts and circumstances indicate a possible significant deterioration in future expected cash flows. If the sum of the undiscounted expected future cash flows of an asset group is less than the carrying value, including applicable liabilities, the carrying value ~~is~~ may be written down to its estimated fair value. Individual assets are grouped for impairment purposes based on a judgmental assessment of the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other assets (for example, at a refinery or fertilizer facility level). In addition, when preparing the expected future cash flows or estimating the fair value of impaired assets, we make several estimates that include subjective assumptions related to future sales volumes, commodity prices, operating costs, discount rates, and capital expenditures, among others.

#### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

Our market risk sensitive instruments and positions have inherent risks including potential loss from adverse changes in commodity prices, RINs prices, and interest rates.

##### **Commodity Price Risk**

The Company, as a manufacturer of refined petroleum and renewable products and of nitrogen fertilizer products, all of which are commodities, has exposure to market pricing for products sold in the future. In order to realize value from our processing capacity, a positive spread between the cost of raw materials and the value of finished products must be achieved (i.e., gross margin or crack spread). The physical commodities that comprise our raw materials and finished goods are typically bought and sold at a spot or index price that can be highly variable.

Beginning on January 1, 2024, the ~~The~~ Petroleum Segment ~~will utilize~~ utilizes a new crude oil purchasing intermediary, Gunvor USA LLC, to purchase the majority of its non-gathered crude oil inventory for the refineries (prior to January 1, 2024, Vitol, Inc. was the intermediary; refer to Note 14 ("Commitments and Contingencies" for additional information). This arrangement allows the Petroleum Segment to take title to and price its crude oil at locations in close proximity to the refineries, as opposed to the crude oil origination point, reducing its risk associated with volatile commodity prices by shortening the commodity conversion cycle time. The commodity conversion cycle time refers to the time elapsed between raw material acquisition and the sale of finished goods.

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December 31, 2023 | 73

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In addition, our refining business seeks to reduce the variability of commodity price exposure by engaging in hedging strategies and transactions that will serve to protect gross margin as forecasted in the annual operating plan. With regard to its hedging activities, our refining business may enter into, or has entered into, financial instruments which serve to (1) lock in or fix a percentage of the anticipated or planned gross margin in future periods when the derivative market offers commodity

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December 31, 2024 | 85

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spreads that generate positive cash flows, (2) hedge the value of inventories in excess of minimum required inventories, and (3) manage existing positions related to a change in anticipated operations and market conditions.

The Nitrogen Fertilizer Segment has commitments to purchase pet coke and natural gas for use in the East Dubuque Fertilizer Facility at the spot market and fertilizer facilities through short-term, fixed supply, fixed price, and index price purchase contracts. In the normal course of business, nitrogen-based fertilizer products are produced throughout the year to supply the needs of our customers during the high-delivery-volume spring and fall seasons. The value of fertilizer product inventory is subject to market risk due to fluctuations in the relevant commodity prices. Prices prices, which can lead to volatile prices of nitrogen fertilizer products can be volatile. We believe that market prices of nitrogen products are affected by changes in grain prices, demand, natural gas prices, and other factors. A \$1.00 per MMBtu change in the price of natural gas would change the cost to produce a ton of ammonia and UAN by approximately \$14.29 and \$5.86, respectively. A \$1.00 per ton change in the price of pet coke would change the cost to produce a ton of ammonia and UAN by approximately \$0.66 and \$0.27, respectively. In the opinion of our management, there are no financial instruments that correlate with our firm pet coke commitments and forecasted commodity sales transactions that could be used to effectively reduce commodity price risk.

#### **RFS Compliance Price Risk**

As a producer of transportation fuels from crude oil, the Petroleum Segment's obligated-party subsidiaries are required to blend biofuels into the products it produces or purchase RINs in the open market in lieu of blending to meet the mandates established by the EPA, unless the obligations are waived, such as through a small refinery waiver. The Petroleum Segment's obligated-party subsidiaries are exposed to market risk related to volatility in the price of RINs needed to comply with the RFS that are not otherwise generated through blending of renewable fuels in our refining and marketing operations. To mitigate the impact of this risk on the Petroleum Segment's results of operations and cash flows, the Petroleum Segment's obligated-party subsidiaries blend ethanol and biodiesel to the extent possible. Alleviating the Company's exposure to the market risk of RINs price volatility, the Petroleum Segment's obligated-party subsidiaries purchase internally generated RINs from our renewable diesel operations Renewables Segment to partially satisfy their RFS obligations through the completion of the renewable diesel project at our Wynnewood Refinery in April 2022, which converted the Wynnewood Refinery's hydrocracker to a RDU capable of producing approximately 100 million gallons of renewable diesel per year and generating up to approximately 170 to 180 million RINs annually depending on operations obligations. We continually monitor the impact of the RFS on our business and evaluate strategies to mitigate the impacts of the RFS program, the administration thereof, and the market volatility for RINs on our business. Refer to Part I, Item 1A, "Risk Factors", Part II, Item 7, "Management's Discussion and Analysis" Analysis of Financial Condition and Results of Operations" and Part II, Item 8, Note 14 ("Commitments and Contingencies") of this Report for further discussion about compliance with the RFS and the potential impacts on our business.

#### **Interest Rate Risk**

We may be exposed to risk based on changes in interest rates related to the CVR Energy ABL, CVR Partners ABL, and the Term Loan, which bear interest at the Secured Overnight Financing Rate ("SOFR") plus a premium. As of and during the year ended December 31, 2024, there were \$325 million of outstanding borrowings under the Term Loan that were subject to variable interest rates, and no variable rate borrowings under the CVR Energy ABL or CVR Partners ABL as of and during the years ended December 31, 2024 and 2023. Based on the outstanding Term Loan balance at December 31, 2024, a hypothetical 50-basis point fluctuation in interest rates would result in an annual change of \$2 million recognized in Interest expense, net on the Consolidated Statements of Operations. Further, fixed-rate debt, such as the 2028 Notes, 2028 UAN Notes, and 2029 Notes (collectively, the "Notes"), exposes us to changes in the fair value of our debt due to changes in market interest rates, but not our earnings or cash flows. Based on the Notes, a hypothetical 50-basis point fluctuation in interest rates at December 31, 2024 would have resulted in a change of \$23 million in fair value disclosure. Fixed-rate debt also exposes us to the risk that we may need to refinance maturing debt with new debt at higher rates, or that we may be obligated to pay rates higher than the current market.

December 31, 2023 2024 | 7486

#### **Item 8. Financial Statements and Supplementary Data**

##### **CVR ENERGY, INC. AND SUBSIDIARIES INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

Report of Independent Registered Public Accounting Firm (PCAOB ID Number 248)	76 87
Consolidated Balance Sheets as of December 31, 2023 2024 and 2022 2023	78 89
Consolidated Statements of Operations for the Years Ended December 31, 2024, 2023 2022 and 2021 2022	79 90
Consolidated Statements of Changes in Equity for the Years Ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022	80 91
Consolidated Statements of Cash Flows for the Years Ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022	81 92
Notes to the Consolidated Financial Statements	82 93

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders of CVR Energy, Inc.

**Opinion on the financial statements**

We have audited the accompanying consolidated balance sheets of CVR Energy, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023 December 31, 2024 and 2022, 2023, the related consolidated statements of operations, changes in equity, and cash flows for each of the three years in the period ended December 31, 2023 December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 December 31, 2024 and 2022, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2023 December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 21, 2024 February 19, 2025, expressed an unqualified opinion.

**Basis for opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical audit matters**

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ GRANT THORNTON LLP

We have served as the Company's auditor since 2013.

Dallas, Texas

February 21, 2024 19, 2025

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders of CVR Energy, Inc.

### Opinion on internal control over financial reporting

We have audited the internal control over financial reporting of CVR Energy, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2023 December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023 December 31, 2024, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Company as of and for the year ended December 31, 2023 December 31, 2024, and our report dated February 21, 2024 February 19, 2025 expressed an unqualified opinion on those financial statements.

### Basis for opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and limitations of internal control over financial reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Dallas, Texas

February 21, 2024 19, 2025

December 31, 2023 2024 | 77 89

### CVR ENERGY, INC. AND SUBSIDIARIES CONSOLIDATED BALANCE SHEETS

(in millions)	2023	2022	(in millions)	2024	2023
<b>ASSETS</b>					
<i>Current assets:</i>					
Cash and cash equivalents (including \$45 and \$86, respectively, of consolidated variable interest entity ("VIE"))					
Cash and cash equivalents (including \$45 and \$86, respectively, of consolidated variable interest entity ("VIE"))					
Cash and cash equivalents (including \$45 and \$86, respectively, of consolidated variable interest entity ("VIE"))					
Cash and cash equivalents (including \$91 and \$45, respectively, of consolidated variable interest entity ("VIE"))					

Cash and cash equivalents (including \$91 and \$45, respectively, of consolidated variable interest entity ("VIE"))

Cash and cash equivalents (including \$91 and \$45, respectively, of consolidated variable interest entity ("VIE"))

Reserved funds for debt payment

Accounts receivable, net (including \$42 and \$90, respectively, of VIE)

Inventories (including \$69 and \$78, respectively, of VIE)

Prepaid expenses and other current assets (including \$10 and \$11, respectively, of VIE)

Accounts receivable, net (including \$65 and \$42, respectively, of VIE)

Inventories (including \$76 and \$69, respectively, of VIE)

Prepaid expenses (including \$1 and \$8, respectively, of VIE)

Other current assets (including \$1 and \$1, respectively, of VIE)

**Total current assets**

Property, plant, and equipment, net (including \$761 and \$811, respectively, of VIE)

Other long-term assets (including \$48 and \$24, respectively, of VIE)

Property, plant, and equipment, net (including \$736 and \$761, respectively, of VIE)

Other long-term assets (including \$50 and \$48, respectively, of VIE)

**Total assets**

## LIABILITIES AND EQUITY

*Current liabilities:*

Current portion of long-term debt and finance lease obligations

Current portion of long-term debt and finance lease obligations

Current portion of long-term debt and finance lease obligations

Accounts payable (including \$39 and \$51, respectively, of VIE)

Other current liabilities (including \$37 and \$75, respectively, of VIE)

Current portion of long-term debt and finance lease obligations (including \$1 and \$0, respectively, of VIE)

Current portion of long-term debt and finance lease obligations (including \$1 and \$0, respectively, of VIE)

Current portion of long-term debt and finance lease obligations (including \$1 and \$0, respectively, of VIE)

Accounts payable (including \$37 and \$39, respectively, of VIE)

Other current liabilities (including \$74 and \$37, respectively, of VIE)

**Total current liabilities**

*Long-term liabilities:*

Long-term debt and finance lease obligations, net of current portion (including \$547 and \$547, respectively, of VIE)

Long-term debt and finance lease obligations, net of current portion (including \$547 and \$547, respectively, of VIE)

Long-term debt and finance lease obligations, net of current portion (including \$547 and \$547, respectively, of VIE)

Long-term debt and finance lease obligations, net of current portion (including \$568 and \$547, respectively, of VIE)

Long-term debt and finance lease obligations, net of current portion (including \$568 and \$547, respectively, of VIE)

Long-term debt and finance lease obligations, net of current portion (including \$568 and \$547, respectively, of VIE)

Deferred income taxes

Other long-term liabilities (including \$50 and \$16, respectively, of VIE)

Other long-term liabilities (including \$46 and \$50, respectively, of VIE)

**Total long-term liabilities**

*Commitments and contingencies (See Note 14)*

*Commitments and contingencies (See Note 14)*

*Commitments and contingencies (See Note 14)*

*CVR Energy stockholders' equity:*

*CVR Energy stockholders' equity:*

*CVR Energy stockholders' equity:*

Common stock, \$0.01 par value per share; 350,000,000 shares authorized; 100,629,209 and 100,629,209 shares issued as of December 31, 2023 and 2022, respectively

Common stock, \$0.01 par value per share; 350,000,000 shares authorized; 100,629,209 and 100,629,209 shares issued as of December 31, 2023 and 2022, respectively

Common stock, \$0.01 par value per share; 350,000,000 shares authorized; 100,629,209 and 100,629,209 shares issued as of December 31, 2023 and 2022, respectively

Common stock, \$0.01 par value per share; 350,000,000 shares authorized; 100,629,209 and 100,629,209 shares issued as of December 31, 2024 and 2023, respectively

Common stock, \$0.01 par value per share; 350,000,000 shares authorized; 100,629,209 and 100,629,209 shares issued as of December 31, 2024 and 2023, respectively

Common stock, \$0.01 par value per share; 350,000,000 shares authorized; 100,629,209 and 100,629,209 shares issued as of December 31, 2024 and 2023, respectively

Additional paid-in-capital

Accumulated deficit

Treasury stock, 98,610 shares at cost

**Total CVR stockholders' equity**

**Total CVR stockholders' equity**

**Total CVR stockholders' equity**

Noncontrolling interest

**Total equity**

**Total liabilities and equity**

The accompanying notes are an integral part of these consolidated financial statements.

December 31, 2023 2024 | 7890

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

Year Ended December 31,

(in millions, except per share data)

(in millions, except per share data) 2023 2022 2021 (in millions, except per share data) 2024 2023 2022

Net sales

*Operating costs and expenses:*

Cost of materials and other

Cost of materials and other

Cost of materials and other

Direct operating expenses (exclusive of depreciation and amortization)

Depreciation and amortization

**Cost of sales**

Selling, general and administrative expenses (exclusive of depreciation and amortization)

Selling, general and administrative expenses (exclusive of depreciation and amortization)

Selling, general and administrative expenses (exclusive of depreciation and amortization)

Depreciation and amortization

Loss on asset disposals

**Operating income**

**Operating income**

**Operating income**

*Other (expense) income:*

Interest expense, net

Interest expense, net

Interest expense, net

Investment income on marketable securities
Investment income on marketable securities
Investment income on marketable securities
Other income (expense), net
Other income (expense), net
Other income (expense), net
<b>Income before income tax expense</b>
<b>Income before income tax expense</b>
<b>Income before income tax expense</b>
Income tax expense (benefit)
Income tax (benefit) expense
<b>Net income</b>
Less: Net income attributable to noncontrolling interest
<b>Net income attributable to CVR Energy stockholders</b>
Basic and diluted earnings per share
Basic and diluted earnings per share
Basic and diluted earnings per share
<i>Weighted-average common shares outstanding:</i>
<i>Weighted-average common shares outstanding:</i>
<i>Weighted-average common shares outstanding:</i>
Basic and diluted
Basic and diluted
Basic and diluted

The accompanying notes are an integral part of these consolidated financial statements.

December 31, 2023 2024 | **79.91**

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**

	Common Stockholders						Common Stockholders						Common Stockholders					
	Shares Issued	\$0.01 Par Value Common Stock	Additional Paid-In Capital	Accumulated Deficit	Treasury Stock	Total CVR Stockholders' Equity	Noncontrolling Interest	Total Equity	Shares Issued	\$0.01 Par Value Common Stock	Additional Paid-In Capital	Accumulated Deficit	Treasury Stock	Total CVR Stockholders' Equity	Noncontrolling Interest	Total Equity		
(in millions, except share data)																		
(in millions, except share data)																		
Balance at December 31, 2020																		
Balance at December 31, 2021																		
Net income																		
Net income																		

Net income
Dividends paid to
CVR Energy
stockholders
Distributions from
CVR Partners to
public unitholders
Changes in
equity due to
CVR Partners'
common unit
repurchases
Other
Balance at
December 31, 2022

Other
Balance at
December 31, 2022

Other
Balance at
December 31, 2022

Other
Balance at
December 31, 2021

Balance at
December 31, 2022

Net income
Net income
Net income
Dividends paid to
CVR Energy
stockholders
Distributions from
CVR Partners to
public unitholders

Changes in
equity due to
CVR Partners'
common unit
repurchases
Changes in
equity due to
CVR Partners'
common unit
repurchases
Changes in
equity due to
CVR Partners'
common unit
repurchases

Balance at
December 31, 2022
Balance at
December 31, 2022
Balance at
December 31, 2022

Net income
------------

Dividends paid to  
CVR Energy  
stockholders  
Distributions from  
CVR Partners to  
public unitholders

**Balance at  
December 31, 2023**

**Balance at  
December 31, 2023**

Balance at  
December 31, 2023

Net income  
Dividends paid to  
CVR Energy  
stockholders  
Distributions from  
CVR Partners to  
public unitholders

**Balance at  
December 31, 2023**

**Balance at  
December 31, 2024**

**Balance at  
December 31, 2024**

**Balance at  
December 31, 2024**

The accompanying notes are an integral part of these consolidated financial statements.

December 31, 2023 2024 | 80 92

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in millions)	(in millions)	Year Ended December 31,		(in millions)	2024	2023	2022					
		2023	2022									
<i>Cash flows from operating activities:</i>												
Net income												
Net income				2023	2022	2021	(in millions)					
Net income				2024	2023	2022						
<i>Adjustments to reconcile net income to net cash provided by operating activities:</i>												
Depreciation and amortization												
Depreciation and amortization												
Depreciation and amortization												
Loss on lower of cost or net realizable value adjustments												
Deferred income taxes and unrecognized tax benefits												
Deferred income taxes and unrecognized tax benefits												
Deferred income taxes and unrecognized tax benefits												

Gain on marketable securities		
Loss on asset disposals		
Loss on extinguishment of debt		
Unrealized (gain) loss on derivatives, net		
(Gain) loss on sale of investments and asset disposals		
(Gain) loss on sale of investments and asset disposals		
(Gain) loss on sale of investments and asset disposals		
Unrealized loss (gain) on derivatives, net		
Unrealized loss (gain) on derivatives, net		
Unrealized loss (gain) on derivatives, net		
Share-based compensation		
Income from equity method investments		
Return from equity method investment earnings		
Other items		
<i>Changes in assets and liabilities:</i>	<i>Changes in assets and liabilities:</i>	<i>Changes in assets and liabilities:</i>
Accounts receivable		
Inventories		
Prepaid expenses and other current assets		
Accounts payable		
Accounts payable		
Accounts payable		
Deferred revenue		
Other current liabilities		
Other long-term assets and liabilities		
<b>Net cash provided by operating activities</b>		
<i>Cash flows from investing activities:</i>		
Capital expenditures		
Capital expenditures		
Capital expenditures		
Turnaround expenditures		
Proceeds from sale of assets		
Proceeds from sale of assets		
Proceeds from sale of assets		
Insurance proceeds related to asset damages		
Insurance proceeds related to asset damages		
Insurance proceeds related to asset damages		
Proceeds from sale of investments and assets		
Return of equity method investment		
Acquisition of pipeline assets		
Investment in marketable securities		
Investment in marketable securities		
Investment in marketable securities		
<b>Net cash used in investing activities</b>		
<b>Net cash used in investing activities</b>		
<b>Net cash used in investing activities</b>		
<i>Cash flows from financing activities:</i>		
Proceeds from issuance of senior secured notes		
Proceeds from issuance of long-term debt		
Proceeds from issuance of senior secured notes		

Proceeds from issuance of long-term debt
Proceeds from issuance of senior secured notes
Proceeds from issuance of long-term debt
Principal payments on senior secured notes
Repurchase of common units by CVR Partners
Repurchase of common units by CVR Partners
Repurchase of common units by CVR Partners
Dividends to CVR Energy's stockholders
Dividends to CVR Energy's stockholders
Dividends to CVR Energy's stockholders
Distributions to CVR Partners' noncontrolling interest holders
Distributions to CVR Partners' noncontrolling interest holders
Distributions to CVR Partners' noncontrolling interest holders
Other financing activities
<b>Net cash used in financing activities</b>
Net increase (decrease) in cash, cash equivalents, reserved funds and restricted cash
Cash, cash equivalents and restricted cash, beginning of period
Net (decrease) increase in cash, cash equivalents, reserved funds and restricted cash
Cash, cash equivalents, reserved funds and restricted cash, beginning of period
Cash, cash equivalents, reserved funds and restricted cash, end of period

The accompanying notes are an integral part of these consolidated financial statements.

December 31, 2023 2024 | 8193

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**(1) Organization and Nature of Business**

***Organization***

CVR Energy, Inc. ("CVR Energy", "CVR", "we", "us", "our", or the "Company") is a diversified holding company primarily engaged in the petroleum refining and marketing industry (the "Petroleum Segment"), the renewable fuels industry (the "Renewables Segment"), and the nitrogen fertilizer manufacturing industry through its interest in CVR Partners, LP, a publicly traded limited partnership (the "Nitrogen Fertilizer Segment" or "CVR Partners"). The Petroleum Segment refines and markets high value transportation fuels primarily in the form which consist of gasoline, diesel, jet fuel, and distillates, as well as activities related to crude gathering and logistics that support the refinery operations. The Renewables Segment refines renewable feedstocks, such as soybean oil, corn oil, and other renewable feedstocks, into renewable diesel fuels, and markets renewables products. CVR Partners produces and markets nitrogen fertilizers fertilizer products primarily in the form of ammonia and urea ammonium nitrate ("UAN") and ammonia. We also produce and market renewable diesel, for the farming industry. CVR's common stock is listed on the New York Stock Exchange ("NYSE") under the symbol "CVI". As of December 31, 2024, Icahn Enterprises L.P. and its affiliates, including Mr. Carl C. Icahn ("IEP"), owned approximately 66% of the Company's outstanding common stock as of December 31, 2023. On January 8, 2025, IEP acquired an additional 1% ownership, or 878,212 additional shares of December 31, 2023.

**Stock Repurchase Program** -On October 23, 2019, the board of directors of the Company (the "Board") authorized a stock repurchase program (the "Stock Repurchase Program"), which authorized the Company to repurchase up to \$300 million of the Company's common stock. The Company did not repurchase any of the Company's CVR Energy's outstanding common stock under the Stock Repurchase Program, which expired, in accordance with its terms, on October 22, 2023, at a price of \$18.25 per share.

**CVR Partners, LP**

**Interest Holders** - As of December 31, 2023 December 31, 2024, public common unitholders held approximately 63% 61% of CVR Partners' outstanding common units; CVR Energy, through its subsidiaries, held approximately 37% of CVR Partners' outstanding common units and CVR Services, LLC ("CVR Services"), a wholly-owned subsidiary held 100% of CVR Energy, Partners' general partner interests, while IEP held the remaining approximately 37% 2% of CVR Partners' outstanding common units. In addition, CVR Services held 100% of the interest in CVR Partners' general partner, CVR GP, LLC ("CVR GP"), which held a non-economic general partner interest in CVR Partners as of December 31, 2023. The noncontrolling interest reflected on the Consolidated Balance Sheets of CVR is only impacted by the results of, distributions from, and unit repurchases by CVR Partners.

**Unit Repurchase Program** - On May 6, 2020, CVR Partners announced that the board of directors of CVR Partners' general partner (the "UAN GP Board"), on behalf of CVR Partners, authorized a unit repurchase program, (the "Unit Repurchase Program"), which was increased on February 22, 2021 (the "Unit Repurchase Program"). The Unit Repurchase Program as increased, authorized CVR Partners to repurchase up to \$20 million of the CVR Partners' common units. During On February 20, 2024, the year ended December 31, 2023, UAN GP Board, on behalf of CVR Partners, did not repurchase any common units. During terminated the years ended December 31, 2022 and 2021, nominal authority remaining under the Unit Repurchase Program. From authorization through March 2022, CVR Partners repurchased, 111,695 and 24,378 on a split-adjusted basis, 759,250 common units respectively, on the open market in accordance with a repurchase agreement under Rules 10b5-1 and 10b-18 of the Securities Exchange Act of 1934, as amended, at a cost of \$12 million and \$1 million, respectively, \$20 million exclusive of transaction costs, or an average price of \$110.98 and \$21.69 \$26.33 per common unit, respectively. As of December 31, 2023, CVR Partners, considering all repurchases made since inception unit. Prior to the termination of the Unit Repurchase Program had a nominal authorized amount remaining under in 2024 and for the Unit Repurchase Program. This Unit Repurchase Program does not obligate year ended December 31, 2023, CVR Partners to acquire did not repurchase any common units and may be cancelled, modified, or terminated by the UAN GP Board at any time. On February 20, 2024, the UAN GP Board, on behalf of CVR Partners, terminated the nominal authority remaining under the Unit Repurchase Program. units.

#### **Subsequent Events**

The Company evaluated subsequent events, if any, that would require an adjustment to the Company's consolidated financial statements or require disclosure in the notes to the consolidated financial statements through the date of issuance of the consolidated financial statements. Where applicable, the notes to these consolidated financial statements have been updated to discuss all significant subsequent events which have occurred.

#### **(2) Summary of Significant Accounting Policies**

##### **Principles of Consolidation**

The accompanying consolidated financial statements, prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and in accordance with the rules and regulations of the Securities and Exchange

December 31, 2023 | 82

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#### **CVR ENERGY, INC. AND SUBSIDIARIES**

#### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Commission ("SEC"), include the accounts of the Company and its majority-owned direct and indirect subsidiaries. All intercompany accounts and transactions have been eliminated. The ownership interests of noncontrolling investors in CVR Partners are recorded as noncontrolling interests. CVR Energy has not recognized any other comprehensive income for the years ended December 31, 2023, 2022, and 2021.

CVR Partners was determined to be a variable interest entity ("VIE") and is consolidated by the Company. As the 100% owner of the general partner of CVR Partners, the Company has the sole ability to direct the activities that most significantly impact the economic performance of CVR Partners and is considered the primary beneficiary.

December 31, 2024 | 94

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#### **CVR ENERGY, INC. AND SUBSIDIARIES**

#### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

#### **Reclassifications**

Certain Effective with this Annual Report on Form 10-K for the year ended December 31, 2024 (this "Report") and due to the prominence of the renewables business relative to the Company's overall 2024 performance, the Company has revised its reportable segments to reflect a new reportable segment – Renewables. The Renewables Segment includes the operations of the renewable diesel unit and renewable feedstock pretreater at the refinery located in Wynnewood, Oklahoma (the "Wynnewood Refinery"). Results of the Renewables Segment were not previously included within our reportable segments, rather included within "Other". Prior period segment information has been retrospectively adjusted to reflect the current segment presentation. Refer to Note 15 ("Business Segments") for segment disclosures.

In addition, certain other immaterial reclassifications have been made within the consolidated financial statements for prior periods to conform with current presentation.

#### **Use of Estimates**

The consolidated financial statements are prepared in conformity with GAAP, which requires management to make certain estimates and assumptions that affect the reported amounts and disclosure of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are reviewed on an ongoing basis, based on currently available information. Changes in facts and circumstances may result in revised estimates, and actual results could differ from those estimates.

#### **Cash, Reserved Funds and Cash Equivalents**

Cash, reserved funds and cash equivalents include cash on hand, demand deposits, and investments in highly liquid money market accounts with original maturities of three months or less. We maintain cash and cash equivalent balances with few financial institutions, which may at times be in excess of federally insured levels.

#### **Restricted Cash**

Restricted cash consists of cash and claims to cash that are legally restricted, have been set aside for a specific purpose, and restricted as to usage or withdrawal and, therefore, not available for immediate or general purpose use. The Company has restricted cash that must be maintained in a commercial escrow account pending resolution of certain litigation matters and is discussed further in Note 14 ("Commitments and Contingencies").

#### **Accounts Receivable, net**

Accounts receivable, net primarily consists of customer accounts receivable recorded at the invoiced amounts and generally do not bear interest. Allowances for doubtful accounts are based on historical loss experience, expected credit losses from current economic conditions, and management's expectations of future economic conditions. The allowance is recorded when the receivable is deemed uncollectible and is booked to bad debt expense. The largest concentration of credit for any one customer was approximately 11% 10% and 11% of the Accounts receivable, net balance at December 31, 2023 December 31, 2024 and 2022, 2023, respectively. During the years ended December 31, 2023 and 2022, the The Company had no bad debt expense for the years ended December 31, 2024, 2023, and during the year ended December 31, 2021, the Company had nominal bad debt expense. 2022.

#### **Inventories**

Inventories consist primarily of domestic and foreign crude oil, blending stock and components, work-in-progress, fertilizer products, and refined fuels and by-products for the Petroleum Segment, soybean and corn oil, blending stock and components, work-in-progress, and renewable diesel all for the Renewables Segment, and fertilizer products and raw materials (primarily pet coke) for the Nitrogen Fertilizer Segment. All of which these components are valued at the lower of GAAP First-In, First-Out ("FIFO") cost or net realizable value.

For each segment, we compare the estimated realizable value of inventories to their cost by product at each of our facilities. For our Petroleum and Renewables Segments, to determine the net realizable value of our inventories, we assume that crude oil and other feedstocks are converted into refined products, which requires us to make estimates regarding the refined products expected to be produced from those feedstocks and the costs required to convert those feedstocks into refined products. We also estimate the usual and customary transportation costs required to move the inventory from our facilities to the appropriate points of sale, if material. We then apply an estimated selling price to our inventories based primarily on actual prices observed

December 31, 2024 | 95

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#### **CVR ENERGY, INC. AND SUBSIDIARIES**

#### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

subsequent to the end of the reporting period with any remaining volumes' selling price estimated using indicative market pricing available as of the time the estimate is made. For our Nitrogen Fertilizer Segment, depending on inventory levels, the per-ton realizable value of our fertilizer products is estimated using pricing on in-transit orders, pricing for open, fixed-price orders that have not shipped, and, if volumes remain unaccounted for, current management pricing estimates for fertilizer products. Management's estimate for current pricing reflects up-to-date pricing in the market as of the end of each reporting period. Reductions to selling prices for unreimbursed freight costs are included to arrive at net realizable value, as applicable.

Certain inventories in the Petroleum, Renewables and Nitrogen Fertilizer Segments, including other raw materials, spare parts, and supplies, are valued at the weighted moving-average cost, which approximates FIFO. The cost of inventories includes inbound freight costs.

December 31, 2023 | 83

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Property, Plant and Equipment, net**

Additions to property, plant and equipment, including capitalized interest and certain costs allocable to construction and property purchases, are recorded at cost. Expenditures for improvements that increase economic benefit or returns and/or extend useful life are capitalized, while expenditures for routine maintenance and repair costs are expensed when incurred and are reported in Direct operating expenses (exclusive of depreciation and amortization) in the Company's Consolidated Statements of Operations. Depreciation is computed using the straight-line method over the estimated useful lives of the various classes of depreciable assets. The lives used in computing depreciation for significant asset classes are as follows:

Asset	Range of Useful Lives, in Years
Land improvements	10 to 30
Buildings and improvements	1 to 30
Machinery and equipment	1 to 30
Furniture and fixtures	3 to 10
Right-of-use ("ROU") finance leases	5 to 18
Other	5 to 30

Leasehold improvements and assets held under finance leases are depreciated or amortized utilizing the straight-line method over the shorter of the related contractual lease term or the estimated useful life of the asset.

**Equity Method Investments**

The Company accounts for investments in which it has a noncontrolling interest, yet has significant influence over the entity, using the equity method of accounting, whereby the Company records its pro-rata share of earnings, contributions to, and distributions from, joint ventures as adjustments to the investment balance in Other long-term assets on our Consolidated Balance Sheets. The pro-rata share of earnings is also recorded in Other income (expense), net on our Consolidated Statements of Operations.

**Leases**

At inception, the Company determines whether an arrangement is a lease and, if so, the appropriate lease classification. Operating leases are included as operating lease right-of-use ("ROU") ROU assets within Other long-term assets and lease liabilities within Other current liabilities and Other long-term liabilities on our Consolidated Balance Sheets. Finance leases are included as ROU finance leases within Property, plant, and equipment, net, and finance lease liabilities within Current portion of long-term debt and finance lease obligations and Long-term debt and finance lease obligations, net of current portion on our Consolidated Balance Sheets. Leases with an initial expected term of 12 months or less are considered short-term and are not recorded on our Consolidated Balance Sheets. The Company recognizes operating lease expense for these leases on a straight-line basis over the expected lease term. term within Direct operating expenses (exclusive of depreciation and amortization) and Cost of materials and other and finance lease expense on a straight-line basis over the lease term within Depreciation and amortization and Interest expense, net.

ROU assets and lease liabilities are recognized at the lease commencement date based on the present value of minimum lease payments over the lease term using an incremental borrowing rate with a maturity similar to the lease term. The lease term is modified to reflect options to extend or terminate the lease when it is reasonably certain we will exercise such option. The depreciable life of assets and leasehold improvements is limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise, in which case the depreciation policy in the "Property, Plant and Equipment,"

December 31, 2024 | 96

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

net" section above is applicable. The periodic lease payments are treated as payments of the lease obligation and interest is recorded as interest expense. A lease modification is assessed to conclude whether it is a separate new contract or a modified contract. If it is a modified contract, the Company reconsiders the lease

classification and remeasures the lease.

#### **Deferred Financing Costs**

Lender and other third-party costs associated with debt issuances are deferred and amortized to interest expense and other financing costs using the effective-interest method over the term of the debt. debt and, depending on maturity, are included within Current portion of long-term debt and finance lease obligations and Long-term debt and finance lease obligations, net of current portion. Deferred financing costs related to line-of-credit arrangements are amortized using the straight-line method through the maturity date of the facility. The deferred financing costs facility and, depending on maturity, are included net within Current portion of long-term debt and finance lease obligations, Long-term debt and finance lease obligations, net of Other current portion, assets and Other long-term liabilities, for the line-of-credit arrangements where no debt balance exists. assets.

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December 31, 2023 | 84

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**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

#### **Impairment of Long-Lived Assets**

Long-lived assets (excluding intangible assets with indefinite lives and deferred tax assets) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future net cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds their fair value. Assets to be disposed of are reported at the lower of their carrying value or fair value less cost to sell.

#### **Asset Retirement Obligations**

The Company records an asset retirement obligation ("ARO") at fair value for the estimated cost to retire a tangible long-lived asset at the time the liability is incurred, which is generally when the asset is purchased, constructed, or leased. The liability is recorded when there is a legal or contractual obligation to incur costs to retire the asset and only when a reasonable estimate of the fair value can be made.

Certain of the Company's assets can be used for extended or indeterminate periods of time with proper maintenance and upgrades, which the Company intends, and has a historical practice of, to maintain and upgrade as technological advances are made available. As a result, the Company believes these assets have indeterminate lives for purposes of estimating AROs. A liability will be recognized at such time when sufficient information exists to estimate a date or range of potential settlement dates needed to employ a present value technique to estimate fair value.

#### **Loss Contingencies**

In the ordinary course of business, the Company may become party to lawsuits, administrative proceedings, and governmental investigations, including environmental, regulatory, and other matters. The outcome of these matters cannot always be predicted accurately, but the Company accrues liabilities for these matters if the Company has determined that it is probable a loss will be incurred, and the loss can be reasonably estimated. Accrued amounts are reflected in Other current liabilities or Other long-term liabilities depending on when the Company expects to expend such amounts. amounts and are adjusted as additional information becomes available or upon a change in circumstance, as applicable.

#### **Environmental, Health & Safety ("EH&S") Matters**

CVR Energy is subject to various federal, state, and local environmental, health, and safety rules and regulations. Liabilities related to future remediation costs of past environmental contamination of properties are recognized when the related costs are considered probable and can be reasonably estimated. Estimates of these costs are based upon currently available facts, internal and third-party assessments of contamination, available remediation technology, site-specific costs, and currently enacted laws and regulations. In reporting environmental liabilities, no offset is made for potential recoveries. Loss contingency accruals, including those for environmental remediation, are subject to periodic management review and revision as further information develops or circumstances change, and such accruals can take into account the legal liability of other parties. Environmental expenditures for capital assets are capitalized at the time of the expenditure when such costs provide future economic benefits. Accrued amounts are reflected in Other current liabilities or Other long-term liabilities depending on when the Company expects to expend such amounts.

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December 31, 2024 | 97

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**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## **Revenue Recognition**

The Company's revenue is generated from contracts with customers and is recognized at a point in time when performance obligations are satisfied by transferring control of the products or services to a customer. The transfer of control occurs upon shipment or delivery of the product, as the customer accepts the product, has title and significant risks and rewards of ownership of the product, physical possession of the product has been transferred, and we have the right to payment.

The transaction prices of the Company's contracts are either fixed or based on market indices, and any uncertainty related to the variable consideration when determining the transaction price is resolved on the pricing date or the date when the product is delivered. The payment terms depend on the product and type of contract, but generally require customers to pay within 30 days or less, and do not contain significant financing components.

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December 31, 2023 | 85

## **CVR ENERGY, INC. AND SUBSIDIARIES**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Any pass-through finished goods delivery costs reimbursed by customers are reported in Net sales, while an offsetting expense is included in Cost of materials and other. Non-monetary product exchanges and certain buy/sell transactions which are entered into in the normal course of business are included on a net cost basis in Cost of materials and other on our Consolidated Statements of Operations. Qualifying excise and other taxes collected from customers and remitted to governmental authorities are recorded as a reduction of the transaction price.

Certain sales contracts of the Nitrogen Fertilizer Segment require customer prepayment prior to product delivery to guarantee a price and supply of nitrogen fertilizer. Deferred revenue is recorded at the point in time in which a prepaid contract is legally enforceable and the associated right to consideration is unconditional prior to transferring product to the customer. An associated receivable is recorded for uncollected prepaid contract amounts.

#### **Cost Classifications**

Cost of materials and other consists primarily of costs for crude oil, feedstock blendstocks, purchased refined products, purchased ammonia, purchased hydrogen, pet coke, Renewable Identification Numbers ("RINs"), derivative gains or losses, and freight and distribution. Direct operating expenses (exclusive of depreciation and amortization) consist primarily of energy and other utility costs, direct costs of labor, including applicable share-based compensation expense, property taxes, plant-related maintenance services, including turnaround expenses for the Nitrogen Fertilizer Segment, and environmental and safety compliance costs, as well as catalyst and chemical costs. Selling, general and administrative expenses (exclusive of depreciation and amortization) consist primarily of labor and other direct expenses associated with the Company's corporate activities, including accounting, finance, information technology, human resources, legal, and other related administrative functions. For the Company's Nitrogen Fertilizer Segment, Cost of materials and other and Direct operating expenses (exclusive of depreciation and amortization) are also impacted by changes in inventory balances, as these financial statement line items include inventory production costs.

#### **Derivatives**

On a regular basis, the Company enters into commodity contracts with counterparties for the purchases or sale of crude oil, blendstocks, various finished products, RINs, and RINs, natural gas. These contracts usually meet the definition of a derivative and qualify for the normal purchase normal sale exception following the accrual method of accounting. All other derivative instruments are recorded in Prepaid expenses and other current assets, Other long-term assets, Other current liabilities, and Other long-term liabilities on our Consolidated Balance Sheets depending on the derivative position and when it will be settled, and are measured at fair value with changes to the fair value recognized in Cost of materials and other in the Consolidated Statements of Operations.

***The Nitrogen Fertilizer Segment may enter into forward contracts with fixed or indexed delivery prices to purchase portions of its natural gas requirements. These natural gas contracts are not treated as derivatives as they qualify for the normal purchase and normal sale exclusions. Accordingly, the fair value of these contracts are not recorded at the end of each reporting period.***

#### **Fair Value of Financial Instruments**

Financial instruments consist of cash and cash equivalents, reserved funds, restricted cash, accounts receivable, accounts payable, operating and finance lease obligations, and long-term debt are carried at cost and approximate their estimated fair value, except for the long-term debt. The Company's derivative instruments and RFS obligations are recognized at fair value.

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December 31, 2024 | 98

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**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Turnaround Expenses**

Turnarounds represent major maintenance activities that require the shutdown of significant parts of a plant to perform necessary inspections, cleanings, repairs, and replacements of assets. Costs incurred for routine repairs and maintenance or unplanned outages at our facilities are expensed as incurred. Planned turnaround activities for the Petroleum Segment vary in frequency dependent on refinery units, but generally occur every four to five years, while the frequency of turnarounds in the Nitrogen Fertilizer Segment is generally every three years. Further details of each segment's turnaround expensing method are discussed below.

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December 31, 2023 | 86

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Petroleum Segment** - Consistent with others in the refining industry, the Petroleum Segment follows the deferral method of accounting for turnaround activities. Under the deferral method, the costs of turnarounds are deferred and amortized on a straight-line basis over a determined cycle, which represents the estimated time until the next turnaround occurs. Turnaround costs and related accumulated amortization are included in Other long-term assets on our Consolidated Balance Sheets. The amortization expense related to turnaround costs is included in Depreciation and amortization on our Consolidated Statements of Operations. During the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022, the Petroleum Segment capitalized \$60 million \$58 million, \$81 million \$60 million, and \$8 million \$81 million, respectively. Capitalized turnaround costs are subject to impairment reviews, as discussed above.

**Nitrogen Fertilizer Segment** - The Nitrogen Fertilizer Segment follows the direct-expense method of accounting for turnaround activities. Costs associated with these turnaround activities are included in Direct operating expenses (exclusive of depreciation and amortization) on our Consolidated Statements of Operations. During the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022, the Nitrogen Fertilizer Segment incurred turnaround expenses of \$2 million less than \$1 million, \$33 million \$2 million, and \$3 million \$33 million, respectively.

**Share-Based Compensation**

The Company accounts for share-based compensation in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 718, *Compensation — Stock Compensation*. Currently, all of the Company's share-based compensation awards, including those issued by CVR Partners, are liability-classified and are measured at fair value at the end of each reporting period based on the applicable closing share or unit price. Compensation expense will fluctuate based on changes in the applicable share or unit prices and expense reversals resulting from employee terminations prior to award vesting. Additionally, the Company has issued certain performance unit awards whose fair value is recognized as compensation expense only if the attainment of the performance conditions is considered probable. Uncertainties involved in this estimate include continued employment requirements and whether or not the performance conditions will be attained. The performance objectives are set in accordance with approved levels of the business plan for the fiscal year during the performance cycle and, therefore, are considered reasonably possible of being achieved. If this assumption proves not to be true and the awards do not vest, compensation expense recognized during the performance cycle will be reversed. The Company recognizes forfeitures as they occur. Any previously recognized compensation expense is reversed in the period of forfeiture, and the corresponding liability is extinguished. There were no dilutive awards outstanding during the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022.

**Income Taxes**

Income taxes are accounted for utilizing the asset and liability approach. Under this method, deferred tax assets and liabilities are recognized for the anticipated future tax consequences attributable to differences between the amounts recorded in the accounting books and their respective tax basis. Deferred amounts are measured using enacted tax rates expected to apply to taxable income in the year those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. In assessing the realizability of the deferred income tax assets, including net operating loss and state tax credit carryforwards, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred income tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Further, the Company recognizes interest expense (income) and penalties on uncertain tax positions and income tax deficiencies (refunds) in Income tax expense (benefit) expense.

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Recent Accounting Pronouncements - Adoption of Segment Reporting Standard**

In November 2023, FASB issued Accounting Standard Update ("ASU") 2023-07, *Segment Reporting (Topic 280) - Improvements to Reportable Segment Disclosures*, which includes requirements for more robust disclosures of significant segment expenses and information used in assessing segment performance on an annual and interim basis. The guidance also requires that a public entity that has a single reportable segment provide all the disclosures required by the guidance and all existing segment disclosures under the FASB Accounting Standards Codification ("ASC") Topic 280, *Segment Reporting*. This standard is effective for the Company's annual period beginning January 1, 2024 and interim periods beginning January 1, 2025 and should be applied retrospectively to all comparative periods. Effective with this Report, the Company adopted this ASU. Refer to Note 15 ("Business Segments") for the required segment disclosures.

**Recent Accounting Pronouncements - Accounting Standards Issued But Not Yet Implemented**

In December 2023, FASB issued **ASU 2023-09, Income Taxes (Topic 740) - Improvements to Income Tax Disclosures**, which requires enhanced income tax disclosures that reflect how operations and related tax risks, as well as how tax planning and operational opportunities, affect the tax rate and prospects for future cash flows. This standard is effective for the Company's annual reporting period beginning January 1, 2025 with early adoption permitted. The Company is evaluating the effects of adopting this new accounting guidance on its disclosures but does not currently expect adoption will have a material impact on the Company's consolidated financial statements. It currently expects additional disclosures will be included for its annual reporting period beginning January 1, 2025 and interim reporting periods beginning January 1, 2026. The Company does not intend to early adopt this ASU.

In November 2023, FASB issued ASU 2023-07, 2024-03, *Segment Income Statement - Reporting (Topic 280) Comprehensive Income - Improvements to Reportable Segment Expense Disaggregation Disclosures (Subtopic 220-40)*, which includes requirements for disclosure of specific information about costs and expenses within relevant expense captions on the face of the income statement, qualitative descriptions for more robust disclosures expense captions not specifically disaggregated quantitatively, and the total amount and definition of significant segment selling expenses for interim and measures of a

December 31, 2023 | 87

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

segment's profit and loss used in assessing performance. This standard is effective for the Company's annual reporting period beginning January 1, 2024 and interim reporting periods beginning January 1, 2025 with early January 1, 2028 and should be applied retrospectively to all comparative periods. Early adoption is permitted. The Company is still currently evaluating the effects of adopting this new accounting guidance on its disclosures. guidance.

**(3) Inventory**

Inventories consisted of the following:

(in millions)	December 31,			
	2023	2022	(in millions)	2024
Finished goods				
Raw materials				
In-process inventories				
Parts, supplies and other				
<b>Total inventories</b>				

At December 31, 2024 and December 31, 2023, the **Renewables Segment** had inventories with carrying amounts exceeding their net realizable value, which is estimated using indicative market pricing available at the time the estimate was made. As a result, we recognized a loss of \$5 million and \$4 million in Cost of materials and other in the Company's Consolidated Statements of Operations for the years ended December 31, 2023 December 31, 2024 and 2023, respectively, to reflect the net realizable value of such inventories. No adjustment was necessary for the years ended December 31, 2022 and 2021.

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**(4) Property, Plant and Equipment**

Property, plant, and equipment, net consisted of the following:

(in millions)	(in millions)	2023	2022	(in millions)	2024	2023
Machinery and equipment						
Buildings and improvements						
ROU finance leases						
Land and improvements						
Furniture and fixtures						
Construction in progress						
Other						
	4,807					
	4,950					
Less: Accumulated depreciation and amortization						
<b>Total property, plant and equipment, net</b>						

Less: Accumulated depreciation and amortization

**Total property, plant and equipment, net**

Expenditures for routine maintenance and repair costs are expensed when incurred and are reported in Direct operating expenses (exclusive of depreciation and amortization) in the Company's Consolidated Statements of Operations. For the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, depreciation and amortization expenses related to property, plant, and equipment were \$221 million \$238 million, \$221 million, and \$206 million \$221 million, respectively, and capitalized interest was \$8 million \$7 million, \$5 million \$8 million, and \$7 million \$5 million, respectively.

During the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022, the Company had not identified the existence of an impairment indicator for our long-lived asset groups as outlined under the FASB ASC Topic 360, *Property, Plant, and Equipment*.

**(5) Equity Method Investments**

In January 2023, CVR Partners and its subsidiary entered into a series of agreements with CapturePoint LLC, an unaffiliated Texas limited liability company, and certain unaffiliated third-party investors intended to qualify under the Internal

December 31, 2023 | 88

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Revenue Service ("IRS") safe harbor described in Revenue Procedure 2020-12 for certain joint ventures that are eligible to claim certain tax credits available to joint ventures under Section 45Q of the Internal Revenue Code of 1986, as amended ("Section 45Q Credits") and allow us to monetize Section 45Q Credits we expect to generate from January 6, 2023 until March 31, 2030 (the "45Q Transaction"). Among other items, the 45Q Transaction resulted in the creation of a joint venture entity, CVR-CapturePoint Parent LLC, which was accounted for by CVR Partners as an equity-method investment.

We have variable interest in certain entities for which we have applied the following investments which VIE model under FASB ASC Topic 810, *Consolidation* and determined that these entities are variable interest entities. While we concluded we are not the primary beneficiary of these entities, we do have significant influence over their operating and financial policies and, therefore, applied the equity method of accounting and for the respective investments. These investments are presented within Other long-term assets on our Consolidated Balance Sheets: condensed consolidating financial statements:

- **CVR-CapturePoint Parent LLC ("CVRP JV")** - Through As part of a series of agreements entered into by our subsidiaries and in connection with unaffiliated parties with the objective to monetize certain tax credits under Section 45Q Transaction, of the Internal Revenue Code of 1986 ("45Q Transaction"), we received a 50% interest in CVRP JV in connection with a modification to a carbon oxide contract ("CO Contract") with a customer. We applied the VIE model under FASB ASC Topic 810, *Consolidation*, to our variable interest in CVRP JV and determined that CVRP JV is a VIE. While we concluded we are not the primary beneficiary of CVRP JV, we do have significant influence over CVRP JV's operating and financial policies and, therefore, applied the equity method of accounting for our investment in CVRP JV.

We deferred the recognition of the noncash consideration received and have recognized such revenue as the performance obligation associated with the CO Contract is satisfied. Refer to Note 9 ("Revenue") for further discussion. We have The Company has elected to record our its share of the earnings or loss of CVRP JV one quarter in arrears. Distributions received from CVRP JV will reduce our equity method investment and will be recorded in the period in which they are received.

- **Enable South Central Pipeline, LLC ("Enable JV")** - Through our subsidiaries, we own a 40% interest in Enable JV, which operates a 12-inch 26-mile crude oil pipeline with a capacity of approximately 80,000 barrels per day that is connected to the Wynnewood Refinery. The remaining interest in Enable JV is owned by Enable Midstream Partners, LP, which was merged with Energy Transfer LP. The Company has elected to record its share of the earnings or loss of Enable JV one month in December 2021. arrears.
- **Midway Pipeline, LLC ("Midway JV")** - Through our subsidiaries, we own On December 23, 2024, a subsidiary of the Company sold the 50% limited liability company interest in Midway JV which (the "Membership Interests") to Plains Pipeline, L.P. ("Plains"), pursuant to an Assignment and Assumption of Units, in exchange for cash consideration of approximately \$90 million, resulting in a gain of \$24 million included within Other income (expense), net. Midway Pipeline LLC operates a 16-inch 99-mile crude oil pipeline with a capacity of approximately 131,000 barrels per day, which connects the Coffeyville Refinery to the Cushing, Oklahoma oil hub. The remaining interest in hub (the "Midway Pipeline"). Prior to divesting its Membership Interests, the Company elected to record its share of the earnings or loss of Midway JV is owned by Plains Pipeline, L.P. one month in arrears.

(in millions)	CVRP JV	Enable JV	Midway JV	Total
Balance at December 31, 2021	—	6	73	79
Cash distributions	—	(4)	(9)	(13)
Equity income	<b>CVR ENERGY, INC. AND SUBSIDIARIES</b>	3	7	10
Balance at December 31, 2022	<b>NOTES TO CONSOLIDATED FINANCIAL STATEMENTS</b>	5	71	76
CVRP JV inception	46	—	—	46
Cash distributions <sup>(1)</sup>	(21)	(4)	(9)	(34)
Equity income	<b>CVRP JV</b>	<b>Enable JV</b>	<b>Midway JV</b>	<b>Total</b>
<b>Balance at December 31, 2023</b>	<b>\$ \$</b>	<b>—25 \$ \$</b>	<b>55 \$ \$</b>	<b>70 \$ \$</b>
CVRP JV inception	46	—	—	46
Cash distributions	(21)	(4)	(9)	(34)
Equity (loss) income	—	4	8	12
Balance at December 31, 2023	25	5	70	100
Cash distributions <sup>(1)</sup>	(6)	(4)	(13)	(23)
Equity income	—	4	9	13
Midway JV disposition	—	—	(66)	(66)
<b>Balance at December 31, 2024</b>	<b>\$ 19</b>	<b>\$ 5</b>	<b>—</b>	<b>\$ 24</b>

(1) Of the \$2 million distribution to CVR Partners subsidiaries related to CVRP JV amount, approximately \$1 million related to incremental costs associated with obtaining the CO Contract were capitalized and included in Prepaid expenses and other current assets and Other long-term assets in our Consolidated Balance Sheets.

As a result of exceeding certain carbon oxide capture and sequestration milestones during 2023 in February 2024, CVR Partners received a \$2 million distribution from CVRP JV which will be recognized in the first quarter of 2024.

## (6) Leases

### Lease Overview

We lease certain pipelines, storage tanks, railcars, office space, land, and equipment across our refining, fertilizer, and corporate operations. Most of our leases include one or more renewal options to extend the lease term, which can be exercised at our sole discretion. Certain leases also include options to purchase the leased asset. Certain of our lease agreements include rental payments, which are adjusted periodically for factors such as inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. Additionally, we do not have any material lessor or sub-leasing arrangements.

December 31, 2023 | 89

**CVR ENERGY, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On December 23, 2024, in connection with the sale of our Membership Interests, a subsidiary of the Company entered into a pipeline transportation agreement, which we classify as an operating lease agreement, with Plains whereby the Company is required to transport all of the crude oil for the Coffeyville Refinery through the Midway Pipeline, except for certain gathered barrels. The consideration for this lease is 100% variable based on performance and there is no minimum volume commitment.

**Balance Sheet Summary as of December 31, 2023 December 31, 2024 and 2022 2023**

The following tables summarize the right-of-use ("ROU") asset and lease liability balances for the Company's operating and finance leases at December 31, 2023 December 31, 2024 and 2022 2023:

	December 31, 2023		December 31, 2022			December 31, 2023		December 31, 2022		
	December 31, 2024		December 31, 2023			December 31, 2024		December 31, 2023		
	(in millions)	(in millions)	Operating Leases	Finance Leases		(in millions)	Operating Leases	Finance Leases		
<b>ROU assets, net</b>										
Pipeline and storage										
Pipeline and storage										
Equipment, real estate and other										
Equipment, real estate and other										
Equipment, real estate and other										
Pipeline and storage										
Railcars										
Real estate and other										
<b>Lease liability</b>										
Pipelines and storage										
Pipelines and storage										
Equipment, real estate and other										
Equipment, real estate and other										
Equipment, real estate and other										
Pipelines and storage										
Railcars										
Real estate and other										

December 31, 2024 | 102

**CVR ENERGY, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Lease Expense Summary for the Year Ended December 31, 2023 December 31, 2024, 2022 2023 and 2021 2022**

We recognize operating lease expense on a straight-line basis over the lease term within Direct operating expenses (exclusive of depreciation and amortization) and Cost of materials and other and finance lease expense on a straight-line basis over the lease term within Depreciation and amortization. For the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022, we recognized lease expense comprised of the following components:

	Year Ended December 31,		
	(in millions)	2023	2022
	(in millions)	2021	(in millions)
<b>Operating lease expense</b>			
Amortization of ROU asset			
Amortization of ROU asset			
Amortization of ROU asset			

Interest expense on lease liability

Short-term lease expense

#### Lease Terms and Discount Rates

The following outlines the remaining lease terms and discount rates used in the measurement of the Company's ROU assets and lease liabilities at December 31, 2023 December 31, 2024 and 2022, 2023:

	December 31, 2023		December 31, 2022			December 31, 2024		December 31, 2023			Operating Leases		Finance Leases	
	Operating Leases	Leases	Finance Leases	Leases		Operating Leases	Leases	Finance Leases	Leases		Operating Leases	Leases	Finance Leases	Leases
Weighted-average remaining lease term	Weighted-average remaining lease term	5.4 years	5.3 years	4.1 years		Weighted-average remaining lease term	6.3 years	Weighted-average remaining lease term	5.4 years		8.3 years	5.4 years	5.3 years	
Weighted-average discount rate	Weighted-average discount rate	6.7 %	9.0 %	5.2 %		Weighted-average discount rate	9.0 %	Weighted-average discount rate	7.9 %		10.2 %	6.7 %	9.0 %	

December 31, 2023 | 90

#### CVR ENERGY, INC. AND SUBSIDIARIES

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### Maturities of Lease Liabilities

The following summarizes the remaining minimum lease payments through maturity of the Company's lease liabilities at December 31, 2023 December 31, 2024:

(in millions)	Operating Leases		Finance Leases	
<b>Year Ended December 31.</b>				
2024	\$	17	\$	11
2025		12		11
2026		10		11
2027		6		10
2028		3		7
Thereafter		12		5
<b>Total lease payments</b>		60		55
Less: imputed interest		(11)		(11)
<b>Total lease liability</b>	\$	49	\$	44

The Company has entered into the following material lease commitments that have not yet commenced:

- On February 21, 2022, Coffeyville Resources Nitrogen Fertilizer, LLC ("CRNF") entered into the First Amendment to the On-Site Product Supply Agreement with Messer LLC ("Messer"), which amended the July 31, 2020 On-Site Product Supply Agreement (as amended, the "Messer Agreement"). Under the Messer Agreement, among other obligations, Messer is obligated to supply oxygen and make certain capital improvements during the term of the Messer Agreement, and CRNF is obligated to take as available and pay for oxygen from Messer's facility. This arrangement for CRNF's purchase of oxygen from Messer does not meet the definition of a lease under FASB ASC Topic 842, Leases ("Topic 842"), as CRNF does not expect to receive substantially all of the output, which includes oxygen, nitrogen, and compressed air, of Messer's on-site production from its air separation unit over the life of the Messer Agreement. The Messer Agreement also obligates Messer to install a new oxygen storage vessel, related equipment and infrastructure ("Oxygen Storage Vessel" or "Vessel") to be used solely by the Coffeyville Fertilizer Facility. The arrangement for the use of the Oxygen Storage Vessel meets the definition of a lease under Topic 842, as CRNF will receive all output associated with the Vessel. Based on terms outlined in the Messer Agreement, the Company expects the lease of the Oxygen Storage Vessel to be classified as a finance lease with an estimated amount within the range of \$20 million to \$25 million being capitalized upon lease commencement when the Vessel is placed in service, which is currently expected to occur in the second half of 2024.

(in millions)	Operating Leases	Finance Leases
<b>Year Ended December 31,</b>		
2025	\$ 21	\$ 14
2026	19	14
2027	15	13
2028	10	11
2029	8	8
Thereafter	15	29
<b>Total lease payments</b>	88	89
Less: imputed interest	(17)	(31)
<b>Total lease liability</b>	\$ 71	\$ 58

December 31, 2023 2024 | 91 103

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**(7) Other Current Liabilities**

Other current liabilities **were as follows:** consisted of the following:

(in millions)	(in millions)	2023	2022	(in millions)	2024	2023
Accrued Renewable Fuel Standard ("RFS") obligation						
Personnel accruals						
<b>Deferred revenue</b>						
Accrued taxes other than income taxes						
Accrued interest						
<b>Accrued income taxes</b>						
Deferred revenue						
Operating lease liabilities						
Share-based compensation						
Derivatives						
Derivatives						
Derivatives						
Other accrued expenses and liabilities						
<b>Other accrued expenses and liabilities</b>						
Accrued income taxes						
Accrued income taxes						
Accrued income taxes						
Other accrued expenses and liabilities						
<b>Total other current liabilities</b>						

**(8) Long-Term Debt and Finance Lease Obligations**

Long-term debt and finance lease obligations consisted of the following:

(in millions)	(in millions)	2023	2022	(in millions)	2024	2023
<b>CVR Energy:</b>						

5.25% Senior Notes, due February 2025, net of current portion (1)
5.25% Senior Notes, due February 2025, net of current portion (1)
5.25% Senior Notes, due February 2025, net of current portion (1)
8.50% Senior Notes, due January 2029
8.50% Senior Notes, due January 2029
8.50% Senior Notes, due January 2029
5.75% Senior Notes, due February 2028
8.50% Senior Notes, due January 2029

Unamortized debt issuance costs

**Total CVR Energy debt**

*Petroleum Segment:*

Term Loan

Term Loan

Term Loan

Finance lease obligations, net of current portion

Finance lease obligations, net of current portion

Finance lease obligations, net of current portion

**Total Petroleum Segment finance lease obligations, net of current portion**

Unamortized debt discount and debt issuance costs

**Total Petroleum Segment debt and finance lease obligations, net of current portion**

*Nitrogen Fertilizer Segment:*

6.125% Senior Secured Notes, due June 2028

6.125% Senior Secured Notes, due June 2028

6.125% Senior Secured Notes, due June 2028

Finance lease obligations, net of current portion

Unamortized debt issuance costs

**Total Nitrogen Fertilizer Segment debt**

**Total Nitrogen Fertilizer Segment debt and finance lease obligations, net of current portion**

**Total long-term debt and finance lease obligations, net of current portion**

Current portion of long-term debt and finance lease obligations (1)

**Total long-term debt and finance lease obligations, including current portion**

(1) On December 21, 2023, the Company delivered a notice of redemption to the holders of its 5.25% Senior Notes, due February 2025 (the "2025 Notes"), that all outstanding amounts of the 2025 Notes, plus any accrued and unpaid interest to the redemption date, would be redeemed on February 15, 2024. As such, the outstanding balance of the \$600 million principal amount of the 2025 Notes was classified

December 31, 2024 | 104

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

as short-term as of December 31, 2023. On February 15, 2024, the 2025 Notes were redeemed in full, at par, plus accrued and unpaid interest to the redemption date.

December 31, 2023 | 92

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

### Credit Agreements

(in millions)	Total Available	Amount Borrowed		Available Capacity		Maturity Date
	Borrowing Capacity	as of December	Outstanding	as of December		
	Capacity	31, 2023	Letters of Credit	31, 2023		
<b>CVR Energy:</b>						
Amended and Restated Asset Based ("CVR Energy ABL") Credit Agreement	\$ 275	\$ —	\$ 26	\$ 249	June 30, 2027	
<b>Nitrogen Fertilizer Segment:</b>						
Asset Based ("CVR Partners ABL") Credit Agreement	\$ 39	\$ —	\$ —	\$ 39	September 26, 2028	

(in millions)	Total Available	Amount Borrowed		Available Capacity		Maturity Date
	Borrowing Capacity	as of December	Outstanding	as of December		
	Capacity	31, 2024	Letters of Credit	31, 2024		
<b>Petroleum Segment:</b>						
CVR Energy's Amended and Restated ABL Credit Agreement ("CVR Energy ABL") <sup>(1)</sup>	\$ 262	\$ —	\$ 24	\$ 238	June 30, 2027	
<b>Nitrogen Fertilizer Segment:</b>						
CVR Partners' Credit Agreement ("CVR Partners ABL")	\$ 39	\$ —	\$ —	\$ 39	September 26, 2028	

### CVR Energy

**2029 Notes** - On December 21, 2023, CVR Energy completed the issuance of \$600 million in aggregate principal amount of **8.500%** **8.50%** Senior Notes, due 2029 (the "2029 Notes"). Interest on the 2029 Notes is payable semi-annually in arrears on February 15 and August 15 each year, commencing on February 15, 2024. The 2029 Notes mature on January 15, 2029, unless earlier redeemed or purchased. The 2029 Notes are fully and unconditionally guaranteed on a senior unsecured basis, jointly and severally, by all of the Company's existing domestic subsidiaries (other than Wynnewood Insurance Corporation, CVR Aviation, LLC, CVR GP, LLC, CVR Partners, LP, UAN Services, LLC and each of their respective subsidiaries and CHC GP, LLC, RHC GP, LLC and FHC GP, LLC).

In relation to the issuance of the 2029 Notes, the Company received \$598 million of net cash proceeds, net of underwriting fees and certain other third-party fees and expenses associated with the offering. The debt issuance costs of the 2029 Notes totaled approximately \$4 million and will be amortized over the term of the 2029 Notes as interest expense using the effective-interest amortization method. These proceeds were reserved for the payment of the 2025 Notes, as defined below, on February 15, 2024 and are presented in Reserved funds for debt payment on our Consolidated Balance Sheets as of December 31, 2023.

On or after January 15, 2026, we may on any one or more occasions, redeem all or part of the 2029 Notes at the redemption price set forth below expressed as a percentage of the principal amount of the respective note, plus accrued and unpaid interest to the applicable redemption date.

12-month period beginning February 15,	Percentage
2026	104.250%
2027	102.125%
2028	100.000%

The indenture governing the 2029 Notes contains restrictive covenants limiting our ability and the ability of our restricted subsidiaries (as defined in the indenture) to: (i) incur additional indebtedness or issue certain shares of capital stock; (ii) grant or permit to exist liens on certain assets to secure debt; (iii) pay dividends or make other equity distributions; (iv) purchase or redeem capital stock; (v) make certain investments; (vi) sell assets; (vii) agree to certain restrictions on the ability of restricted subsidiaries to make distributions, loans or other asset transfers to the Company; (viii) consolidate, merge, sell or otherwise dispose of all or substantially all assets; or (ix) engage in transactions with affiliates. The indenture also contains customary events of default.

**2025 Notes and 2028 Notes** - On January 27, 2020, CVR Energy completed a private offering of \$600 million aggregate principal amount of 5.25% Senior Unsecured Notes due 2025 (the "2025 Notes") and \$400 million aggregate principal amount of 5.75% Senior Unsecured Notes due 2028 (the "2028 Notes" and, collectively with the 2025 Notes, the "Notes"). Interest on the Notes is payable semi-annually in arrears on February 15 and August 15 each year, commencing on August 15, 2020. The 2025 Notes mature on February 15, 2025, unless earlier redeemed or repurchased by the issuers. The 2028 Notes mature on February 15, 2028, unless earlier redeemed or repurchased by the issuers. The Notes are jointly and severally guaranteed on a

December 31, 2024 | 105

### CVR ENERGY, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

senior unsecured basis by the **wholly-owned** **wholly owned** subsidiaries of CVR Energy with the exception of CVR Partners and its subsidiaries and certain immaterial **wholly-owned** **wholly owned** subsidiaries of CVR Energy.

On February 15, 2024, CVR Energy redeemed all of the outstanding 2025 Notes, at par, and settled accrued interest of approximately \$16 million through the date of redemption. As a result of this transaction, the Company recognized a \$1 million loss on extinguishment of debt in the first quarter of 2024, which consists of the write-off of unamortized deferred financing costs.

December 31, 2023 | 93

### CVR ENERGY, INC. AND SUBSIDIARIES

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

On or after February 15, 2022 and February 15, 2023, we **We** may on any one or more occasions, redeem all or part of the **2025 Notes and 2028 Notes** respectively, at the redemption prices set forth below expressed as a percentage of the principal amount of the respective notes, plus accrued and unpaid interest to the applicable redemption date.

2025 Notes			2028 Notes		
12-month period beginning	12-month period beginning	Percentage	12-month period beginning	12-month period beginning	Percentage
February 15,	February 15,		February 15,	February 15,	
2023					
2023					
2023		101.313%	2023	2023	102.875%
12-month period beginning February 15,					
12-month period beginning February 15,		Percentage			
2024			2024	2024	
2024					
2024	2024	100.000%	2024	2024	101.917%
			2025	2025	101.917%
			2026 and	2025	100.958%
			thereafter	2026 and	2025
				thereafter	100.958%
					2026 and
					100.000% thereafter
					100.000%

The indenture governing the **2028 Notes** imposes covenants that will, among other things, limit our ability and the ability of our restricted subsidiaries to: (i) incur additional indebtedness or issue certain disqualified equity; (ii) create liens on certain assets to secure debt; (iii) pay dividends or make other equity distributions; (iv) purchase or redeem capital stock; (v) make certain investments; (vi) sell assets; (vii) agree to certain restrictions on the ability of restricted subsidiaries to make distributions, loans, or other asset transfers to us; (viii) consolidate, merge, sell, or otherwise dispose of all or substantially all of our assets; (ix) engage in transactions with affiliates; and (x) designate our restricted subsidiaries as unrestricted subsidiaries. In addition, the indenture contains customary events of default, the occurrence of which would result in or permit the trustee or the holders of at least 25% of the **2025 Notes and 2028 Notes** to cause, amongst other available remedies, the acceleration of the respective notes.

#### Petroleum Segment

**Term Loan** - On April 12, 2022 December 19, 2024, certain of the Company's subsidiaries (together, the "Term Loan Borrowers") entered into a senior secured term loan facility in the amount of \$325 million (the "Term Loan"), which was borrowed in full on the closing date, with net proceeds of \$318 million after deducting the original issue discount, deferred financing costs, commitment and July 1, 2022, numerous additional other fees. At the option of the Term Loan Borrowers, loans under the Term Loan bear interest at a variable rate based on SOFR plus 4.00% per annum, or an alternate base rate, plus 3.00%.

The Term Loan Borrowers are required to make scheduled quarterly principal amortization payments in an amount equal to 0.25% of the aggregate principal amount of the initial term loans, with a balance of the principal due on the scheduled maturity date of December 30, 2027. The Term Loan contains customary prepayment requirements, covenants and events of default.

The obligations under the Term Loan are guaranteed by the Term Loan Borrowers' direct and indirect, **wholly-owned** **subsidiaries** of existing and future, **wholly owned** **domestic** **subsidiaries**. The obligations under the Term Loan and the related guarantees are secured by a second priority lien on the collateral under the CVR Energy (the "Joining Subsidiaries") executed ABL, and delivered supplemental indentures pursuant to which such Joining Subsidiaries unconditionally guaranteed a first priority lien

over substantially all of the Company's obligations under the Notes on the terms Term Loan Borrowers' and conditions set forth in the note guarantee and the indenture governing the Notes.

On February 15, 2024, CVR Energy redeemed each guarantor's other assets, including all of the outstanding 2025 Notes, at par, equity interests of any subsidiary held by the Term Loan Borrowers or any guarantor and settled accrued interest of approximately \$16 million through certain real property owned by the date of redemption. As a result of this transaction, Term Loan Borrowers and the Company will recognize a \$1 million loss on extinguishment of debt guarantors in the first quarter of 2024, which consists of the write-off of unamortized deferred financing costs, each case subject to certain customary exceptions.

**CVR Energy ABL** - Certain subsidiaries of the Company (the "Credit Parties") are parties to that certain Amended and Restated ABL Credit Agreement, dated December 20, 2012, as heretofore amended (as amended, the "CVR Energy ABL") with a group of lenders and Wells Fargo Bank, National Association, as administrative agent and collateral agent (the "Agent"). The CVR Energy ABL is a senior secured asset based revolving credit facility in an aggregate principal amount of up to \$275 million with a \$125 million incremental facility, which is subject to additional lender commitments and certain other conditions. The CVR Energy ABL provides for loans and letters of credit in an amount up to the aggregate availability under the facility, subject to meeting certain borrowing base conditions, with sub-limits of \$30 million for swingline loans and \$60 million (or \$100 million if increased by the Agent) for letters of credit. The proceeds of the loans may be used for capital expenditures, working capital and general corporate purposes of the Credit Parties and their subsidiaries. The CVR Energy ABL is scheduled to mature on June 30, 2027.

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December 31, 2024 | 106

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Loans under the CVR Energy ABL bear interest at an annual rate equal to, at the option of the borrowers, (i) (a) 1.50% plus the Term SOFR or (b) 0.50% plus a base rate, if CVR Refining, LP's ("CVR Refining") the Credit Parties' quarterly excess availability is greater than 50%, and (ii) (a) 1.75% plus the Term SOFR or (b) 0.75% plus a base rate, otherwise. All borrowings under the CVR Energy ABL are subject to the satisfaction of customary conditions, including absence of a default and accuracy of representations and warranties. The Credit Parties must also pay a commitment fee on the unutilized commitments and pay customary letter of credit fees.

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

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December 31, 2023 | 94

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

On September 26, 2023, the Credit Parties entered into Amendment No. 4 to the Amended and Restated ABL Credit Agreement (the "CVR Energy ABL Amendment"), dated December 20, 2012, with Wells Fargo, as administrative agent and collateral agent, to make certain administrative updates thereto. The foregoing description of the CVR Energy ABL and CVR Energy ABL Amendment does not purport to be complete and is qualified in its entirety by its terms, which is furnished as an exhibit to this Report.

On September 25, 2024, certain subsidiaries of the Company entered into an Incremental Commitment Agreement, as permitted under the CVR Energy ABL, for an amount of \$70 million, which increased the total aggregate principal amount available under the CVR Energy ABL from \$275 million to \$345 million.

**Nitrogen Fertilizer Segment**

**2028 UAN Notes** - On June 23, 2021, CVR Partners and CVR Nitrogen Finance Corporation ("Finance Co. (the" and collectively, the "Issuers"), completed a private offering of \$550 million aggregate principal amount of 6.125% Senior Secured Notes due 2028 (the "2028 UAN Notes"). Interest on the 2028 UAN Notes is payable semi-annually in arrears on June 15 and December 15 each year, commencing on December 15, 2021. The 2028 UAN Notes mature on June 15, 2028, unless earlier redeemed or repurchased by the Issuers. The 2028 UAN Notes are jointly and severally guaranteed on a senior secured basis by all the existing domestic subsidiaries of CVR Partners, excluding Finance Co.

The Issuers may, at their option, at any time and from time to time prior to June 15, 2024, on any one or more occasions, redeem all or part of the 2028 UAN Notes, at a price equal to 100% of the principal amount plus a "make whole" premium, plus accrued and unpaid interest. On or after June 15, 2024, the Issuers may, on any one or

more occasions, redeem all or part of the 2028 UAN Notes at the redemption prices set forth below, expressed as a percentage of the principal amount of the respective notes, plus accrued and unpaid interest to the applicable redemption date.

12-month period beginning June 15,	Percentage
2024	103.063%
2025	101.531%
2026 and thereafter	100.000%

The 2028 UAN Notes contain customary covenants for a financing of this type that, among other things, restricts CVR Partners' ability and the ability of certain of its subsidiaries to: (i) sell assets; (ii) pay distributions on, redeem or repurchase CVR Partners' units or redeem or repurchase its subordinated debt; (iii) make investments; (iv) incur or guarantee additional indebtedness or issue disqualified stock; (v) create or incur certain liens; (vi) enter into agreements that restrict distributions or other payments from CVR Partners' restricted subsidiaries to CVR Partners; (vii) consolidate, merge or transfer all or substantially all of CVR Partners' assets; (viii) engage in transactions with affiliates; and (ix) create unrestricted subsidiaries. The 2028 UAN Notes contains a permitted investment activity carveout that allows for the transfer of certain carbon capture assets to a joint venture for the purpose of monetizing potential tax credits. In addition, the indenture contains customary events of default, the occurrence of which would result in or permit the trustee or the holders of at least 25% of the 2028 UAN Notes to cause the acceleration of the 2028 UAN Notes, in addition to the pursuit of other available remedies.

**CVR Partners ABL** - On September 26, 2023, CVR Partners and certain of its subsidiaries entered into Amendment No. 1 to the Credit Agreement (the "CVR Partners ABL Amendment") with Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), as administrative agent, collateral agent and a lender. The CVR Partners ABL

December 31, 2024 | 107

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Amendment amended that certain Credit Agreement, dated as of September 30, 2021 (as amended, the "CVR Partners ABL"), by and among the credit parties thereto and Wells Fargo, as administrative agent, collateral agent and a lender, to, among other things, (i) increase the aggregate principal amount available under the credit facility by an additional \$15 million to a total of \$50 million in the aggregate, with an incremental facility of an additional \$15 million in the aggregate subject to additional lender commitments and certain other conditions, and (ii) extend the maturity date by an additional four years to September 26, 2028. The CVR Partners ABL provides for loans and letters of credit, subject to meeting certain borrowing base conditions, with sub-limits of \$4 million for swingline loans and \$10 million for letters of credit. The proceeds of the loans may be used for general corporate purposes of CVR Partners and its subsidiaries. The foregoing description of the CVR Partners ABL Amendment does not purport to be complete and is qualified in its entirety by its terms, which is furnished as an exhibit to this Report.

Loans under the CVR Partners ABL bear interest at an annual rate equal to, at the option of the borrowers, (i) (a) 1.615% plus the daily simple Secured Overnight Financing Rate ("SOFR") or (b) 0.615% plus a base rate, if our quarterly excess availability is greater than or equal to 75%, (ii) (a) 1.865% plus SOFR or (b) 0.865% plus a base rate, if our quarterly excess availability is greater than or equal to 50% but less than 75%, or (iii) (a) 2.115% plus SOFR or (b) 1.115% plus a base rate,

December 31, 2023 | 95

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

otherwise. The borrowers must also pay a commitment fee on the unutilized commitments and also pay customary letter of credit fees.

The CVR Partners ABL contains customary covenants for a financing of this type and requires CVR Partners in certain circumstances to comply with a minimum fixed charge coverage ratio test and contains other restrictive covenants that limit the ability of CVR Partners and its subsidiaries ability to, among other things, incur liens, engage in a consolidation, merger, purchase or sale of assets, pay dividends, incur indebtedness, make advances, investments and loans, enter into affiliate transactions, issue certain equity interests, create subsidiaries and unrestricted subsidiaries, and create certain restrictions on the ability to make distributions, loans, and asset transfers among CVR Partners or its subsidiaries.

**Covenant Compliance**

The Company and its subsidiaries, as applicable, ~~have been~~were in compliance with all covenants of the CVR Energy ABL, the CVR Partners ABL, and the senior notes~~their~~ debt instruments as of December 31, 2023December 31, 2024.

**(9) Revenue**

The following tables present the Company's revenue disaggregated by major product, which include a reconciliation of the disaggregated revenue by the Company's reportable segments:

(in millions)	Year Ended December 31, 2023			
	Petroleum Segment <sup>(1)</sup>	Nitrogen Fertilizer Segment	Other / Eliminations	Consolidated
Gasoline	\$ 4,289	\$ —	\$ —	\$ 4,289
Distillates <sup>(2)</sup>	3,748	—	193	3,941
Ammonia	—	161	—	161
UAN	—	431	—	431
Urea products	—	29	—	29
Freight revenue <sup>(3)</sup>	19	42	—	61
Other products <sup>(4)</sup>	164	18	86	268
Revenue from product sales	8,220	681	279	9,180
Crude oil sales	66	—	—	66
Other revenue	1	—	—	1
<b>Total revenue</b>	<b>\$ 8,287</b>	<b>\$ 681</b>	<b>\$ 279</b>	<b>\$ 9,247</b>

December 31, 2023 2024 | 96 108

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(in millions)	Year Ended December 31, 2022			
	Petroleum Segment <sup>(1)</sup>	Nitrogen Fertilizer Segment	Other / Eliminations	Consolidated
Gasoline	\$ 4,830	\$ —	\$ —	\$ 4,830
Distillates <sup>(2)</sup>	4,789	—	111	4,900
Ammonia	—	200	—	200
UAN	—	557	—	557
Urea products	—	33	—	33
Freight revenue <sup>(3)</sup>	17	35	—	52
Other products <sup>(4)</sup>	244	11	30	285
Revenue from product sales	9,880	836	141	10,857
Crude oil sales	37	—	—	37
Other revenue	2	—	—	2
<b>Total revenue</b>	<b>\$ 9,919</b>	<b>\$ 836</b>	<b>\$ 141</b>	<b>\$ 10,896</b>

**(9) Revenue**

(in millions)	Year Ended December 31, 2021			
	Petroleum Segment <sup>(1)</sup>	Nitrogen Fertilizer Segment	Other / Eliminations	Consolidated
Gasoline	\$ 3,679	\$ —	\$ —	\$ 3,679
Distillates <sup>(2)</sup>	2,809	—	—	2,809
Ammonia	—	146	—	146
UAN	—	316	—	316
Urea products	—	29	—	29
Freight revenue <sup>(3)</sup>	21	31	—	52
Other products <sup>(4)</sup>	163	11	(12)	162

Revenue from product sales	6,672	533	(12)	7,193
Crude oil sales	47	—	—	47
Other revenue	2	—	—	2
<b>Total revenue</b>	<b>\$ 6,721</b>	<b>\$ 533</b>	<b>\$ (12)</b>	<b>\$ 7,242</b>

The following tables provides a disaggregation of revenues from external customers for our principal products by reportable segment.

(in millions)	Year Ended December 31,		
	2024	2023	2022
<b>Petroleum Segment:</b>			
Gasoline	\$ 3,596	\$ 4,288	\$ 4,830
Distillates <sup>(1)</sup>	2,934	3,746	4,788
Other revenue	379	233	284
<b>Total Petroleum Segment revenue</b>	<b>6,909</b>	<b>8,267</b>	<b>9,902</b>
<b>Renewables Segment:</b>			
Renewable diesel	103	194	111
Renewable fuel credits	74	105	47
<b>Total Renewables Segment revenue</b>	<b>177</b>	<b>299</b>	<b>158</b>
<b>Nitrogen Fertilizer Segment:</b>			
Ammonia	130	161	200
UAN	312	431	557
Urea products	30	29	33
Other revenue <sup>(2)</sup>	52	60	46
<b>Total Nitrogen Fertilizer Segment revenue</b>	<b>524</b>	<b>681</b>	<b>836</b>
<b>Total revenue</b>	<b>\$ 7,610</b>	<b>\$ 9,247</b>	<b>\$ 10,896</b>

(1) The Petroleum Segment may incur broker commissions or transportation costs prior to the transfer on certain sales. The broker costs are expensed since the contract durations are less than one year. Transportation costs are accounted for as fulfillment costs and are expensed as incurred.

(2) Distillates consist primarily of diesel fuel, kerosene, and jet fuel and renewable fuels activity fuel.

(3) Freight revenue recognized by the Petroleum Segment is primarily tariff and line loss charges rebilled to customers to reimburse the Petroleum Segment for expenses incurred from a pipeline operator. Freight revenue recognized by the Nitrogen Fertilizer Segment represents the pass-through finished goods delivery costs incurred prior to customer acceptance and are reimbursed by customers. An offsetting expense for freight is included in Cost of materials and other.

(4) Other products for the Petroleum Segment consists primarily of (i) feedstock, heavy oils, and liquified petroleum gas sales, (ii) sulfur credits, and (iii) pipeline and processing fees. For the Nitrogen Fertilizer Segment, other products consists of sales of (i) nitric acid and (ii) carbon oxide, including includes sales made in connection with the 45Q Transaction and the noncash consideration received, which is recognized as the performance obligation associated with the CO Contract is satisfied over its term through April 2030. Revenue from the CO Contract is recognized over time based on carbon oxide volumes measured at delivery. The Other/Elimination columns include certain credits related to renewable fuel activity and eliminations of intercompany transactions.

December 31, 2023 | 97

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Remaining Performance Obligations**

We have spot and term contracts with customers and the transaction prices are either fixed or based on market indices (variable consideration). We do not disclose remaining performance obligations for contracts that have terms of one year or less and for contracts where the variable consideration was entirely allocated to an unsatisfied performance obligation. As of December 31, 2023 December 31, 2024, these contracts have a remaining duration of less than three years. one year.

As of December 31, 2023 December 31, 2024, the Nitrogen Fertilizer Segment had approximately \$10 million \$8 million of remaining performance obligations for contracts with an original expected duration of more than one year. The Nitrogen Fertilizer Segment expects to recognize \$3 million \$4 million of these performance

obligations as revenue by the end of 2024, 2025, an additional \$3 million in 2025, 2026, and the remaining balance thereafter.

### ***Contract Balances***

A summary of the Nitrogen Fertilizer Segment's deferred revenue activity during the year ended December 31, 2023 December 31, 2024 is presented below: below (in millions):

Contract Balance Type	Balance Sheet Location	December 31, 2024	December 31, 2023
Deferred revenue	Other current liabilities	\$ 51	\$ 16
Long-term deferred revenue	Other long-term liabilities	27	33

During the years ended December 31, 2024 and 2023, the Company recognized revenue of \$16 million and \$46 million, respectively, that was included in the deferred revenue balances as of December 31, 2023 and December 31, 2022, respectively.

(in  
*millions*)

Balance at December 31, 2022		\$	48
<b>Add:</b>			
	<b>CVR ENERGY, INC. AND SUBSIDIARIES</b>		
New prepay contracts entered into during the period	<b>NOTES TO CONSOLIDATED FINANCIAL STATEMENTS</b>	<b>51</b>	
Noncash consideration received as part of the 45Q Transaction			<b>46</b>
<b>Less:</b>			
<b>Major customers</b> that was included in the contract liability balance at the beginning of the period			<b>(47)</b>
<b>Petroleum Segment</b> - The Petroleum Segment had one customer that accounted for 10% or more of the petroleum net sales at approximately 13% for the year ended December 31, 2024 and had two customers that accounted for 10% or more of the petroleum net sales at approximately 15% and 12% for the year ended December 31, 2023, and 15% and 10% for the year ended December 31, 2022.			<b>(21)</b>
Revenue recognized related to noncash consideration			<b>(6)</b>
<b>Other changes</b>			<b>(2)</b>
<b>Renewables Segment</b> - The Petroleum Renewables Segment had one customer who comprised 16% has two customers that each account for approximately 50% of petroleum the renewable net sales for the years ended December 31, 2021, December 31, 2024, 2023 and 2022.			<b>49</b>
Less: Current portion of deferred revenue	\$		<b>(16)</b>
<b>Total long-term deferred revenue</b>	\$		
Nitrogen Fertilizer Segment - The Nitrogen Fertilizer Segment had one customer that accounted for 10% or more of the nitrogen fertilizer net sales at approximately 14% for the year ended December 31, 2024 and had two customers that accounted for 10% or more of the nitrogen fertilizer net sales at approximately 13% and 12% for the year ended December 31, 2023, and 16% and 14% for the year ended December 31, 2022. The Nitrogen Fertilizer Segment had one customer who comprised 13% of nitrogen fertilizer net sales for the year ended December 31, 2021.			

## (10) Derivative Financial Instruments and Investments

## **Derivative Financial Instruments**

Our segments are subject to fluctuations of commodity prices caused by supply and economic conditions, weather, interest rates, and other factors. To manage the impact of price fluctuations of crude oil and other commodities in our results of operations and certain inventories, and to fix margins on future sales and purchases, the Petroleum Segment uses various commodity derivative instruments, such as futures and swaps. The Company has not designated any of its derivative contracts as hedge accounting and records changes in fair value and cash settlements in the Consolidated Statements of Operations.

December 31, 2023 | 98

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following outlines the net notional buy (sell) position of our commodity derivative instruments held as of December 31, 2023 December 31, 2024 and 2022: 2023:

Swaps
Swaps
Futures
Futures
Futures
Futures

(1) As of December 31, 2024, the Company held offsetting NYMEX Diesel Crack commodity buy and sell positions of approximately 2.5 million barrels.

The following outlines the balances of our commodity derivative instruments as of December 31, 2023 and 2022 after the effects of contract netting and allocation of collateral and their classifications in the on our Consolidated Balance Sheets. Refer to Note 11 ("Fair Value Measurements") for the gross amounts of the commodity derivative instruments (before the effects of contract netting and allocation of collateral):

(in millions)	December 31,				(in millions)	Assets	Liabilities	Assets	Liabilities					
	2023		2022											
	2024	2023	2024	2023										
Prepaid expenses and other current assets														
Other current assets														
Other long-term assets														
Other current liabilities														

December 31, 2024 | 110

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table represents CVR Energy's incurred realized and unrealized net gains (losses) from derivative activities, recorded in Cost of materials and other on the Consolidated Statements of Operations:

(in millions)	(in millions)	Year Ended December 31,			(in millions)	2024	2023	2022
		2023	2022	2021				
Commodity derivative instruments								
Commodity derivative instruments								
Commodity derivative instruments								

CVR Energy has certain derivative instruments that contain credit risk-related contingent provisions associated with our credit ratings. If our credit rating were to be downgraded, it would allow the counterparty to require us to post collateral or to request immediate, full settlement of derivative instruments in liability positions. There were no derivative liabilities with credit risk-related contingent provisions as of December 31, 2023 December 31, 2024 and 2022, 2023, and no collateral has been posted.

**Investments**

On January 18, 2022, the Company divested its remaining nominal investment in Delek US Holdings, Inc. ("Delek"). These investments were considered trading securities and the related income was \$81 million during 2021, which was recorded in Prepaid expenses and other current assets on our Consolidated Balance Sheets. See further discussion in Note 17 ("Related Party Transactions").

**(11) Fair Value Measurements**

In accordance with FASB ASC Topic 820, *Fair Value Measurements and Disclosures* ("Topic 820"), certain assets and liabilities of the Company are measured at fair value on a recurring and nonrecurring basis at December 31, 2023 December 31, 2024 and 2022, 2023. Topic 820 utilizes a fair value hierarchy considering the inputs and valuation techniques used to measure fair value into the following three broad levels:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

- Level 2 — Observable inputs other than quoted prices included within Level 1 for the asset or liability either directly or indirectly, which include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets and liabilities in markets that are not active.
- Level 3 — Unobservable inputs that are significant to the fair value of the asset or liability, which include valuation techniques that involve significant unobservable inputs and Company's own assumptions of market inputs/valuation.

**Assets and liabilities measured at fair value on a recurring basis**

The following tables set forth information about the assets and liabilities measured at fair value on a recurring basis, by input level, as of December 31, 2023 December 31, 2024 and 2022, 2023. Such amounts are presented on a gross basis, before the effects of netting and allocation of collateral. The Company elected to offset the fair value amounts recognized for derivative assets and liabilities

December 31, 2024 | 111

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

executed with the same counterparty under a master netting arrangement, including fair value amounts recognized for the right to reclaim or the obligation to return cash collateral.

(in millions)	December 31, 2023				December 31, 2024			
	Fair Value Hierarchy	Fair Value Hierarchy	Total gross fair value	Contract netting	Fair Value Hierarchy	Total gross fair value	Contract netting	Fair Value Hierarchy
					Collateral netting (1)	Net value	Collateral netting (1)	Net value
<b>Assets</b>								
Assets								
Assets								
Commodity derivative instruments								
Commodity derivative instruments								
Commodity derivative instruments								
<b>Liabilities</b>								
<b>Liabilities</b>								
<b>Liabilities</b>								
Commodity derivative instruments								
Commodity derivative instruments								
Commodity derivative instruments								
<b>RFS</b>								

Commodity derivative instruments

Commodity derivative instruments

*Liabilities*

*Liabilities*

*Liabilities*

Commodity derivative instruments

Commodity derivative instruments

Commodity derivative instruments

RFS

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(1) At December 31, 2023 December 31, 2024 and 2022, 2023, the Company had \$13 \$3 million and \$7 \$13 million of collateral under master netting arrangements not offset against the derivatives within Prepaid expenses and other current assets on the Consolidated Balance Sheets, respectively, primarily related to initial margin requirements.

The Petroleum Segment's Company's commodity derivative contracts consist of exchange traded futures, commodity price swaps, and sale and purchase forwards that are measured at fair value using a market approach based on available broker quoted market prices of identical or similar instruments. Similarly, RFS obligations are measured at fair value using a market approach based on available broker quoted market RIN prices for each specific or closest vintage year.

The Company had no transfers of assets or liabilities between any of the above levels during the years ended December 31, 2023 December 31, 2024 and 2022, 2023.

**Assets and liabilities measured at fair value on a nonrecurring basis**

CVR Partners performed a nonrecurring fair value measurement of the equity interest received as part of the 45Q Transaction in the first quarter of 2023. Such valuation used a combination of the market approach and the discounted cash flow methodology with key inputs including the discount rate, contractual and expected future cash flows, and market multiples. CVR Partners determined the estimated fair value of the consideration received to be \$46 million, \$46 million, which is a nonrecurring Level 3 measurement, as defined by Topic 820, based on the use of CVR Partners' own assumptions described

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December 31, 2023 | 100

**CVR ENERGY, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

above. There are no other assets or liabilities that were measured at fair value on a nonrecurring basis as of December 31, 2023 December 31, 2024 and 2022, 2023.

**Assets and liabilities not required to be measured at fair value**

CVR Energy holds cash equivalents which consist primarily of bank time deposits with maturities of 90 days or less. Cash and cash equivalents and reserved funds had carrying and fair values of \$987 million and \$1.2 billion at December 31, 2024 and \$510 million at December 31, 2023 and 2022, 2023, respectively, and are classified as Level 1 in the fair value hierarchy.

Long-term debt of \$1.9 billion and \$2.1 billion at December 31, 2024 and \$1.5 billion at December 31, 2023 and 2022, 2023, respectively, had estimated fair values of \$2.1 \$1.5 billion and \$1.4 and \$2.1 billion, respectively, and are classified as Level 2 in the fair value hierarchy.

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December 31, 2024 | 112

**CVR ENERGY, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Other short-term financial assets and liabilities, which consist of reserved funds, restricted cash, accounts receivable, accounts payable, and operating and finance lease obligations, are carried at cost on the Consolidated Balance Sheets and approximate their estimated fair values.

## (12) Share-Based Compensation

### Overview

CVR Energy and CVR Partners have a Long-Term Incentive Plans (collectively, the "LTIPs" Plan (the "CVR Energy LTIP") that permit the granting of options, restricted stock, and unit appreciation rights, restricted shares, restricted stock units, phantom units, unit awards, substitute awards, other unit-based awards, cash awards, options, stock appreciation rights, dividend and distribution equivalent rights, performance awards, and share awards and performance awards (including performance share units, performance units, and performance-based restricted stock). Individuals who are eligible to receive awards and grants under or in connection with the LTIPs include the employees, officers, and directors of the Company and CVR Partners, its subsidiaries. The Company had 6.8 million and 0.5 million 5.6 million shares available for future grants under the CVR Energy LTIP at December 31, 2024.

CVR Partners had a Long-Term Incentive Plan ("CVR Partners LTIP") which permitted the granting of options, unit appreciation rights, distribution equivalent rights, restricted and phantom units, and other unit-based unit-based awards to the employees, officers, consultants and directors of CVR Partners and its subsidiaries, which expired by its terms in 2021. However, CVR Partners may grant long-term cash awards in connection with (and not under) the CVR Partners LTIP respectively, at December 31, 2023, to directors, officers, employees, employee candidates, consultants, or advisors of CVR Partners, its subsidiaries, or its parent.

### Incentive and Phantom Unit Awards

Incentive The Company has issued long-term incentive unit awards under the CVR Energy LTIP, which represent the right to receive, upon vesting, at the Compensation Committee's election (i) one share of CVR Energy common stock together with the per share value of all dividends declared and paid on CVR Energy common stock, from the grant date through the vesting date, or (ii) a cash payment equal to the average fair market value of one share of CVR Energy common stock calculated in accordance with the award agreement, plus the per share value of all dividends declared and paid on CVR Energy common stock from the grant date through the vesting date, both subject to the terms of the applicable award agreement ("CVI LTIP Awards").

The Company and CVR Partners have also issued long-term, cash incentive or phantom unit awards that have been granted to officers, employees, in connection with (but not under) the CVR Energy LTIP and directors CVR Partners LTIP, as applicable (collectively, the "Cash Share-Based Awards" and together with the CVI LTIP Awards, "Share-Based Awards") reflect the value of shares or units and dividends or distributions of CVR Energy or CVR Partners, as applicable. Each. These Cash Share-Based Award and the related dividend or distribution equivalent right represents Awards represent the right to receive, upon vesting, a cash payment equal to (i) the average fair market value of one share of CVR Energy common stock or unit, CVR Partners common units, as applicable, calculated in accordance with the award agreement, plus (ii) the per share or unit cash value of all dividends or distributions declared and paid on CVR Energy common stock or CVR Partners common units, as applicable, from the grant date through the vesting date, subject to the terms of the applicable award agreement.

The Share-Based Awards are generally graded-vesting awards, which vest over three years with one-third of the award vesting each year provided the grantee remains employed by the Company or its subsidiaries on the applicable vesting date. Compensation expense is recognized ratably, based on service provided to the Company and its subsidiaries, with the amount recognized fluctuating as a result of the Share-Based Awards being remeasured to fair value at the end of each reporting period due to their liability-award classification.

A summary of activity for the Company's Share-Based Awards for the year ended December 31, 2023 December 31, 2024 is presented below:

	Shares or Units (1)
Non-vested at December 31, 2022	
Non-vested at December 31, 2023	
Non-vested at December 31, 2022	
Non-vested at December 31, 2023	
Non-vested at December 31, 2022	
Non-vested at December 31, 2023	
Granted (2)	
Granted (2)	
Granted (2)	
Vested	
Vested	
Vested	
Forfeited	
Forfeited	

## Forfeited

Non-vested at December 31, 2023
Non-vested at December 31, 2023
Non-vested at December 31, 2023
Non-vested at December 31, 2024
Non-vested at December 31, 2024
Non-vested at December 31, 2024

(1) As of December 31, 2023, there are no **Includes all units outstanding awards under the LTIPs, and the only outstanding and unvested awards are issued in connection with and not under the LTIPs.** **Share-Based Awards.**

December 31, 2023 2024 | 101 113

## CVR ENERGY, INC. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(2) Includes 1,218,813 units granted under the CVR Energy LTIP with a weighted-average grant-date fair value of \$19.88. The remainder of the outstanding and unvested units, as well as the vested and forfeited awards, were issued as Cash Share-Based Awards in connection with (and not under) the CVR Energy LTIP and CVR Partners LTIP.

### Performance Unit Awards

Pursuant to the amended employment **A performance award** agreement effective **December 22, 2021** **November 1, 2017**, with the Company's current chief executive officer, the Company **as amended the performance award agreement** (the "CEO Performance Award"). The CEO Performance Award, represents our Chief Executive Officer's right to receive upon vesting, a cash payment equal to \$10 million if the average closing price of the Company's CVR Energy's common stock over the 30-day trading period from January 6, 2025 through February 20, 2025 is equal to or greater than \$60 per share. **share** (subject to any equitable adjustments required to account for splits, dividends, combinations, acquisitions, dispositions, recapitalizations, and the like). The Performance Cycle (as such term is defined in the CEO Performance Award) ended on December 31, 2024, and the measurement period thereunder will expire on February 20, 2025, after which the CEO Performance Award will no longer be in effect. At this time, it is not probable that the condition under the CEO Performance Award will be achieved or that any amounts will be paid thereunder. Under the CEO Performance Award, as of **December 31, 2023** **December 31, 2024** and **2022**, 2023, the Company had no outstanding liability.

### Compensation Expense

A summary of total share-based compensation expense and unrecognized compensation expense related to the Share-Based Awards and the **Company's performance awards** **CEO Performance Award** during the years ended **December 31, 2023** **December 31, 2024**, **2022**, **2023**, and **2021** **2022** is presented below:

	Expenses		Expenses		Unrecognized Expense		Expenses		Unrecognized Expense		
	For the year ended December 31,		For the year ended December 31,		At December 31, 2023		For the year ended December 31,		At December 31, 2024		
	(in millions)	2023	2022	2021	Amount	Weighted-Average Remaining (in years)	2024	(in millions)	2023	2022	Amount
<i>Share-Based Awards:</i>											
Incentive Units (1)	\$28	\$45	\$22	\$32	1.7	1.7	\$10	\$28	\$45	\$30	1.8
CVR Partners	26	26	27	27	5	5	1.8	26	26	26	1.8
Phantom Units (2)	6	26	26	27	5	5	1.8	5	6	6	1.8

#### Performance Unit

Awards:

#### Performance Unit

Awards:

#### Performance Unit

Awards:

CEO Performance

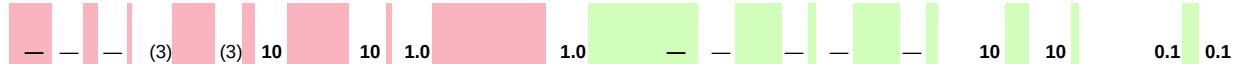
Award (1) (3)

CEO Performance

Award (1) (3)

CEO Performance

Award (1) (3)



**Total share-based compensation expense**

**Total share-based compensation expense**

**Total share-based compensation expense**

(1) Includes expense associated with incentive units granted as Cash Share-Based Awards and CVI LTIP Awards by CVR Energy.

(2) Comprised of expense associated with the phantom units granted as Cash Share-Based Awards by CVR Partners.

(3) All expenses, recognized and unrecognized, related to the CEO Performance Award are contingent upon whether the performance parameters are probable of being met. If the performance parameters are not met, no expense will be recognized.

The total tax benefit recognized during the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021 2022 related to compensation expense was \$9 million \$4 million, \$19 million \$9 million, and \$12 million \$19 million, respectively. As of December 31, 2023 December 31, 2024 and 2022, 2023, the Company had a liability of \$16 million \$10 million and \$35 million \$16 million, respectively, for cash settled non-vested Share-Based Awards and associated dividend and distribution equivalent rights. For the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021 2022, the Company paid cash of \$54 million \$21 million, \$58 million \$54 million, and \$30 million \$58 million, respectively, to settle liability-classified awards upon vesting.

#### Other Benefit Plans

The Company sponsors and administers two defined-contribution 401(k) plans, the CVR Energy 401(k) Plan and the CVR Energy 401(k) Plan for Represented Employees (collectively, the "Plans"), in which the Company's employees may participate. Participants in the Plans may elect to contribute a designated percentage of their eligible compensation in accordance with the Plans, subject to statutory limits. The Company provides a matching contribution of 100% of the first 6% of eligible compensation contributed by participants. Participants in the Plans are immediately vested in their individual contributions. The Plans provide for a three-year vesting schedule for the Company's matching contributions and contain a provision to count service with predecessor organizations. The Company had contributions under the Plans of \$13 million, \$12 million, and \$11 million for the years ended December 31, 2023 December 31, 2024, 2023, and 2022, respectively. The Company did not contribute under the Plans for the year ended December 31, 2021, as the Company's matching contributions for the Plans were suspended effective January 1, 2021 and resumed effective January 1, 2022.

#### (13) Income Taxes

As of December 31, 2023 and 2022, the Company's Consolidated Balance Sheets reflected a payable of \$25 million and receivable of \$22 million, respectively, from the IRS and certain state jurisdictions.

December 31, 2023 2024 | 102 114

#### CVR ENERGY, INC. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### (13) Income Taxes

As of December 31, 2024 and 2023, the Company's Consolidated Balance Sheets reflected a receivable of \$11 million and a payable of \$25 million, respectively, from the IRS and certain state jurisdictions.

#### Income Tax (Benefit) Expense (Benefit)

Income tax (benefit) expense (benefit) is comprised of the following:

(in millions)	Year Ended December 31,			(in millions)	Year Ended December 31,		
	2023	2022	2021		2024	2023	
<i>Current:</i>							
Federal							
Federal							
Federal							
State							
<b>Total current</b>							
<i>Deferred:</i>							
Federal							
Federal							
Federal							
State							
<b>Total deferred</b>							
<b>Total income tax expense (benefit)</b>							
<b>Total income tax (benefit) expense</b>							

The following is a reconciliation of total income tax (benefit) expense (benefit) to income tax (benefit) expense (benefit) computed by applying the statutory federal income tax rate to pretax income:

(in millions)	Year Ended December 31,			(in millions)	Year Ended December 31,		
	2023	2022	2021		2024	2023	
Tax computed at federal statutory rate							
State income taxes, net of federal tax benefit							
Changes in enacted state tax rates, net of federal tax expense							
State tax incentives, net of federal tax expense							
<b>Executive compensation</b>							
Noncontrolling interest							
Renewable fuel incentives							
Other, net							
<b>Total income tax expense (benefit)</b>							
<b>Total income tax (benefit) expense</b>							

December 31, 2023 2024 | 103 115

#### CVR ENERGY, INC. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### Deferred Tax Assets and Liabilities

The income tax effect of temporary differences that give rise to the Deferred income tax assets and Deferred income tax liabilities at December 31, 2023 December 31, 2024 and 2022 2023 are as follows:

(in millions)	December 31,	
	2023	2022
<i>Deferred income tax assets:</i>		
Personnel accruals	\$ 11	\$ 14
Inventories	3	—
Right of use lease liability	9	—
Contingent liabilities	61	—
State tax credit carryforward, net	12	8
<b>Total gross deferred income tax assets</b>	<b>96</b>	<b>22</b>
Unrealized gains/losses	(6)	—
Prepaid expenses	(6)	—
Right of use lease asset	(10)	—
Investment in CVR Partners	(60)	(68)
Investment in CVR Refining	—	(202)
Investment in Joint Ventures	(15)	—
Property, plant and equipment	(295)	—
Turnaround costs	(30)	—
Other	(1)	(1)
<b>Total gross deferred income tax liabilities</b>	<b>(423)</b>	<b>(271)</b>
<b>Net deferred income tax liabilities</b>	<b>\$ (327)</b>	<b>\$ (249)</b>

Effective February 1, 2023, we completed a restructuring of our business to segregate the renewables business. The restructuring took place in several phases, and included the formation of new, wholly-owned subsidiaries of CVR Energy to which certain assets were transferred. See Part II, Item 7, *Renewables Business*, for further discussion of the restructuring. The Deferred income tax assets and Deferred income tax liabilities as of December 31, 2023 reflect such restructuring.

(in millions)	December 31,	
	2024	2023
<i>Deferred income tax assets:</i>		
Personnel accruals	\$ 10	\$ 11
Inventories	1	3
Right of use lease liability	14	9
Contingent liabilities	56	61
State tax credit carryforward, net	17	12
Interest expense	2	—
<b>Total gross deferred income tax assets</b>	<b>100</b>	<b>96</b>
Unrealized gains/losses	(1)	(6)
Prepaid expenses	(1)	(6)
Right of use lease asset	(14)	(10)
Investment in CVR Partners	(55)	(60)
Investment in Joint Ventures	(1)	(15)
Property, plant and equipment	(274)	(295)
Turnaround costs	(31)	(30)
Other	—	(1)
<b>Total gross deferred income tax liabilities</b>	<b>(377)</b>	<b>(423)</b>
<b>Net deferred income tax liabilities</b>	<b>\$ (277)</b>	<b>\$ (327)</b>

Although realization is not assured, management believes that it is more likely than not that all of the deferred income tax assets will be realized, and therefore, no valuation allowance was recognized as of December 31, 2023 December 31, 2024 and 2022 December 31, 2023.

As of December 31, 2023 December 31, 2024, CVR Energy has state tax credits of approximately \$14 million \$22 million, which are available to reduce future state income taxes. These credits, have an indefinite carryover period, if not used, will begin expiring in 2040.

#### **Uncertain Tax Positions**

A reconciliation of unrecognized tax benefits is as follows:

(in millions)	Year Ended December 31,			
	2023	2022	2021	(in millions)
Balance, beginning of year				
Reductions related to expirations from statute of limitations				
Reductions related to expirations from statute of limitations				
Reductions related to expirations from statute of limitations				
Balance, end of year				

Included in the balance of unrecognized tax benefits as of December 31, 2023 December 31, 2024, 2022, 2023, and 2021 2022 are \$1 million, \$9 million \$1 million, and \$13 million \$9 million, respectively, of tax benefits that, if recognized, would affect the effective tax rate. Additionally, the Company reasonably believes that no unrecognized tax positions related to state income tax credits will be recognized by the end of 2024 2025 as a result of the expiration of statute of limitations. No unrecognized tax benefits were netted with Deferred income tax asset

December 31, 2023 | 104

#### **CVR ENERGY, INC. AND SUBSIDIARIES**

#### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

carryforwards as of December 31, 2023. Approximately \$2 million of unrecognized tax benefits were netted with Deferred income tax asset carryforwards as of December 31, 2022, December 31, 2024 and 2023. The remaining unrecognized tax benefits are included in Other long-term liabilities in the Consolidated Balance Sheets.

December 31, 2024 | 116

#### **CVR ENERGY, INC. AND SUBSIDIARIES**

#### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

CVR Energy recognized no interest benefit and no liability for interest as of December 31, 2024, \$3 million interest benefit and no liability for interest as of December 31, 2023, and \$1 million interest expense and \$3 million liability for interest as of December 31, 2022, and \$1 million interest expense and \$2 million liability for interest as of December 31, 2021. No penalties were recognized during 2024, 2023, 2022, or 2021, 2022.

At December 31, 2023 December 31, 2024, the Company's tax filings are open to examination in the United States for the tax years ended December 31, 2020 December 31, 2021 through December 31, 2022 December 31, 2023 and in various individual states for the tax years ended December 31, 2019 December 31, 2020 through December 31, 2022 December 31, 2023.

#### **(14) Commitments and Contingencies**

##### **Unconditional Purchase Obligations**

The minimum required payments for unconditional purchase obligations, as defined in ASC 440, *Commitments*, primarily related to transportation agreements are as follows:

(in millions)	(in millions)	Unconditional Purchase Obligations	(in millions)	Unconditional Purchase Obligations
		(in millions)		(in millions)
<u>Year Ended December 31,</u>				
2024				
2024				

2024
2025
2025
2025
2026
2027
2028
2029
Thereafter

\$  
\_\_\_\_\_

Expenses associated with these obligations are included in Direct operating expenses (exclusive of depreciation and amortization), and, for the years ended December 31, 2023 December 31, 2024, 2023, and 2022, and 2021, totaled \$72 million \$75 million, \$72 million, and \$71 million \$72 million, respectively.

#### **Crude Oil Supply Agreement**

The Petroleum Segment had has a crude oil supply agreement with Vitol Inc. Gunvor USA LLC ("Vitol" "Gunvor") until December 31, 2023, which commenced on January 1, 2024 (as amended, the "Gunvor Crude Oil Supply Agreement"), pursuant to which Vitol supplied Gunvor supplies the Petroleum Segment with certain crude oil and intermedation logistics helping to reduce the amount of inventory held at certain locations and mitigate crude oil pricing risk. The Gunvor Crude Oil Supply Agreement replaced a similar agreement with a different supplier that expired on December 31, 2023. Volumes contracted under this agreement, these agreements, as a percentage of the total crude oil purchases (in barrels), were approximately 26% 21%, 34% 26%, and 42% 34% for the years ended December 31, 2023 December 31, 2024, 2023, and 2022, and 2021, respectively. On June 28, 2023, the Company, through one of its indirect wholly owned subsidiaries, entered into a crude oil supply agreement (as amended, the "Gunvor Crude Oil Supply Agreement") with The Gunvor USA LLC ("Gunvor"), pursuant to which Gunvor will supply certain crude oil and intermedation logistics in connection with deliveries beginning on or about January 1, 2024. On December 21, 2023, we entered into that certain Amended and Restated Crude Oil Supply Agreement, which extended the initial term of the Gunvor Crude Oil Supply Agreement for one month, until currently extends through January 31, 2026, and made certain other non-material updates. The term of the Gunvor Crude Oil Supply Agreement is subject to automatic one-year renewals following the expiration of the initial term in the absence of either party providing 180 days' notice of termination.

As part of the transition of the crude oil supply agreement from Vitol to Gunvor, on December 31, 2023, the Company purchased the final inventory remaining under the crude oil supply agreement with Vitol and sold it to Gunvor on January 1, 2024. The inventory purchased from Vitol was included within Inventories on the Consolidated Balance Sheets as of December 31, 2023.

December 31, 2023 | 105

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**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

#### **45Q Transaction**

Under the agreements entered into in connection with the 45Q Transaction, the Company's indirect subsidiary CRNF is obligated to meet certain minimum quantities of carbon oxide supply each year during the term of the agreement and is subject to fees of up to \$15 million per year (reduced pro rata for partial years) to the unaffiliated third-party investors, subject to an overall \$45 million cap, if these minimum quantities are not delivered. CVR Partners issued a guarantee to the unaffiliated third-party investors and certain of their affiliates involved in the 45Q Transaction of the payment and performance obligations of CRNF and CVRP JV, which include the aforementioned fees. This guarantee has no impacts on the accounting records of CVR Partners unless the parties fail to comply with the terms of the 45Q Transaction contracts.

December 31, 2024 | 117

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**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## Contingencies

**Call Option Coverage Case Cases** - In January 2021, the Company's primary **The Company** and excess insurers certain of its affiliates (the "Insurers" "Call Defendants") filed suit for declaratory judgment are engaged in the 434th Judicial District Court of Fort Bend County, Texas seeking determination that the Insurers owe no indemnity coverage under policies with coverage limits of \$50 million for the Company's December 2022 two lawsuits relating to settlement of the consolidated lawsuits (collectively, the "Call Option Lawsuits") filed by purported former unitholders of CVR Refining on behalf of themselves and an alleged class of similarly situated unitholders against the Company and certain of its affiliates (the "Call Defendants") relating to the Company's exercise of the call option under the CVR Refining Amended and Restated Agreement of Limited Partnership assigned to it by CVR Refining's general partner including the Stipulation, Compromise and Release (the "Settlement"), which Settlement was entered into in August 2022 and had no further impact on the Company's financial position or results of operations beyond the \$79 million amount recognized within Other (expense) income, net in the Consolidated Statements of Operations for the year ended December 31, 2022 to reflect. In the estimated probable loss. In November 2022, Texas declaratory judgment action commenced by the court granted summary judgment in favor of the Insurers, which the Company has appealed, and which appeal remains pending and in its earliest stages. Also in January 2021, the Company filed suit against the Insurers in the Superior Court of the State of Delaware (the "Superior Court") alleging breach of contract and breach of the implied covenant of good faith and fair dealing against their Company's primary and excess insurers relating to their denial (the "Insurers") seeking determination that the Insurers owe no indemnity coverage under policies with coverage limits of coverage of \$50 million, the Call Defendants' defense expenses and indemnity, as well as other conduct. Defendants have appealed the entry of summary judgment by the lower court to the Texas First Court of Appeals, which appeal remains pending. In the Delaware action filed by the Call Defendants against the Insurers relating to the Call Option Lawsuits, which complaint was amended in January 2023 to seek seeking recovery from the Insurers of all of the amounts paid in settlement of the Call Option Lawsuits, connection with Settlement, mediation in 2024 was unsuccessful and motion practice remains in process. While our appeal of the Texas court decision and our Superior Court lawsuit both cases remain pending, the Company does not expect the outcome of these lawsuits to have a material adverse impact on the Company's financial position, results of operations, or cash flows.

**Renewable Fuel Standard** - Coffeyville Resources Refining & Marketing, LLC ("CRRM") and Wynnewood Refining Company, LLC ("WRC", and together with CRRM, the "obligated-party subsidiaries") are subject to the RFS implemented by the U.S. Environmental Protection Agency (the "EPA"), which requires obligated parties to either blend a certain amount of renewable fuels, called a Renewable Volume Obligation ("RVO"), into their transportation fuels or purchase renewable fuel credits, known as RINs, in lieu of blending. The Petroleum Segment's obligated-party subsidiaries are not able to blend the majority of their transportation fuels with renewable fuels and, unless their RFS obligations are waived or exempted, must either purchase RINs from third parties including its affiliate or obtain waiver credits for cellulosic biofuels in order to comply with the RFS. Additionally, the Petroleum Segment's obligated-party subsidiaries purchase RINs generated from our renewable diesel operations, whose operating results are not included in either of our reportable segments, to partially satisfy their RFS obligations.

For the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021, 2022, the Company's obligated-party subsidiaries recognized, net of RINs sales, an expense of approximately \$46 million, a benefit of approximately \$114 million, and an expense of \$435 million and \$435 million, respectively, for their compliance with the RFS (based on the 2020 2021, 2022, and 2023 through 2024 renewable volume obligation ("RVO"), for the respective periods, excluding the impacts of any exemptions or waivers to which the Company's obligated-party subsidiaries may be entitled). The recognized amounts are included within Cost of materials and other on the Consolidated Statements of Operations and represent costs to comply with the RFS obligation through purchasing of RINs not otherwise reduced by blending of ethanol, biodiesel, or renewable diesel. diesel are included within Cost of materials and other in the Consolidated Statements of Operations. At each reporting period, to the extent RINs purchased and generated through blending are less than the RFS obligation (excluding the impact of exemptions or waivers to which the Company may be entitled), the remaining position is valued using RIN market prices at period end for each specific or closest vintage year. As of December 31, 2023 December 31, 2024 and 2022, 2023, the Company's obligated-party subsidiaries' RFS positions were approximately \$329 million \$323 million and \$692 million \$329 million, respectively, and are recorded in Other current liabilities on in the Consolidated Balance Sheets.

**RFS Disputes** - In 2022, CRRM and WRC joined have been parties to numerous lawsuits relating to the RFS, including lawsuits relating to petitions for small refinery exemptions ("SREs") filed by WRC for the 2017 through 2024 compliance periods, which petitions are in various stages of review by the EPA and/or various courts, primarily including the following:

- Regarding WRC's petitions for the 2017 to 2021 compliance periods which, together with the SRE petitions from certain other small refineries, in bringing suit against had been denied by the EPA in 2022 (the "2022 Denials"), the EPA has yet to act on those petitions after the EPA's denials were vacated by the United States Court of Appeals for the Fifth Circuit (the "Fifth Circuit") challenging in November 2023 and remanded back to the EPA on the grounds that the EPA's denials were impermissibly retroactive and that the EPA's interpretation was contrary to law and arbitrary and capricious as applied to petitioners' exemptions. In May 2024, the EPA and certain biofuels groups sought certiorari before the Supreme Court of the United States ("SCOTUS") seeking review of whether venue for these challenges to the 2022 Denials lies exclusively in the United States Court of Appeals for the District of Columbia Circuit (the "DC Circuit"), which certiorari was granted in October 2024. Oral argument is expected sometime in 2025.
- Regarding WRC's petitions for the 2022 compliance period, that petition was denied by the EPA in July 2023 largely on the same grounds as the 2022 Denials and had been stayed by the Fifth Circuit pending issuance of the mandate in a case brought by other small refinery refiners in July 2024 in the DC Circuit, which ruled in favor of certain small refineries also challenging the 2022 Denials, holding that the 2022 Denials as applicable to those small refineries was arbitrary and

December 31, 2023 2024 | 106 118

## CVR ENERGY, INC. AND SUBSIDIARIES

exemptions ("SREs") under capricious, vacating such denials and remanding such petitions back to the RFS in April 2022 for WRC's 2018 petition and in June 2022 for WRC's 2017, 2019, 2020 and 2021 SRE petitions (collectively, the "2022 Denials"), which denials were based on a new standard for evaluating SREs announced by the EPA in December 2021 and retroactively applied. WRC and certain other refineries also challenged the July 2023 denial by EPA of additional SRE petitions based on the new standard, including WRC's 2022 SRE petition. The Fifth DC Circuit also granted WRC dismissed a stay of enforcement challenge brought by biofuel producers to the EPA's alternative compliance action, concluding that the petitioners had not established any harm from EPA's decision and therefore lacked standing to sue. WRC's SRE petition for the 2022 compliance period, and held the case in abeyance pending resolution of lawsuits in the Fifth Circuit, the United States Courts of Appeals for the Eleventh Circuit and the United States Courts of Appeals for the District of Columbia Circuit (the "DC Circuit") relating to the 2022 Denials (collectively, the "2022 Denials Case"). In November 2023, the Fifth Circuit issued an opinion in WRC's lawsuit relating to the 2022 Denials holding that the 2022 Denials were impermissibly retroactive and that the EPA's interpretation of the SRE provisions of the RFS was contrary to law and arbitrary and capricious as applied to the Fifth Circuit petitioners' SRE petitions. The Fifth Circuit vacated those denials, including those for WRC for 2017 through 2021, and remanded those SRE petitions to EPA for further consideration consistent with the Fifth Circuit's ruling. EPA has not yet taken action on those SRE petitions since remand. While WRC's stay relating to the 2022 compliance year remains in effect until resolution of the 2022 Denials Cases, its stays relating to the preceding compliance periods expired in January 2024.

The Company's other challenges against the EPA relating to the RFS remain pending, including:

- WRC's challenges to the EPA's Final Rules issued in June 2022 and June 2023 establishing the 2020-2022 RVOs and 2023-2025 RVOs, respectively; and
- WRC's lawsuit against the EPA currently pending in the DC Circuit related to damages WRC incurred as a result of the EPA's late grant of its 2018 SRE, which SRE was denied by the EPA in April July 2023 largely on the same grounds as the 2022 which denial was vacated Denials, had been stayed pending issuance of the mandate in the DC Circuit case.
- Regarding WRC's petition for the 2023 compliance period, the United States District Court for the Southern District of Texas ruled in favor of WRC in its suit seeking a declaration that the Administrator of the EPA violated the CAA by failing to rule on WRC's petition within 90 days, and issued a ruling that EPA must act on WRC's petition in January 2025. In January 2025, the EPA denied WRC's petition. In February 2025, WRC filed a petition with the Fifth Circuit seeking stay of WRC's obligations under the RFS. In its filings with the Fifth Circuit in November 2023 as noted above. February 2025, the EPA reported that it was reviewing its denial and did not oppose WRC's stay.
- Regarding WRC's petition for the 2024 compliance period, EPA has not yet ruled on WRC's petition despite its ninety day deadline. WRC served on the EPA a notice of intent to sue EPA for this failure.

The As these matters are in various stages, the Company cannot yet determine at this time the outcomes of these matters. While we intend to prosecute these actions vigorously, if these matters are ultimately concluded in a manner adverse to the Company, they could have a material effect on the Company's financial position, results of operations, or cash flows.

**Guaranty Dispute** – In connection with mediation conducted in September 2024, Exxon Mobil Corporation ("XOM") formally demanded, pursuant to a guaranty claimed by XOM to have been issued in its favor in 1993 by a subsidiary of CVR Energy (the "Alleged Guaranty"), that such subsidiary defend and indemnify it against claims by numerous property owners in Louisiana alleging contamination from historic well operations relating to oil and gas leases in Louisiana sold by XOM in 1993 (the "LA Leases"). The Company disputes the validity of the alleged guaranty and has filed suit in the Superior Court of the State of Delaware for declaratory judgment relating thereto, which suit remains pending. While CVR Energy vigorously opposes XOM's claims, if the Alleged Guaranty is determined to obligate CVR Energy to indemnify XOM for all damages it could incur relating to the LA Leases, it could have a material effect on CVR Energy's financial position, results of operations, or cash flows. However, as this matter remains in its early stages, the Company cannot yet determine whether it will have such an outcome.

#### Environmental, Health, and Safety ("EHS") Matters

**Clean Air Act Matter** - CRRM and certain of its affiliates settled claims brought in the United States District Court for the District of Kansas ("D. Kan") by the United States, on behalf of the EPA, and the State of Kansas, on behalf of the Kansas Department of Health and Environment ("KDHE") seeking both statutory and stipulated penalties primarily relating to the Coffeyville Refinery's flares, heaters, and related matters. The terms of the settlement are set forth in a Consent Decree ("CD") that was entered by the D. Kan on January 10, 2024. The EPA and KDHE sought stipulated penalties under a 2012 Consent Decree (the "Stipulated Claims"), which amount CRRM previously deposited into a commercial escrow account which were legally restricted for use and included in Prepaid expenses and other current assets on our Consolidated Balance Sheets as of December 31, 2023; those escrowed funds were released in February 2024 and the settlement was paid. The settlement did not and is not expected in the future to have a material adverse impact on the Company's financial position, results of operations, or cash flows.

**Environmental Accruals** - As of December 31, 2023 December 31, 2024 and 2022, 2023, environmental accruals which also include estimated costs for future remediation efforts at certain Petroleum Segment sites, totaled approximately \$19 million \$3 million and \$22 million \$19 million, respectively. These amounts are reflected in Other current liabilities or and Other long-term liabilities depending on when the Company expects to expend such amounts.

#### (15) Business Segments

Effective with this Report and due to the prominence of the renewables business relative to the Company's overall 2024 performance, the Company has revised its reportable segments to reflect a new reportable segment – Renewables. The Renewables Segment includes the operations of the renewable diesel unit and renewable feedstock pretreater at the refinery located in Wynnewood, Oklahoma. Results of the Renewables Segment were not previously included within our reportable segments, rather included within "Other". Prior period segment information has been retrospectively adjusted to reflect the current segment presentation.

As a result, CVR Energy's revenues are primarily derived from two Energy has three reportable segments: Petroleum, Renewables, and Nitrogen Fertilizer. Fertilizer, which were determined based on the management approach, reflecting the internal reporting used by the Chief Operating Decision Maker ("CODM"), the Company's Chief Executive Officer, to evaluate performance and make strategic decisions.

- Petroleum includes the refining and marketing of high value transportation fuels which consist of gasoline, diesel, jet fuel, and distillates. The Company Petroleum Segment also includes activities related to crude gathering and logistics that support the refinery operations.
- Renewables includes the refining of renewable feedstocks, such as soybean oil, corn oil, and other renewable feedstocks, into renewable diesel and marketing of renewables products.
- Nitrogen Fertilizer includes the production and sales of nitrogen fertilizer products, primarily in the form of ammonia and UAN, for the farming industry.

December 31, 2024 | 119

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The CODM evaluates the performance of its segments each reportable segment and decides how to allocate resources based primarily on segment operating income (loss) which includes the revenue and Earnings Before Interest, Taxes, Depreciation, and Amortization ("EBITDA"). For expenses that are directly attributable to management of each segment, as well as the purposes of the business segments disclosure, the Company presents total assets per segment. The CODM uses segment operating income (loss) as it and segment total assets to assess the income generated by each reportable segment and to decide which reportable segment to reinvest profits, if at all, or pay dividends. Segment operating income (loss) is also used to analyze performance against the most comparable measure to budget and the amounts presented on the Consolidated Statements of Operations. Company's competitors.

The other amounts reflect renewable fuels activities, intercompany eliminations, corporate cash and cash equivalents, income tax activities, and other corporate activities that are not allocated or aggregated to the reportable segments.

The following tables present the operating results and capital expenditures information by segment, the reconciliations to the consolidated net profit (loss), and other required disclosures:

(in millions)	Year Ended December 31, 2024				
	Nitrogen Fertilizer				
	Petroleum Segment	Renewables Segment	Segment	Other / Eliminations	Consolidated
Third-party sales	\$ 6,909	\$ 177	\$ 524	\$ —	\$ 7,610
Inter-segment fees and sales	11	112	1	(124)	—
<b>Net sales</b>	<b>6,920</b>	<b>289</b>	<b>525</b>	<b>(124)</b>	<b>7,610</b>
<i>Less:</i>					
Cost of materials and other	6,236	245	104	(137)	6,448
Direct operating expenses (exclusive of depreciation and amortization)	421	31	214	1	667
Selling, general and administrative expenses (exclusive of depreciation and amortization)	77	10	29	23	139
Depreciation and amortization	174	25	88	11	298
<b>Segment operating income (loss)</b>	<b>\$ 12</b>	<b>\$ (22)</b>	<b>\$ 90</b>	<b>\$ (22)</b>	<b>\$ 58</b>
<i>Reconciliation of Segment operating income (loss) to Net income:</i>					
Interest expense, net				\$ (77)	
Other income, net					38
Income tax benefit					26
<b>Net income</b>					<b>\$ 45</b>
<i>Other segment disclosures:</i>					

Interest income	\$ 22	\$ 1	\$ 4	\$ 11	\$ 38
Interest expense	(1)	—	(34)	(80)	(115)
Capital expenditures <sup>(1)</sup>	128	11	37	5	181

December 31, 2023 2024 | 107 120

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following tables summarize operating results and capital expenditures information by segment:

(in millions)	Year Ended December 31, 2023				Consolidated
	Petroleum Segment	Nitrogen Fertilizer Segment	Other / Eliminations	Consolidated	
Net sales	\$ 8,267	\$ 681	\$ 299	\$ 9,247	—
Inter-segment fees and sales	20	—	(20)	—	—
<b>Total sales</b>	<b>8,287</b>	<b>681</b>	<b>279</b>	<b>9,247</b>	—
Operating income (loss)	\$ 982	\$ 201	\$ (60)	\$ 1,123	—
Interest income (expense)	75	(29)	(98)	(52)	—
Other income, net	—	—	14	—	—
<b>Income before income tax expense</b>	<b>—</b>	<b>—</b>	<b>\$ 1,085</b>	<b>—</b>	—
Depreciation and amortization	\$ 189	\$ 80	\$ 29	\$ 298	—
Capital expenditures <sup>(1)</sup>	108	29	60	197	—

(in millions)	Year Ended December 31, 2022				Consolidated
	Petroleum Segment	Nitrogen Fertilizer Segment	Other / Eliminations	Consolidated	
Net sales	\$ 9,902	\$ 836	\$ 158	\$ 10,896	—
Inter-segment fees and sales	17	—	(17)	—	—
<b>Total sales</b>	<b>9,919</b>	<b>836</b>	<b>141</b>	<b>10,896</b>	—
Operating income (loss)	\$ 719	\$ 320	\$ (76)	\$ 963	—
Interest income (expense)	41	(34)	(92)	(85)	—
Other expense, net	—	—	(77)	—	—
<b>Income before income tax expense</b>	<b>—</b>	<b>—</b>	<b>\$ 801</b>	<b>—</b>	—
Depreciation and amortization	\$ 187	\$ 82	\$ 19	\$ 288	—
Capital expenditures <sup>(1)</sup>	86	41	76	203	—

(in millions)	2021				Year Ended December 31, 2023			
	(in millions)	Petroleum Segment	Nitrogen Fertilizer Segment	Other / Eliminations	(in millions)	Petroleum Segment	Renewables Segment	Nitrogen Fertilizer Segment
Net sales								
Inter-segment fees and sales								
<b>Total sales</b>								
<b>Less:</b>								
Cost of materials and other								

Cost of materials and other	
Cost of materials and other	
Direct operating expenses (exclusive of depreciation and amortization)	
Selling, general and administrative expenses (exclusive of depreciation and amortization)	
Depreciation and amortization	
Loss on asset disposals	
<b>Segment operating income (loss)</b>	
Operating (loss) income	
Operating (loss) income	
Operating (loss) income	
Interest income (expense)	
Investment income on marketable securities	
<i>Reconciliation of Segment operating income (loss) to Net income:</i>	
<i>Reconciliation of Segment operating income (loss) to Net income:</i>	
<i>Reconciliation of Segment operating income (loss) to Net income:</i>	
Interest expense, net	
Interest expense, net	
Interest expense, net	
Other income, net	
<b>Income before income tax benefit</b>	
Income tax expense	
<b>Net income</b>	
Depreciation and amortization	
Depreciation and amortization	
Depreciation and amortization	
<i>Other segment disclosures:</i>	
<i>Other segment disclosures:</i>	
<i>Other segment disclosures:</i>	
Interest income	
Interest income	
Interest income	
Interest expense	
Capital expenditures <sup>(1)</sup>	

December 31, 2023 2024 | 108 121

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(in millions)	Year Ended December 31, 2022				
	Nitrogen Fertilizer				
	Petroleum Segment	Renewables Segment	Segment	Other / Eliminations	Consolidated
Net sales	\$ 9,902	\$ 158	\$ 836	\$ —	\$ 10,896
Inter-segment fees and sales	17	180	—	(197)	—
<b>Total sales</b>	<b>9,919</b>	<b>338</b>	<b>836</b>	<b>(197)</b>	<b>10,896</b>
Less:					

Cost of materials and other	8,488	342	133	(197)	8,766
Direct operating expenses (exclusive of depreciation and amortization)	426	24	269	—	719
Selling, general and administrative expenses (exclusive of depreciation and amortization)	88	3	32	26	149
Depreciation and amortization	187	16	82	3	288
Loss on asset disposals	11	—	—	—	11
<b>Segment operating income (loss)</b>	<b>\$ 719</b>	<b>\$ (47)</b>	<b>\$ 320</b>	<b>\$ (29)</b>	<b>\$ 963</b>
<i>Reconciliation of Segment operating income (loss) to Net income:</i>					
Interest expense, net				\$ (85)	
Other expense, net				(77)	
Income tax expense				(157)	
<b>Net income</b>				<b>\$ 644</b>	
<i>Other segment disclosures:</i>					
Interest income	\$ 43	\$ —	\$ 2	\$ (37)	\$ 8
Interest expense	(2)	—	(36)	(55)	(93)
Capital expenditures <sup>(1)</sup>	86	69	41	7	203

The following table summarizes the reconciliation of total assets by segment to consolidated total assets:

		December 31,
		December 31,
		December 31,
(in millions)		
Petroleum		
Petroleum		
Petroleum		
Renewables		
Renewables		
Renewables		
Nitrogen Fertilizer		
Nitrogen Fertilizer		
Nitrogen Fertilizer		
Other, including inter-segment eliminations <sup>(2)</sup>		
Other, including inter-segment eliminations <sup>(2)</sup>		
Other, including inter-segment eliminations <sup>(2)</sup>		
Other, including inter-segment eliminations		
Other, including inter-segment eliminations		
Other, including inter-segment eliminations		
<b>Total assets</b>		
<b>Total assets</b>		
<b>Total assets</b>		

(1) Capital expenditures are shown exclusive of capitalized turnaround expenditures and business combinations.

(2) Other includes amounts for the Wynnewood renewable diesel unit project and renewable feedstock pretreater project expenditures.

December 31, 2024 | 122

#### CVR ENERGY, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

**(16) Supplemental Cash Flow Information**

Cash flows related to income taxes, interest, leases, and capital expenditures and deferred financing costs included in accounts payable and noncash dividends were as follows:

	Year Ended December 31,				
	2023 (in millions)	2022 (in millions)	2021 (in millions)	2024 (in millions)	2023 (in millions)
<i>Supplemental disclosures:</i>					
Cash paid for income taxes, net of refunds					
Cash paid for income taxes, net of refunds					
Cash paid for income taxes, net of refunds					
Cash paid for interest					
<i>Cash paid for amounts included in the measurement of lease liabilities:</i>					
Operating cash flows from operating leases					
Operating cash flows from operating leases					
Operating cash flows from operating leases	19	17	17	15	15
Operating cash flows from finance leases	4	5	5	5	5
Financing cash flows from finance leases	6	6	6	6	6
<i>Noncash investing and financing activities:</i>					
Change in capital expenditures included in accounts payable (1)					
Change in capital expenditures included in accounts payable (1)					
Change in capital expenditures included in accounts payable (1)					
Change in turnaround expenditures included in accounts payable					
Change in deferred financing costs included in accounts payable					
Noncash dividends to CVR Energy stockholders					
ROU assets obtained in exchange for new or modified operating lease liabilities					
ROU assets obtained in exchange for new or modified operating lease liabilities					
ROU assets obtained in exchange for new or modified operating lease liabilities					
ROU assets obtained in exchange for new or modified finance lease liabilities					

(1) Capital expenditures are shown exclusive of capitalized turnaround expenditures.

Cash, cash equivalents and restricted cash consisted of the following:

	As of December 31,			
	2023 (in millions)	2022 (in millions)	2024 (in millions)	2023 (in millions)
Cash and cash equivalents				
Reserved funds (1)				
Restricted cash (2)				
Cash, cash equivalents, reserved funds and restricted cash				

(1) Funds reserved for the redemption of the 2025 Notes in February 2024. See Note 8 ("Long-Term Debt and Finance Lease Obligations") for further discussion.

(2) The restricted cash balance is included within Prepaid expenses. Restricted funds were released and other current assets on the Consolidated Balance Sheets. See Note 14 ("Commitments and Contingencies") for further discussion. paid in February 2024.

December 31, 2023 2024 | 109 123

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**(17) Related Party Transactions**

Activity associated with the Company's related party arrangements for the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021 2022 is summarized below:

**Related Party Activity**

(in millions)	Year Ended December 31,		
	2023	2022	2021
<i>Sales to related parties:</i>			
CVRP JV CO Contract (1)			
CVRP JV CO Contract (1)			
CVRP JV CO Contract (1)			
<i>Purchases from related parties:</i>			
Enable Joint Venture Transportation Agreement			
Enable Joint Venture Transportation Agreement			
Enable Joint Venture Transportation Agreement			
Midway Joint Venture Agreement (2)			
<i>Payments:</i>			
Dividends (3)			
Dividends (3)			
Dividends (3)			

(1) Sales to related parties, included in Net sales in our Consolidated Statements of Operations, consists of CO sales to a CVRP JV subsidiary.

(2) Purchases from related parties, included in Cost of materials and other in our Consolidated Statements of Operations, represents reimbursements for crude oil transportation services incurred on the Midway JV through Vitol Gunvor as the intermediary purchasing agent. On December 23, 2024, the Company sold the 50% Membership Interests it owned in Midway JV.

(3) See below for a summary of the dividends paid to IEP during the years ended December 31, 2023 December 31, 2024, 2022, 2023, and 2021 2022.

**Enable Joint Venture Transportation and Terminalling Services Agreements**

We are party to a transportation agreement, effective September 19, 2016, as part of the with Enable JV for an initial term of 20 years under which Enable provides transportation services for crude oil purchased within a defined geographic area. Additionally, we entered into a terminalling services agreement, effective September 19, 2016, with Enable JV under which it receives access to Enable JV's terminal in Lawrence, Oklahoma to unload and pump crude oil into Enable JV's pipeline for an initial term of 20 years.

**Dividends to CVR Energy Stockholders**

Dividends, if any, including the payment, amount and timing thereof, are determined at the discretion of the Board. IEP, through its ownership of the Company's common stock, is entitled to receive dividends that are declared and paid by the Company based on the number of shares held at each record date. The following tables presentable presents quarterly and special dividends paid to the Company's stockholders, including IEP, during 2024, 2023, and 2022 (amounts presented in table below may not add to totals presented due to rounding):

Related Period	Related Period	Date Paid	Quarterly Dividends	Quarterly Dividends Paid (in millions)			Date Paid	Quarterly Dividends	Public Stockholders	IEP Total
				Public Stockholders	IEP	Total				

2023 - 4th Quarter
2024 - 1st Quarter
2024 - 2nd Quarter
<b>Total 2024 quarterly dividends</b>
<b>Total 2024 quarterly dividends</b>
<b>Total 2024 quarterly dividends</b>
2022 - 4th Quarter
2022 - 4th Quarter
2022 - 4th Quarter
2023 - 1st Quarter
2023 - 2nd Quarter
2023 - 3rd Quarter
<b>Total 2023 quarterly dividends</b>

December 31, 2023 2024 | 110 124

**CVR ENERGY, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Related Period	Date Paid	Special Dividends Paid (in millions)				
		Per Share	Public Stockholders	IEP	Total	
2023 - 2nd Quarter	August 21, 2023	\$ 1.00	\$ 29	\$ 71	\$	101
2023 - 3rd Quarter	November 20, 2023	1.50	51	100		151
<b>Total 2023 special dividends</b>		<b>\$ 2.50</b>	<b>\$ 80</b>	<b>\$ 171</b>	<b>\$</b>	<b>251</b>

Related Period	Date Paid	Quarterly Dividends Paid (in millions)				
		Per Share	Public Stockholders	IEP	Total	
2022 - 1st Quarter	May 23, 2022	\$ 0.40	\$ 12	\$ 28	\$	40
2022 - 2nd Quarter	August 22, 2022	0.40	12	28		40
2022 - 3rd Quarter	November 21, 2022	0.40	12	28		40
<b>Total 2022 quarterly dividends</b>		<b>\$ 1.20</b>	<b>\$ 36</b>	<b>\$ 85</b>	<b>\$</b>	<b>121</b>

Related Period	Related Period	Date Paid	Special Dividends Per Share	Special Dividends Paid (in millions)			Related Period	Date Paid	Special Dividends Per Share	Special Dividends Paid (in millions)		
				Public Stockholders	IEP	Total				Public Stockholders	IEP	Total
2023 - 2nd Quarter												
2023 - 3rd Quarter												
<b>Total 2023 special dividends</b>												
2022 - 2nd Quarter												
2022 - 2nd Quarter												
2022 - 2nd Quarter												
2022 - 3rd Quarter												

## Total 2022 special dividends

There were no quarterly dividends declared or paid during the fourth quarter of 2024 related to the third quarter of 2024, and there were no quarterly dividends declared or paid during the first quarter of 2022 related to the fourth quarter of 2021, and there were no quarterly dividends declared or paid during 2021 related to the first, second, and third quarters of 2021 and fourth quarter of 2020.

On May 26, 2021, the Company announced a special dividend of approximately \$492 million, or equivalent to \$4.89 per share of the Company's common stock, to be paid in a combination of cash (the "Cash Distribution") and the common stock of Delek held by the Company (the "Stock Distribution"). On June 10, 2021, the Company distributed an aggregate amount of approximately \$241 million, or \$2.40 per share of the Company's common stock, pursuant to the Cash Distribution, and approximately 10,539,880 shares of Delek common stock, which represented approximately 14.3% of the outstanding shares of Delek common stock, pursuant to the Stock Distribution. IEP received approximately 7,464,652 shares of common stock of Delek and \$171 million in cash. The Stock Distribution was recorded as a reduction to equity through a derecognition of our investment in Delek, and the Company recognized a gain of \$112 million from the initial investment in Delek through the date of the Stock Distribution.

For the fourth quarter of 2023, the Company, upon approval by the Board on February 20, 2024, declared a cash dividend of \$0.50 per share, or \$50 million, which is payable March 11, 2024 to shareholders of record as of March 4, 2024. Of this amount, IEP will receive \$33 million due to its ownership interest in the Company's shares. 2024.

### Distributions to CVR Partners' Unitholders

Distributions, if any, including the payment, amount and timing thereof, and UAN GP Board's distribution policy, including the definition of available cash, are subject to change at the discretion of the UAN GP Board. The following tables present quarterly distributions paid by CVR Partners to CVR Partners' unitholders, including amounts received by the

December 31, Company, during 2024, 2023, | 111

### CVR ENERGY, INC. AND SUBSIDIARIES

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Company, as of December 31, 2023 and 2022 (amounts presented in tables below may not add to totals presented due to rounding):

Related Period	Related Period	Date Paid	Quarterly Distributions Paid (in millions)			Related Period	Date Paid	Quarterly Distributions Paid (in millions)				
			Quarterly Distributions Paid (in millions)					Quarterly Distributions Paid (in millions)				
			Quarterly Distributions Per Common Unit	Public Unitholders	CVR Energy Total			Quarterly Distributions Per Common Unit	Public Unitholders	CVR Energy Total		
2023 - 4th Quarter						2023 - 4th Quarter						
2024 - 1st Quarter						2024 - 1st Quarter						
2024 - 2nd Quarter						2024 - 2nd Quarter						
2024 - 3rd Quarter						2024 - 3rd Quarter						
<b>Total 2024 quarterly distributions</b>						<b>Total 2024 quarterly distributions</b>						
2022 - 4th Quarter						2022 - 4th Quarter						
2022 - 4th Quarter						2022 - 4th Quarter						
2022 - 4th Quarter						2022 - 4th Quarter						
2023 - 1st Quarter						2023 - 1st Quarter						
2023 - 2nd Quarter						2023 - 2nd Quarter						
2023 - 3rd Quarter						2023 - 3rd Quarter						
<b>Total 2023 quarterly distributions</b>						<b>Total 2023 quarterly distributions</b>						

December 31, 2024 | 125

Related Period	Date Paid	Quarterly Distributions				Quarterly Distributions Paid (in millions)	
		Per Common Unit	Public Unitholders	CVR Energy	Total		
2021 - 4th Quarter	March 14, 2022	\$ 5.24	\$ 36	\$ 20	\$ 56		
2022 - 1st Quarter	May 23, 2022	2.26	15	9	24		
2022 - 2nd Quarter	August 22, 2022	10.05	67	39	106		
2022 - 3rd Quarter	November 21, 2022	1.77	12	7	19		
<b>Total 2022 quarterly distributions</b>		<b>\$ 19.32</b>	<b>\$ 129</b>	<b>\$ 75</b>	<b>\$ 205</b>		

Related Period	Date Paid	Quarterly Distributions				Quarterly Distributions Paid (in millions)	
		Per Common Unit	Public Unitholders	CVR Energy	Total		
2021 - 2nd Quarter	August 23, 2021	\$ 1.72	\$ 12	\$ 7	\$ 18		
2021 - 3rd Quarter	November 22, 2021	2.93	20	11	31		
<b>Total 2021 quarterly distributions</b>		<b>\$ 4.65</b>	<b>\$ 32</b>	<b>\$ 18</b>	<b>\$ 50</b>		

There were no quarterly distributions declared or paid by CVR Partners related to the first quarter of 2021 and the fourth quarter of 2020.

For the fourth quarter of 2023, 2024, CVR Partners, upon approval by the UAN GP Board on February 20, 2024 February 18, 2025, declared a distribution of \$1.68 \$1.75 per common unit, or \$18 million, which is payable March 11, 2024 March 10, 2025 to unitholders of record as of March 4, 2024 March 3, 2025. Of this amount, CVR Energy and IEP will receive approximately \$7 million, and less than \$1 million, with the remaining amount payable to public unitholders.

December 31, 2023 2024 | 112 126

## Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

### Item 9A. Controls and Procedures

#### Evaluation of Disclosure Controls and Procedures

The Company has evaluated, under the direction and with the participation of the Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures, as defined in Exchange Act Rule 13a-15(e) and 15d-15(e). Based upon this evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that disclosure controls and procedures were effective as of December 31, 2023 December 31, 2024.

#### Management's Report on Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Under the supervision and with the participation of management, we conducted an evaluation of the effectiveness of its internal control over financial reporting based on the framework in the 2013 *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on that evaluation, the Company's Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer have concluded that internal control over financial reporting was effective as of December 31, 2023 December 31, 2024. The Company's independent registered public accounting firm, that

audited the consolidated financial statements included herein under Part II, Item 8 of this Report, has issued a report on the effectiveness of the Company's internal control over financial reporting. This report can be found under Part II, Item 8 of this Report.

#### ***Changes in Internal Control Over Financial Reporting***

There have been no material changes in our internal controls over financial reporting required by Rule 13a-15 of the Exchange Act that occurred during the fiscal quarter ended **December 31, 2023** December 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Item 9B. Other Information**

On February 16, 2024, In February 2025, the Compensation Committee of our Board adopted the CVR Energy, Inc. 2024 Performance Based Bonus Plan - Corporate (the "2024 Corporate Plan") and the CVR Energy, Inc. 2024 Performance Based Bonus Plan - Refining (collectively with the 2024 Corporate Plan, the "2024 CVI Plans"), which apply to all eligible employees of our subsidiaries (excluding those of CVR Partners and its subsidiaries) and contain terms substantially equivalent approved an amendment to the CVR Energy, Inc. 2023 Performance Based Bonus Change in Control and Severance Plan - Corporate to clarify that incentive and phantom unit awards that have the 2023 Performance Based Bonus Plan - Refining, option to be settled in cash or shares/units are subject to adjustments to the reliability and operating expense measures, and in the case acceleration upon satisfaction of the 2024 Corporate Plan, adjustments to the methodology for the company performance multiplier used in the calculation of the environmental events and the financial measures. The 2024 CVI Plans change-in-control provisions defined therein. Such amended plan will be filed with our the Company's Quarterly Report on Form 10-Q for the period ending **March 31, 2024** March 31, 2025.

During the three months ended **December 31, 2023** December 31, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

#### **Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

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December 31, **2023** 2024 | **113** 127

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## **PART III**

#### **Item 10. Directors, Executive Officers and Corporate Governance**

The information required by Items 401, 405, 406, and 407(c)(3), (d)(4), and (d)(5), and 408(b) of Regulation S-K in response to this item will be set forth in our definitive proxy statement for our **2024** 2025 annual meeting of stockholders.

#### **Item 11. Executive Compensation**

The information required by Items 402 and 407(e)(4) and (e)(5) of Regulation S-K in response to this item will be set forth in our definitive proxy statement for our **2024** 2025 annual meeting of stockholders.

#### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The equity compensation plan information required by Items 201(d) and the information required by Item 403 of Regulation S-K in response to this item will be set forth in our definitive proxy statement for our **2024** 2025 annual meeting of stockholders.

#### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by Items 404 and 407(a) of Regulation S-K in response to this item will be set forth in our definitive proxy statement for our **2024** 2025 annual meeting of stockholders.

#### **Item 14. Principal Accounting Fees and Services**

The information required by Items 9(e) of Schedule 14A in response to this item will be set forth in our definitive proxy statement for our **2024** 2025 annual meeting of stockholders.

## PART IV

### Item 15. Exhibits, Financial Statement Schedules

(a)(1) Financial Statements - See Part II, Item 8 of this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedules - All schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission (the "SEC") are not required under the related instructions or are inapplicable and therefore have been omitted.

(a)(3) Exhibits

#### INDEX TO EXHIBITS

Exhibit Number	Exhibit Description
2.1**	<a href="#">Transaction Agreement among CVR Energy, Inc., IEP Energy LLC and each of the other Offeror Offeror Parties (as defined therein) dated as of April 18, 2012 (incorporated by reference to Exhibit 2.1 to the Company's Form 8-K filed on April 23, 2012).</a>
3.1**	<a href="#">Amended and Restated Certificate of Incorporation of CVR Energy, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on June 15, 2018).</a>
3.2**	<a href="#">Second Amended and Restated Bylaws of CVR Energy, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Form 8-K filed on June 15, 2018).</a>
4.1**	<a href="#">Description of Common Stock (incorporated by reference to Exhibit 4.1 to the Company's Form 10-K filed on February 20, 2020).</a>
4.2**	<a href="#">Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1/A, File No. 333-137588, filed on June 5, 2007).</a>
4.4* 4.3**	<a href="#">Indenture, dated as of January 27, 2020, among CVR Energy, Inc., the guarantors named therein and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Form 8-K filed on January 27, 2020).</a>
4.5**	<a href="#">Form of 5.250% Senior Notes due 2025 (incorporated by reference to Exhibit 4.2 to the Form 8-K filed on January 27, 2020).</a>
4.6* 4.4**	<a href="#">Form of 5.750% Senior Notes due 2028 (incorporated by reference to Exhibit 4.3 to the Form 8-K filed on January 27, 2020).</a>
4.7* 4.5**	<a href="#">Indenture, dated as of June 23, 2021, among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral trustee (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on June 23, 2021).</a>
4.8* 4.6**	<a href="#">Form of 6.125% Senior Secured Note due 2028 (incorporated by reference to Exhibit 4.2 to the Company's Form 8-K filed on June 23, 2021).</a>
4.9* 4.7**	<a href="#">Supplemental Indenture, dated as of April 12, 2022, among CVR Renewables, LLC, CVR Energy, Inc., the existing guarantors named therein and Wells Fargo Bank, National Association, as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Form 10-Q filed on May 3, 2022).</a>
4.10* 4.8**	<a href="#">Supplemental Indenture, dated as of July 1, 2022, among CVR Energy, Inc., the guarantors party thereto, and Wells Fargo Bank, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on July 1, 2022).</a>
4.11* 4.9**	<a href="#">Indenture, dated as of December 21, 2023, among CVR Energy, Inc., the guarantors named therein and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on December 21, 2023).</a>
4.12* 4.10**	<a href="#">Form of 8.500% Senior Notes due 2029 (incorporated by reference to Exhibit 4.2 to the Company's Form 8-K filed December 21, 2023).</a>
4.11*	<a href="#">Supplemental Indenture, dated as of December 20, 2024, among UAN Services, LLC, CVR Energy, Inc., the existing guarantors named therein, and Computershare Trust Company, N.A., as Trustee.</a>
4.12*	<a href="#">Supplemental Indenture, dated as of December 20, 2024, among UAN Services, LLC, CVR Energy, Inc., the guarantors party thereto, and U.S. Bank Trust Company, National Association, as Trustee.</a>

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10.1\*\* [Amended and Restated ABL Credit Agreement, dated as of December 20, 2012, among CVR Refining, LP, CVR Refining, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC and certain of their affiliates, the lenders from time to time party thereto, Wells Fargo Bank, National Association, as collateral agent and administrative agent \(incorporated by reference to Exhibit 1.1 to the Company's Form 8-K filed on December 27, 2012\).](#)

10.1.1\*\* [Amendment No. 1 to Amended and Restated ABL Credit Agreement, dated November 14, 2017, by and among CVR Refining, LP, Coffeyville Finance Inc., CVR Refining, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC, CVR Logistics, LLC, a group of lenders and Wells Fargo, National Association, as administrative agent and collateral agent \(incorporated by reference as Exhibit 10.1 to the Form 8-K filed by CVR Refining, LP on November 17, 2017\).](#)

10.1.2\*\* [Amendment No. 2 to Amended and Restated ABL Credit Agreement, dated as of December 23, 2019, and effective December 31, 2019, by and among CVR Refining, LP, Coffeyville Finance Inc., CVR Refining, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC, CVR Logistics, LLC, a group of lenders and Wells Fargo, National Association, as collateral agent and administrative agent \(incorporated by reference to Exhibit 10.1.2 to the Company's Form 10-K filed on February 20, 2020\).](#)

10.1.3\*\* [Amendment No. 3 to Amended and Restated ABL Credit Agreement dated June 30, 2022, by and among CVR Refining, LP and certain of its affiliates, Wells Fargo Bank, National Association, as administrative agent and collateral agent and the group of lenders from time to time party thereto \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on July 1, 2022\).](#)

10.1.4\*\* [Amendment No. 4 to Amended and Restated ABL Credit Agreement dated September 26, 2023, among CVR Refining, LP and certain of its affiliates from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank National Association, a national banking association, as administrative agent and collateral agent \(incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on October 31, 2023\).](#)

10.2\*\* [Amended and Restated ABL Pledge and Security Agreement, dated as of December 20, 2012, among CVR Refining, LP, CVR Refining, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC and certain of their affiliates, and Wells Fargo Bank, National Association, as collateral agent \(incorporated by reference to Exhibit 1.2 to the Company's Form 8-K filed on December 27, 2012\).](#)

10.3\*\* [Master Service Agreement among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC, dated February 19, 2020 \(incorporated by reference to Exhibit 10.4 to the Company's Form 10-K filed on February 20, 2020\).](#)

10.4\*\* [Master Service Agreement among CVR Services, LLC and subsidiaries of CVR Energy, dated February 19, 2020 \(incorporated by reference to Exhibit 10.5 to the Company's Form 10-K filed on February 20, 2020\).](#)

10.4.1\*\* [Amendment to Master Service Agreement, dated as of April 12, 2022, among CVR Services, LLC and subsidiaries of CVR Energy, \(incorporated by reference to Exhibit 10.13 to the Company's Form 10-Q filed on May 3, 2022\).](#)

10.5\*\* [Second Amended and Restated Crude Oil Supply Agreement, dated August 4, 2021, by and between Vitol Inc. and Coffeyville Resources Refining & Marketing, LLC \(incorporated by reference as Exhibit 10.1 to the Company's Form 10-Q filed on November 2, 2021\).](#)

10.6\*\* [Composite copy of the Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP \(as amended by Amendment No. 1 effective January 1, 2018\) \(incorporated by reference to Exhibit 3.2 of the Form 10-Q filed by CVR Partners, LP on April 26, 2018 \(Commission File No. 001-35120\)\).](#)

10.7\* 10.6\*\* [Environmental Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC \(incorporated by reference to Exhibit 10.7 to the Company's Form 10-Q filed on December 6, 2007\).](#)

10.7.1\* 10.6.1\*\* [Supplement to Environmental Agreement, dated as of February 15, 2008, by and between Coffeyville Resources Refining and Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC \(incorporated by reference to Exhibit 10.17.1 to the Company's Form 10-K filed on March 28, 2008\).](#)

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December 31, 2023 | 116

10.7.2\*<sup>10.6.2\*\*</sup> [Second Supplement to Environmental Agreement, dated as of July 23, 2008, by and between Coffeyville Resources Refining and Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC \(incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on August 14, 2008\).](#)

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December 31, 2024 | 130

10.8\* 10.7\*\* [Amended and Restated Omnibus Agreement, dated as of April 13, 2011, among CVR Energy, Inc., CVR GP, LLC and CVR Partners, LP \(incorporated by reference to Exhibit 10.2 to the Company's Form 8-K/A filed on May 23, 2011\).](#)

10.9\* 10.8\*\* [Lease and Operating Agreement, dated as of May 4, 2012, by and between Coffeyville Resources Terminal, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC \(incorporated by reference to Exhibit 10.4 to the Company's Form 10-Q filed on August 2, 2012\).](#)

10.10\* 10.9\*\*+ [Form of Indemnification Agreement \(incorporated by reference to Exhibit 10.49 to the Company's Form 10-K for the year ended December 31, 2008, filed on March 13, 2009\).](#)

10.11\* 10.10\*\*+ [Second Amended and Restated CVR Energy, Inc. 2007 Long Term Incentive Plan, dated as of June 6, 2017 \(incorporated by reference to Appendix A to the Company's Proxy Statement filed on April 27, 2017\).](#)

10.12\* 10.11\*\*+ [Form of CVR Energy, Inc. Incentive Unit Agreement \(incorporated by reference to Exhibit 10.31 to the Company's Form 10-K filed on February 21, 2019\).](#)

10.12.1\* 10.11.1\*\*+ [Form of CVR Energy, Inc. Incentive Unit Agreement \(Executive\) \(incorporated by reference to Exhibit 10.31.1 to the Company's Form 10-K filed on February 21, 2019\).](#)

10.12.2\* 10.11.2\*\*+ [Form of CVR Energy, Inc. Incentive Unit Agreement \(Executive\) \(incorporated by reference to Exhibit 10.17.2 to the Company's Form 10-K filed on February 23, 2022\).](#)

10.12.3\* 10.11.3\*\*+ [Form of CVR Energy, Inc. Incentive Unit Agreement \(incorporated by reference to Exhibit 10.17.3 to the Company's Form 10-K filed on February 23, 2022\).](#)

10.11.4\*\*+ [Form of CVR Energy, Inc. Incentive Unit Agreement \(Executive\).](#)

10.13\* 10.11.5\*\*+ [Form of CVR Energy, Inc. Incentive Unit Agreement.](#)

10.12\*\*+ [CVR Energy, Inc. Change in Control and Severance Plan, as amended effective January 1, 2022 \(incorporated by reference to Exhibit 10.18.1 to the Company's Form 10-K filed on February 23, 2022\).](#)

10.14\* 10.13\*\*+ [CVR Partners, LP Long-Term Incentive Plan \(adopted March 16, 2011\) \(incorporated by reference to Exhibit 10.1 to the Form S-8 filed by CVR Partners, LP on April 12, 2011\).](#)

10.15\* 10.14\*\*+ [Form of CVR Partners, LP Long-Term Incentive Plan Employee Phantom Unit Agreement \(Executive\) \(incorporated by reference to Exhibit 10.30.2 to the Company's Form 10-K filed on February 20, 2020\).](#)

10.16\* 10.15\*\*+ [Form of CVR Partners, LP Long-Term Incentive Plan Employee Phantom Unit Agreement \(incorporated by reference to Exhibit 10.30.3 to the Company's Form 10-K filed on February 20, 2020\).](#)

10.16.1\* 10.15.1\*\*+ [Form of CVR Partners, LP Long-Term Incentive Plan Employee Phantom Unit Agreement \(Executive\) \(incorporated by reference to Exhibit 10.22.4 to the Company's Form 10-K filed on February 23, 2022\).](#)

10.16.2\* 10.15.2\*\*+ [Form of CVR Partners, LP Long-Term Incentive Plan Employee Phantom Unit Agreement \(incorporated by reference to Exhibit 10.22.5 to the Company's Form 10-K filed on February 23, 2022\).](#)

10.17\* 10.16\*\* [Collateral Trust Agreement, dated as of June 10, 2016, among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors \(as defined therein\) and Wilmington Trust, National Association, as Trustee and Collateral Trustee \(incorporated by reference to Exhibit 10.1 of the Form 8-K filed by CVR Partners, LP on June 16, 2016 \(Commission File No. 001-35120\)\).](#)

10.17.1\* 10.16.1\*\* [Parity Lien Security Agreement, dated as of June 10, 2016, among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors \(as defined therein\) and Wilmington Trust, National Association, as Trustee and Collateral Trustee \(incorporated by reference to Exhibit 10.2 of the Form 8-K filed by CVR Partners, LP on June 16, 2016 \(Commission File No. 001-35120\)\).](#)

10.18\* 10.17\*\* [Intercreditor Agreement, dated as of September 30, 2016, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their affiliates from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent for the secured parties, Wilmington Trust, National Association, as trustee and collateral trustee for the secured parties in respect of the outstanding senior secured notes and other parity lien obligations and other parity lien representative from time to time party thereto \(incorporated by reference to Exhibit 10.3 of the Form 8-K filed by CVR Partners, LP on October 6, 2016 \(Commission File No. 001-35120\)\).](#)

10.19\* 10.18\*\* [On-Site Product Supply Agreement among Coffeyville Resources Nitrogen Fertilizers, LLC and Messer LLC dated as of July 31, 2020 \(incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on August 4, 2020\).](#)

10.20\* 10.19\*\* [Amendment No. 1 to On-Site Product Supply Agreement among Coffeyville Resources Nitrogen Fertilizers, LLC and Messer LLC dated as of February 21, 2022 \(incorporated by reference to Exhibit 10.30.1 to the Company's Form 10-K filed on February 23, 2022\).](#)

10.21\*\*+ [CVR Energy, Inc. 2021 Performance-Based Bonus Plan, approved February 19, 2021 \(incorporated by reference to Exhibit 10.41 to the Company's Form 10-K filed on February 23, 2021\).](#)

10.22\*\*+ [CVR Partners, LP 2021 Performance-Based Bonus Plan, approved February 19, 2021 \(incorporated by reference to Exhibit 10.42 to the Company's Form 10-K filed on February 23, 2021\).](#)

10.23\*\*+ [CVR Refining, LP 2021 Performance-Based Bonus Plan, approved February 19, 2021 \(incorporated by reference to Exhibit 10.43 to the Company's Form 10-K filed on February 23, 2021\).](#)

10.24\* 10.20\*\*+ [CVR Energy, Inc. 2022 Performance-Based Bonus Plan, approved February 21, 2022 \(incorporated by reference to Exhibit 10.8 to the Company's Form 10-Q filed on May 3, 2022\).](#)

10.25\* 10.21\*\*+ [CVR Partners, LP 2022 Performance-Based Bonus Plan, approved February 21, 2022 \(incorporated by reference to Exhibit 10.9 to the Company's Form 10-Q filed on May 3, 2022\).](#)

10.26\* 10.22\*\*+ [CVR Refining, LP 2022 Performance-Based Bonus Plan, approved February 21, 2022 \(incorporated by reference to Exhibit 10.10 to the Company's Form 10-Q filed on May 3, 2022\).](#)

10.27\* 10.23\*\*+^ [CVR Energy, Inc. and Subsidiaries 2023 Performance-Based Bonus Plan - CORPORATE, approved February 17, 2023 \(incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on May 2, 2023\).](#)

10.28\* 10.24\*\*+^ [CVR Partners, LP and Subsidiaries 2023 Performance-Based Bonus Plan - FERTILIZER, approved February 17, 2023 \(incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on May 2, 2023\).](#)

10.29\* 10.25\*\*+^ [CVR Energy, Inc. and Subsidiaries 2023 Performance-Based Bonus Plan - REFINING, approved February 17, 2023 \(incorporated by reference to Exhibit 10.3 to the Company's Form 10-Q filed on May 2, 2023\).](#)

10.30\* 10.26\*\*+^ [CVR Energy, Inc. and Subsidiaries 2024 Performance-Based Bonus Plan - CORPORATE, approved February 16, 2024 \(incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on April 30, 2024\).](#)

10.27\*\*+^ [CVR Partners, LP and Subsidiaries 2024 Performance-Based Bonus Plan - FERTILIZER, approved February 16, 2024 \(incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on April 30, 2024\).](#)

10.28\*\*+^ [CVR Energy, Inc. and Subsidiaries 2024 Performance-Based Bonus Plan - REFINING, approved February 16, 2024 \(incorporated by reference to Exhibit 10.3 to the Company's Form 10-Q filed on April 30, 2024\).](#)

10.29\*\* [Collateral Trust Joinder, dated as of June 23, 2021, among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors party thereto and Wilmington Trust, National Association, as trustee and collateral trustee \(incorporated by reference to Exhibit 10.3 to the Company's Form 8-K filed on June 23, 2021\).](#)

10.31\* 10.30\*\* [The Joinder Agreement \(Other Parity Lien Obligations\), dated as of June 23, 2021, among Wilmington Trust, National Association, as an other parity obligations representative, UBS AG, Stamford Branch, as collateral agent under the Existing ABL Facility, Wilmington Trust, National Association, as applicable parity lien representative, Wilmington Trust, National Association, as parity lien collateral trustee and CVR Partners, LP \(incorporated by reference to Exhibit 10.4 to the Company's Form 8-K filed on June 23, 2021\).](#)

10.32\* 10.31\*\* [Credit Agreement, dated as of September 30, 2021, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their subsidiaries from time to time party thereto, the lenders from time to time party thereto and Wells Fargo Bank, National Association, a national banking association, as administrative agent and collateral agent \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on September 30, 2021\).](#)

10.32.1\* 10.31.1\*\*^ [Amendment No. 1 to Credit Agreement dated September 26, 2023, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their subsidiaries from time to time party thereto, the lenders from time to time party thereto, and Wells Fargo Bank National Association, a national banking association, as administrative agent and collateral agent \(incorporated by reference to Exhibit 10.1 to the Partnership's Form 8-K filed on September 27, 2023\).](#)

10.33\* 10.32\*\* [Guaranty and Security Agreement, dated as of September 30, 2021, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their subsidiaries from time to time party thereto, and Wells Fargo Bank, National Association, a national banking association, as administrative agent and collateral agent \(incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on September 30, 2021\).](#)

10.34\* 10.33\*\* [Joinder Agreement \(Other Parity Lien Obligations\), dated as of September 30, 2021, among Wilmington Trust, National Association \("WTNA"\), as an other applicable parity obligations representative, UBS AG, Stamford Branch \("UBS"\), as collateral agent under the existing ABL Facility, WTNA, as applicable parity lien representative, WTNA, as parity lien collateral trustee, Wells Fargo, as collateral agent under the ABL Credit Facility and CVR Partners \(on behalf of itself and its subsidiaries\) to that certain intercreditor agreement dated as of September 30, 2016 \(as amended, supplemented or otherwise modified to date\), among the Credit Parties, certain of their subsidiaries from time to time party thereto, UBS as trustee and collateral trustee for the secured parties in respect of the outstanding senior secured notes and other parity lien obligations and other parity lien representative from time to time party thereto \(incorporated by reference to Exhibit 10.3 to the Company's Form 8-K filed on September 30, 2021\).](#)

10.35\* 10.34\*\*+ [Employment Agreement, dated as of December 22, 2021, by and between CVR Energy, Inc. and David L. Lamp \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on December 27, 2021\).](#)

10.36\* 10.35\*\*+ [Performance Unit Award Agreement, dated as of November 1, 2017, by and between CVR Energy, Inc. and David L. Lamp \(incorporated by reference as Exhibit 10.22 to the Form 10-K filed by CVR Partners, LP on February 23, 2018 \(Commission File No. 001-35120\)\).](#)

10.37\* 10.36\*\*+ [Amendment to Performance Unit Award Agreement, dated as of December 22, 2021, by and between CVR Energy, Inc. and David L. Lamp \(incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on December 27, 2021\).](#)

10.37\*\*+ [Employment Agreement, dated as of December 12, 2024, by and between CVR Energy, Inc. and David L. Lamp \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on December 12, 2024\).](#)

10.38\*\*○ [Counterpart Agreement, dated April 12, 2022, by CVR Renewables, LLC to the Amended and Restated ABL Pledge and Security Agreement, dated as of December 20, 2012 \(incorporated by reference to Exhibit 10.11 to the Company's Form 10-Q filed on May 3, 2022\).](#)

10.39\*\* [Joinder Agreement, dated as of April 12, 2022, by CVR Renewables, LLC to the Amended and Restated ABL Credit Agreement, dated as of December 20, 2012 \(incorporated by reference to Exhibit 10.12 to the Company's Form 10-Q filed on May 3, 2022\).](#)

10.40\*\* [Joinder Agreement, dated as of July 22, 2022, by certain subsidiaries of CVR Energy, Inc. to the Amended and Restated ABL Credit Agreement, dated as of December 20, 2012 \(incorporated by reference to Exhibit 10.5 to the Company's Form 10-Q filed on August 2, 2022\).](#)

10.41\*\*○ [Counterpart Agreement, dated as of July 22, 2022, by certain subsidiaries of CVR Energy, Inc. to the Amended and Restated ABL Pledge and Security Agreement, dated as of December 20, 2012 \(incorporated by reference to Exhibit 10.6 to the Company's Form 10-Q filed on August 2, 2022\).](#)

10.42\*\*○^ [Amended and Restated Limited Liability Company Agreement of CVR-CapturePoint LLC \(incorporated by reference to Exhibit 10.4 to the Company's Form 10-Q filed on May 2, 2023\).](#)

10.43\*\*○^ [Transaction Agreement dated January 6, 2023 by and among CVR Partners, LP and certain of its subsidiaries, CVR-CapturePoint Parent LLC, CapturePoint LLC and certain Investors relating to the purchase of membership interests in CVR-CapturePoint LLC \(incorporated by reference to Exhibit 10.5 to the Company's Form 10-Q filed on May 2, 2023\).](#)

10.44\*\*^ [Amended & Restated Crude Oil Supply Agreement, dated December 21, 2023, by and between Gunvor USA LLC and CVR Supply & Trading, LLC.](#)

10.45\*\* [Tender Offer Agreement, dated as of December 6, 2024, among CVR Energy, Inc., Icahn Enterprises L.P., Icahn Enterprises Holdings L.P. and Carl C. Icahn \(incorporated by reference to Exhibit \(e\)\(1\) to the Company's Solicitation/Recommendation Statement on Schedule 14D-9 filed on December 6, 2024\).](#)

10.46\*\*○‡ [Term Loan Credit Agreement, dated as of December 19, 2024, by and among CVR CHC, LP, CVR RHC, LP, CVR FHC, LP and CVR Refining, LP, as the Borrowers, Mizuho Bank, Ltd., as agent and as joint lead arranger and joint bookrunner, Wells Fargo Securities, LLC, as joint lead arranger and joint bookrunner, and the lenders that are parties thereto \(incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on December 26, 2024\).](#)

10.47\*\*○‡ [Assignment and Assumption of Units, dated as of December 23, 2024, by and between Coffeyville Resources Pipeline, LLC and Plains Pipeline, L.P. \(incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on December 26, 2024\).](#)

19.1*	<a href="#">CVR Energy, Inc. Insider Trading Policy, approved February 20, 2024.</a>
19.2*	<a href="#">CVR Partners, LP Insider Trading Policy, approved February 20, 2024.</a>
21.1*	<a href="#">List of Subsidiaries of CVR Energy, Inc.</a>
23.1*	<a href="#">Consent of Grant Thornton LLP.</a>
31.1*	<a href="#">Rule 13a-14(a)/15d-14(a) Certification of President and Chief Executive Officer.</a>
31.2*	<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Executive Vice President, Chief Financial Officer, Officer, Treasurer and Assistant Secretary.</a>
31.3*	<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Vice President, Chief Accounting Officer and Corporate Controller.</a>
32.1†	<a href="#">Section 1350 Certification of President and Chief Executive Officer, and Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary, and Vice President, Chief Accounting Officer and Corporate Controller.</a>
97.1**	<a href="#">CVR Energy, Inc. Policy for the Recovery of Erroneously Awarded Compensation effective October 2, 2023 (incorporated by reference to Exhibit 97.1 to the Company effective October 2, 2023, s Form 10-K filed on February 21, 2024).</a>
97.2**	<a href="#">CVR Partners, LP Policy for the Recovery of Erroneously Awarded Compensation effective October October 2, 2023 (incorporated by reference to Exhibit 97.2, 2023, to the Company's Form 10-K filed on February 21, 2024).</a>

December 31, 2023 | 119

101*	The following financial information for CVR Energy, Inc.'s Annual Report on Form 10-K for the year ended <a href="#">December 31, 2023</a> December 31, 2024, formatted in Inline XBRL ("Extensible Business Reporting Language") includes: (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Changes in Equity, (v) Consolidated Statements of Cash Flows, and (vi) the Notes to Consolidated Financial Statements, tagged in detail. The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

\* Filed herewith.

\*\* Previously filed.

† Furnished herewith.

+ Denotes management contract or compensatory plan or arrangement.

○ The exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K and will be provided to the Securities and Exchange Commission upon request.

^ Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of this exhibit to the SEC upon request.

# Certain information was redacted from this exhibit pursuant to Item 601(a)(6) of Regulation S-K.

**PLEASE NOTE:** Pursuant to the rules and regulations of the SEC, we may file or incorporate by reference agreements as exhibits to the reports that we file with or furnish to the SEC. The agreements are filed to provide investors with information regarding their respective terms. The agreements are not intended to provide any other factual information about the Company, its business or operations. In particular, the assertions embodied in any representations, warranties and covenants contained in the agreements may be subject to qualifications with respect to knowledge and materiality different from those applicable to investors and may be qualified by information in confidential disclosure schedules not included with the exhibits. These disclosure schedules may contain information that modifies, qualifies and creates exceptions to the representations, warranties and covenants set forth in the agreements. Moreover, certain representations, warranties and covenants in the agreements may have been used for the purpose of allocating risk between the parties, rather than establishing matters as facts. In addition, information concerning the subject matter of the representations, warranties and covenants may have changed after the date of the respective agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures. Accordingly, investors should not rely on the representations, warranties and covenants in the agreements as characterizations of the actual state of facts about the Company, its business or operations on the date hereof.

#### Item 16. Form 10-K Summary

None.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

## CVR Energy, Inc.

By: /s/ DAVID L. LAMP

David L. Lamp

President and Chief Executive Officer

Date: February 21, 2024 February 19, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report had been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ DAVID L. LAMP</u> David L. Lamp	President, Chief Executive Officer, and Director (Principal Executive Officer)	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ DANE J. NEUMANN</u> Dane J. Neumann	Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary (Principal Financial Officer)	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ JEFFREY D. CONAWAY</u> Jeffrey D. Conaway	Vice President, Chief Accounting Officer and Corporate Controller (Principal Accounting Officer)	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ TED PAPAPOSTOLOU</u> Ted Papapostolou	Chairman of the Board of Directors	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ DUSTIN DeMARIA</u> Dustin DeMaria	Director	<u>February 19, 2025</u>
<u>/s/ JAFFREY A. FIRESTONE</u> Jaffrey A. Firestone	Director	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ HUNTER C. GARY</u> Hunter C. Gary	Director	<u>February 21, 2024</u>
<u>/s/ STEPHEN MONGILLO</u> Stephen Mongillo	Director	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ JAMES M. STROCK</u> <u>MARK J. SMITH</u> James M. Strock Mark J. Smith	Director	<u>February 21, 2024</u> <u>19, 2025</u>
<u>/s/ JULIA HEIDENREICH VOLIVA</u> Julia Heidenreich Voliva	Director	<u>February 19, 2025</u>

Certain identified information in this Agreement denoted with “[\*\*]” has been excluded from this exhibit pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both not material and of the type that the registrant treats as private and confidential. 4.11

Execution Version

SUPPLEMENTAL INDENTURE

**Amended & Restated Crude Oil Supply Agreement**

Between

**Gunvor USA LLC**

and

**CVR Supply & Trading, LLC**

**Dated December 21, 2023**

**Amended & Restated Crude Oil Supply Agreement**

This Amended & Restated Crude Oil Supply Agreement (“Agreement”) is entered into on December 21, 2023 (the SUPPLEMENTAL INDENTURE (this “Effective Date Supplemental Indenture”), between Gunvor USA dated as of December 20, 2024, among UAN Services, LLC, a Delaware limited liability company incorporated under the laws of Delaware (“(the “Gunvor Guaranteeing Subsidiary”), a subsidiary of CVR Energy, Inc. (or its permitted successor), a Delaware corporation (the “Company”), the Company, the other Guarantors (as defined in the Indenture referred to herein) and CVR Supply & Trading, LLC, a limited liability company formed Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, as trustee, under the laws of Delaware (“CVR”) (Gunvor and CVR are each Indenture referred to individually herein as a below (the “Party” or collectively as “Parties Trustee”).

**WITNESETH**

WHEREAS, CVR purchases crude oil for use at petroleum refineries located in Coffeyville, Kansas the Company has heretofore executed and delivered to the Trustee an indenture (the “CVL Refinery Indenture”) and Wynnewood, Oklahoma, dated as of January 27, 2020, providing for the issuance of 5.750% Senior Notes due 2028 (the “WYN Refinery”) and collectively with the CVL Refinery, the “Refineries Notes” owned and operated by certain of CVR’s Affiliates;

WHEREAS, Gunvor is in the business Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of purchasing the Company’s Obligations under the Notes and selling crude oil the Indenture on the terms and refined products; and

WHEREAS, the Parties originally entered into that certain Crude Oil Supply Agreement dated June 28, 2023 conditions set forth herein (the “Original Agreement Note Guarantee”) whereby Gunvor will supply; and CVR will purchase Crude Oil for processing at the Refineries

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

WHEREAS, CVR and Gunvor desire to enter into this Agreement to amend and restate the Original Agreement.

NOW, THEREFORE, in consideration of the premises foregoing and the respective promises, conditions, terms, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Gunvor the Guaranteeing Subsidiary and CVR do hereby the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

## ARTICLE 1

### **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions.** For purposes of this Agreement, including the foregoing recitals, the following 1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings indicated below: assigned to them in the Indenture.

**"Adequate Assurance"** has 2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the meaning terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

3. NO RE COURSE AGAINST OTHERS. No past, present or future director, officer, partner, employee, incorporator, manager or unitholder or other owner of Capital Stock of the Company or any Guarantor or any direct or indirect parent of the Company, as such, will have any liability for any obligations of the Company or any Guarantor under the Notes, this Indenture 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 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.

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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 Subsidiary and the Company.

[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.

Dated: December 20, 2024

UAN SERVICES, LLC

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

CVR ENERGY, INC.

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

**GUARANTORS:**

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC

COFFEYVILLE RESOURCES PIPELINE, LLC

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

COFFEYVILLE RESOURCES TERMINAL, LLC

COMMON ASSETS HOLDCO, LLC

COMMON SERVICES HOLDCO, LLC

CVR COMMON ASSETS CVL, LLC

CVR COMMON ASSETS WYN, LLC

CVR COMMON SERVICES, LLC

CVR ENERGY HOLDINGS, INC.

CVR REFINING CVL, LLC

CVR REFINING GP, LLC

CVR REFINING, LLC

CVR REFINING WYN, LLC

CVR RENEWABLES CVL, LLC

CVR RENEWABLES, LLC

CVR RENEWABLES WYN, LLC

CVR SERVICES, LLC

CVR SUPPLY & TRADING, LLC

RENEWABLE ASSETS HOLDCO, LLC

WYNNEWOOD ENERGY COMPANY, LLC

WYNNEWOOD REFINING COMPANY, LLC

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

[Signature Page to Supplemental Indenture]

**CVR CHC, LP**

By: CHC GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

**CVR FHC, LP**

By: FHC GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

**CVR REFINING, LP**

By: CVR Refining GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

**CVR RHC, LP**

By: RHC GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

*[Signature Page to Supplemental Indenture]*

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**TRUSTEE:**

**COMPUTERSHARE TRUST COMPANY, N.A.**

By: /s/ Nancy Chouanard

Name: Nancy Chouanard

## SUPPLEMENTAL INDENTURE

This SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of December 20, 2024, among UAN Services, LLC, a Delaware limited liability company (the "Guaranteeing Subsidiary"), a subsidiary of CVR Energy, Inc. (or its permitted successor), a Delaware corporation (the "Company"), the Company, the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank Trust Company, National Association, as trustee under the Indenture referred to below (the "Trustee").

### WITNESETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of December 21, 2023, providing for the issuance of 8.500% Senior Notes due 2029 (the "Notes");

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

WHEREAS, pursuant to Section 10.29.01 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 Subsidiary 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 Subsidiary 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 10 thereof.

3. NO REOURSE AGAINST OTHERS. No past, present or future director, officer, partner, employee, incorporator, manager or unitholder or other owner of Capital Stock of the Company or any Guarantor or any direct or indirect parent of the Company, as such, will have any liability for any obligations of the Company or any Guarantor under the Notes, this Supplemental Indenture, the Indenture 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 exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental 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 Subsidiary and the Company.

*[Signature pages follow]*

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.

Dated: December 20, 2024

UAN SERVICES, LLC

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

CVR ENERGY, INC.

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

**GUARANTORS:**

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC

COFFEYVILLE RESOURCES PIPELINE, LLC

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

COFFEYVILLE RESOURCES TERMINAL, LLC

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CVR RENEWABLES CVL, LLC  
CVR RENEWABLES, LLC  
CVR RENEWABLES WYN, LLC  
CVR SERVICES, LLC  
CVR SUPPLY & TRADING, LLC  
RENEWABLE ASSETS HOLDCO, LLC  
WYNNEWOOD ENERGY COMPANY, LLC  
WYNNEWOOD REFINING COMPANY, LLC

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

[Signature Page to Supplemental Indenture]

---

CVR CHC, LP

By: CHC GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

CVR FHC, LP

By: FHC GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

CVR REFINING, LP

By: CVR Refining GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

CVR RHC, LP

By: RHC GP, LLC, its general partner

By: /s/ Dane J. Neumann

Name: Dane J. Neumann

Title: Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary

[Signature Page to Supplemental Indenture]

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**TRUSTEE:**

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: /s/ Michael K. Herberger

Name: Michael K. Herberger

Title: Vice President

[Signature Page to Supplemental Indenture]

Exhibit 10.11.4

*Execution Version*

**CVR ENERGY, INC.**  
**INCENTIVE UNIT AGREEMENT - EXECUTIVE**

THIS INCENTIVE UNIT AGREEMENT (this "Agreement") is made as of [--] (the "Grant Date"), between CVR Energy, Inc., a Delaware corporation (the "Company") (NYSE: CVI), on behalf of the employing entity of the Grantee, and the individual grantee designated on the signature page hereof (the "Grantee").

WHEREAS, the board of directors of the Company (the "Board") or the compensation committee (the "Committee") of the Board is responsible for establishing, reviewing and approving incentive compensation in order to provide an additional incentive to certain of the officers and employees of the Company and its "Subsidiaries" (as defined in Rule 12b-2 of the Exchange Act); and

WHEREAS, the Board or the Committee, as applicable, on behalf of the employing entity of the Grantee, has authorized the grant of Incentive Units (as defined herein) to the Grantee as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Incentive Units.

(a) The Company hereby grants to the Grantee, and the Grantee hereby accepts from the Company on the terms and conditions set forth in this Agreement and the 2007 LTIP (as defined below), an award of [--] Incentive Units. Subject to the terms and conditions of this Agreement and the 2007 LTIP, each "Incentive Unit" described herein represents the right of the Grantee to receive, for each Incentive Unit that becomes vested, one Share or a cash payment equal to the average closing price of one Share for the 10 trading days preceding the applicable Vesting Date (as defined herein), as determined by the Board in its sole discretion and pursuant to Section 2 or Section 3(a) or (b) below. The reference to the Incentive Units and Shares are used herein solely to calculate the cash payout, if any, to be awarded to the Grantee in accordance with this Agreement and the 2007 LTIP, and does not create any separate rights with respect to Shares or otherwise unless or until any vested Incentive Units are settled in Shares.

(b) Except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Second Amended and Restated CVR Energy, Inc. 2007 Long Term Incentive Plan, as amended from time to time (the "2007 LTIP").

2. Vesting Date.

**"Affiliate"** means, in relation to the Incentive Units are unvested on and after the Grant Date and shall vest, with respect 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 thirty-three and one-third percent (33 – 1/3%) of the issued shares or voting power or control in fact total number of Incentive Units granted hereunder, on [--], [--] and [--] (each such date, a "Vesting Date"), provided the entity or Person. With regard to CVR, Affiliate shall include only

CVR Energy, Inc. Incentive Unit Award – Executive Form

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Grantee continues to serve as an employee of the Company (or a Subsidiary thereof) from the Grant Date through the applicable Vesting Date.

3. Termination of Employment.

(a) In the event (i) of the Grantee's termination of employment with the Company or one of its Subsidiaries prior to any Vesting Date by reason of his or her death or Disability, or (ii) the Company exercises its right to cancel any Incentive Units under Section 13 of the 2007 LTIP while Grantee is employed by the Company or one of its Subsidiaries, then any Incentive Units scheduled to vest within twelve months from the date on which such event occurs shall become immediately vested, and all other Incentive Units shall be deemed forfeited and the Grantee shall have no rights with respect thereto.

(b) If the Grantee's employment is terminated by the Company or one of its Subsidiaries, Subsidiaries other than for Cause or Disability, then any Incentive Units scheduled to vest within twelve months from the date on which such event occurs shall become immediately vested, and **expressly excludes Icahn Enterprises, L.P.** all other Incentive Units shall be deemed forfeited and the Grantee shall have no rights with respect thereto.

(c) Any Incentive Units that do not become vested in connection with the Grantee's termination of employment in accordance with Section 3(a) or (b) of this Agreement shall be forfeited immediately upon the Grantee's termination of employment.

(d) To the extent any payments provided for under this Agreement are treated as "nonqualified deferred compensation" subject to Section 409A of the Code, (i) this Agreement shall be interpreted, construed and operated in accordance with Section 409A of the Code and the Treasury regulations and other guidance issued thereunder, (ii) if on the date of the Grantee's separation from service (as defined in Treasury Regulation §1.409A-1(h)) with the Company or one of its Subsidiaries the Grantee is a specified employee (as defined in Section 409A of the Code and Treasury Regulation §1.409A-1(i)), no payment constituting the "deferral of compensation" within the meaning of Treasury Regulation §1.409A-1(b) and after application of the exemptions provided in Treasury Regulation §§1.409A-1(b)(4) and 1.409A-1(b)(9)(iii) shall be made to the Grantee at any time prior to the earlier of (A) the expiration of the six (6) month period following the Grantee's separation from service or (B) the Grantee's death, and any such amounts deferred during such applicable period shall instead be paid in a lump sum to the Grantee (or, if applicable, to the Grantee's estate) on the first payroll payment date following the earlier of its subsidiaries other than the expiration of such six (6) month period or, if applicable, the Grantee's death, and (iii) for purposes of conforming this Agreement to Section 409A of the Code, any reference to termination of employment, termination or separation from employment, resignation from employment or similar terms shall mean and be interpreted as a "separation from service" as defined in Treasury Regulation §1.409A-1(h). For purposes of applying Section 409A of the Code to this Agreement (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that the Grantee may be entitled to receive under this

CVR Energy, Inc. Incentive Unit Award – Executive – Page 2

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Agreement shall be treated as a separate and its subsidiaries distinct payment and shall not collectively be treated as a single payment.

#### 4. Dividend Equivalent Rights

"**Agreed Costs**" means, The Company hereby grants to the Grantee, and the Grantee hereby accepts from the Company, one "Dividend Equivalent Right" for purposes each Incentive Unit granted herein equal to the cash value of calculating all dividends declared and paid by the Transfer Price, any transportation or other costs Company on one Share from the Grant Date to and including the Vesting Date, which cash value will be held uninvested and without interest, except that the Parties mutually deem to apply with respect to any dividends declared and paid by the Company in the form of Shares, in lieu of crediting the cash value of such Transaction. If dividend, the Board or Committee may determine in its sole discretion, to credit a Dividend Equivalent Right that is based on the intent value of a Share and represents the right to receive a Share at the time of payment under Section 5 hereof. The reference to the cash value of such dividends is used herein solely to calculate the cash payout, if any, to be awarded in respect of such Dividend Equivalent Rights and does not create any separate rights with respect to the Dividend Equivalent Rights. The payment of Dividend Equivalent Rights will be deferred until and conditioned upon the underlying Incentive Units (whether in the form of Shares or cash) becoming vested pursuant to Section 2 or 3 hereof. Upon each Vesting Date, Dividend Equivalent Rights on all Incentive Units vesting on such date, with no interest thereon, shall become payable to the Grantee in accordance with Section 5 hereof. Notwithstanding anything in this Section 4 to the contrary, the Board or the Committee, may, in its sole discretion, elect to pay any Dividend Equivalent Right in the form of a Share or cash in accordance with Section 5 hereof.

#### 5. Payment Date.

Within 15 business days following (i) each Vesting Date, (ii) if, prior to any Vesting Date, the Grantee's termination of employment with the Company or one of its Subsidiaries under circumstances described in Section 3(a) or (b), the date of such termination of employment, or (iii) if, prior to any Vesting Date, the cancellation of any Incentive Units pursuant to Section 13 of the Parties 2007 LTIP while Grantee is employed by the Company or one of its Subsidiaries, the Company will deliver to the Grantee, as determined by the Board or the Committee in its sole discretion, either the number of Shares or the cash payment, as applicable, underlying the Incentive Units and Dividend Equivalent Rights (if any) that Agreed Costs become vested pursuant to Sections 2, 3 or 4 of this Agreement.

#### 6. Adjustment Upon Changes in Capitalization.

In the event of a Change in Capitalization, the Incentive Units shall only be applicable subject to adjustment in accordance with Section 12 of the consent of both Parties 2007 LTIP.

**"7. 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 any Exhibits and Schedules attached hereto.

**"API"**means the American Petroleum Institute.

**"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 or (iii) any applicable license, permit or compliance requirement applicable to either Party, including Environmental Laws.

**"Assuring Party"** has the meaning set forth in Section 10.2 Incentive Compensation Recoupment.

**"Bankrupt"**means (a) In the event of a Person restatement of the Company's (or any of its Subsidiaries') financial results that (i) is dissolved, other than pursuant to a merger or consolidation, amalgamation or reorganization, which would reduce (or would have reduced) the amount of any previously awarded Incentive Units to a Grantee, any related outstanding Incentive Units will be cancelled or merged, (ii) becomes insolvent or reduced accordingly as determined by the Board or is unable to pay its debts as they become due, (iii) makes a general assignment, arrangement or composition with creditors, (iv) institutes, affiliations, or becomes subject to any proceeding seeking a judgment or order for its winding-up, liquidation, reorganization, or other similar relief, or (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) causes or is subject to any event with payment made in respect to it which, under Applicable Law, has an analogous effect to any of the events specified in clauses (i) through (vii) above, inclusive, or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in any of the foregoing acts.

(b) The Board or the Committee may at any time, in its sole and absolute discretion, cancel, declare forfeited, rescind, or fail to require the return of any outstanding Incentive Units (or a portion thereof) upon the Board or Committee determining, at any time (whether before or after the Grant Date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Company or its Subsidiaries the right to terminate the Grantee's employment for Cause. In addition, at any time following any payment in respect of the Incentive Units, the Board or Committee may, in its sole and absolute discretion, rescind any such payment and require the repayment of such amounts (or a general assignment, arrangement or portion thereof) upon the Board or Committee determining, at any time (whether before or after the payment date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Company or its Subsidiaries the right to terminate the Grantee's employment for Cause.

(c) The Board's or Committee's determination that the Grantee has engaged in misconduct (including by omission), or that an event or condition has occurred, which, in each case, would have given the Company or its Subsidiaries the right to terminate the Grantee's employment for Cause, and its decision to require rescission of any payment made in respect of the Incentive Units, shall be conclusive, binding, and final on all parties. The Board's or Committee's determination that the Grantee has violated the terms of this Agreement (or any other agreement between Grantee and the Company or any of its creditors, (iv) institutes, affiliations, or becomes subject to any proceeding seeking a judgment or order for its winding-up, liquidation, reorganization, or other similar relief, or (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) causes or is subject to any event with payment made in respect to it which, under Applicable Law, has an analogous effect to any of the events specified in clauses (i) through (vii) above, inclusive, or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in any of the foregoing acts.

**"Bankruptcy Code"** means Title 11, U.S.C. §§ 101 et seq., as amended from time to time.

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

**"Base Interest Rate"** means the applicable Screen Rate of interest, as adjusted from time to time, *plus* [\*\*\*] percent [\*\*\*] %. Screen Rate thereof shall be established conclusive, binding, and final on all parties. In connection with any cancellation, forfeiture or rescission contemplated by this Section 7, the [\*\*\*] day on terms of repayment by the Grantee shall be determined in the Board's and/or Committee's sole and absolute discretion, which a determination of may include, among other terms, the **Base Interest Rate** is repayment being required to be made under this Agreement and shall be adjusted [\*\*\*] based on available Screen Rate quotes. (i) in one or more installments or payroll deductions or deducted from future bonus payments or (ii) immediately in a lump sum in the event that the Grantee incurs a termination of employment.

**"B/L Volumes"** has (d) To the meaning extent not prohibited under applicable law, the Company, in its sole and absolute discretion, will have the right to set forth off (or cause to be set off) any amounts otherwise due to the Grantee from the Company (or any of its affiliates) in Section 7.1.

**"Broome Station"** means the pump station owned by CVR's Affiliate located near Caney, Kansas, approximately twenty-two (22) miles west satisfaction of any repayment obligation of the CVL Refinery where the Plains pipeline delivers crude oil into the CRCT Pipeline.

**"Business Day"** means a twenty-four (24)-hour period commencing 12:01 am CT on a weekday on which banks Grantee hereunder, provided that any such amounts are open for general commercial business in New York City.

**"Catastrophic Loss"** means any loss of Crude Oil resulting from a spill, fire, explosion, or other casualty loss.

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CVR Energy, Inc. Incentive Unit Award – Executive – Page 4

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from, or set off in a manner intended to comply with the requirements of, Section 409A of the Code.

**"CMA"** means, for any month, (e) If the NYMEX closing monthly average price for Light Sweet Crude Oil Contract for Company subsequently determines that it is required by law to apply a "clawback" or alternate recoupment provision to the Incentive Units granted hereunder, under the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, then such month. clawback or recoupment provision also shall apply to such Incentive Units, as if it had been included on the effective date of this Agreement.

**8. Closed Days No Right to Continued Employment** means the number of days between the current Business Day and the next successive Business Day.

**"Commencement Date"** means January 1, 2024.

**"Confirmation"** means a written communication confirming Nothing in this Agreement or the terms 2007 LTIP shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of a Third-Party Contract between Gunvor and a Counterparty, for employment by the sale Company or one of Crude Oil, which its Subsidiaries or Affiliates, nor shall specify this Agreement nor the price, volume, grade, quality, quantity, delivery point, date of delivery, identity 2007 LTIP interfere in any way with the right of the Counterparty and payment and performance terms. Company or one of its Subsidiaries or Affiliates to terminate the Grantee's employment therewith at any time.

**9. Contract Price** shall mean the purchase price for Crude Oil specified in a Third-Party Contract.

**"Counterparty"** means, with respect to a Third-Party Contract, the third-party suppliers Withholding of Crude Oil to be purchased by Gunvor and sold to CVR pursuant to the terms hereof.

**"Cover Exposure"** has the meaning set forth in Section 10.3.

**"CRCT Pipeline"** means the pipeline owned and/or operated by an Affiliate of CVR.

**"Crude Oil"** means [\*\*\*].

**"Crude Oil Gains and Losses"** means any difference (positive or negative) for a stated period between the volume of Crude Oil purchased by Gunvor from one or more Counterparties and the corresponding volume that is delivered to CVR at the Delivery Point, which results from in-transit gains and losses excluding any Catastrophic Loss.

**"Crude Oil Pool"** shall mean (i) the discrete volume of Crude Oil from either Canada or the United States acquired by Gunvor from a Counterparty pursuant to a Third-Party Contract and (ii) any specific quantity of crude oil from the same region that CVR elects to pool and treat as a single discrete volume. For pricing purposes, CVR may only pool volumes that are [\*\*\*]. For ease of administration, Crude Oil Pools will be volumetrically averaged and priced based on the geographic region they originate from. The Parties acknowledge and agree that a Crude Oil Pool may be comprised of more than one parcel and that such individual parcels shall be identified in a given Crude Oil Withdrawal for pricing purposes.

**"Crude Oil Withdrawal"** has the meaning set forth in Section 6.1 Taxes.

The Grantee shall pay to the Company, or the Company and the Grantee shall agree on such other arrangements necessary for the Grantee to pay, the applicable federal, foreign, state and local income taxes required by law to be withheld (the **"CT Withholding Taxes"** means), if any, upon the prevailing time vesting or payment of the Incentive Units. The Company shall have the right to deduct from any payment of cash to the Grantee an amount equal to the Withholding Taxes in satisfaction of the Central Time zone. Grantee's obligation to pay Withholding Taxes.

**10. [\*\*\*] Modification or Termination of Agreement** means the crude oil storage, blending and transfer facilities located at or near [\*\*\*].

**"CVR"** has This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the meaning set forth in parties hereto; provided, however, that the preamble Company may modify or amend this Agreement without the written consent of the Grantee to the extent that such action (i) does not materially impair the Grantee's rights or (ii) is necessary for compliance with an applicable law, regulation or exchange requirement that impacts this Agreement. No waiver by either party hereto of any breach by the other party hereto of any provision of this Agreement. Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions at the time or at any prior or subsequent time.

**11. CVR Blended Volumes Severability** means, [\*\*\*].

Should any provision of this Agreement or the 2007 LTIP be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement or the 2007 LTIP, as applicable, shall not be affected by such holding and shall continue in full force in accordance with their terms.

**CVR Transition Volumes** means crude oil acquired by CVR during the Transition Period in its own name and on its own behalf.

"12. **Default**" or "**Event of Default**" means an occurrence of the events or circumstances described in Article 15 Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

"13. **Defaulting Party**, Incorporation of the 2007 LTIP" has the meaning set forth in Section 15.2 Entire Understanding.

**"Delivery Point"** shall This Agreement is subject to all the provisions of the 2007 LTIP, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may, from time to time, be as described on Schedule A attached hereto.

**"Designated Tanks"** means, the tanks set forth on Schedule B in [\*\*\*] promulgated and [\*\*\*] and the pipeline connecting the Designated Tanks adopted pursuant to the **Delivery Points**; provided, however, that CVR may, upon prior written notice to Gunvor, amend Schedule B by adding or deleting tanks therefrom. The Designated Tanks shall only contain Crude Oil.

**"Determination Day"** means 2007 LTIP. This Agreement (including the [\*\*\*] Business Day prior 2007 LTIP) embodies the entire understanding and agreement of the parties in relation to the commencement of any Interest Period.

"[\*\*\*]" means the pump station owned subject matter hereof, and operated by [\*\*\*].

**"Eligible Collateral"** means, at Assuring Party's discretion, (a) [\*\*\*], (b) [\*\*\*], (c) [\*\*\*], no promise, condition, representation or (d) a Parent Company guaranty for a duration and in an amount reasonably sufficient to cover [\*\*\*], and issued by a financial institution warranty, expressed or insurance company reasonably acceptable to the Insecure Party, in the form attached here to as Exhibit A if issued by CVR's Parent Company and Exhibit B if issued by Gunvor's Parent Company.

"[\*\*\*]" means [\*\*\*].

"[\*\*\*] **Pipeline**" means the crude pipeline system owned by [\*\*\*] and implied, not herein stated, shall bind either party hereto. Capitalized terms used, to transport Crude Oil.

**"Ending Inventory"** means, for each month during the Term, as of [\*\*\*], the sum of (i) the volume of Crude Oil in the Designated Tanks (including the Crude Oil in CVR Blended Volumes) as determined by the records of each Designated Tank operator, and (ii) the volume of Crude Oil in transit by pipeline as determined by the records of each Pipeline Operator.

**"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.

"[\*\*\*] **Pipeline System**" means the crude oil pipeline transportation system and related facilities located between [\*\*\*] that are owned and operated by [\*\*\*], including the pipeline, injection stations, breakout storage tanks, crude oil receiving and delivery facilities and any associated or adjacent facility.

"**FCPA**" has the meaning set forth in Section 26.8.

"**Final Inventory**" but not defined herein, shall have the meaning set forth in Section 16.1.

**"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; 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 CVL Refinery, WYN Refinery or Gunvor); accidents at, closing of, or restrictions upon the use of pipelines, railroads or other transportation mechanisms; disruption or breakdown of, explosions or accidents to wells, storage plants, terminals, machinery or other facilities; acts of war, hostilities (whether declared or undeclared), civil commotion, pandemics, epidemics, 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.

**"GAAP"** means generally accepted accounting principles in the United States, applied consistently with prior practices.

**"Gathered Crude"** means the crude oil acquired by CVR (or its Affiliates) in [\*\*\*]. Notwithstanding anything in this Agreement to the contrary, any crude oil which is transported in whole or in part via [\*\*\*] shall be considered Gathered Crude for purposes of this Agreement.

**"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, and shall include NYMEX.

**"Gunvor"** has the meaning set forth in the preamble to this Agreement.

**"Holiday"** has the meaning set forth in Section 8.3(a).

**"Indemnified Party"** has the meaning set forth in Section 17.3.

**"Indemnification Claim"** has the meaning set forth in Section 17.3.

**"Indemnifying Party"** has the meaning set forth in Section 17.3.

**"Independent Inspector"** means an independent third-party inspection company that is generally recognized in the petroleum industry as experienced in measuring the quantity and quality of petroleum products. Unless specifically provided otherwise in this Agreement, the Parties shall share equally in any costs incurred therefor.

**"Initial Term"** has the meaning set forth in Section 2.1.

**"Insecure Party"** has the meaning set forth in Section 10.2.

**"Interest Period"** has the meaning set forth in Section 8.7(c).

**"[\*\*\*]"** means, [\*\*\*].

**"[\*\*\*] Agreement"** means that certain [\*\*\*] Agreement between CVR and [\*\*\*] dated [\*\*\*].

**“[\*\*] Pipeline”** means the crude oil pipeline systems of [\*\*] extending from [\*\*].

**“Letter of Credit”** means an irrevocable standby letter of credit.

**“Liabilities”** means any losses, claims, charges, damages, deficiencies, assessments, interests, penalties, costs, and expenses of any kind (including reasonable attorneys' fees and other fees, court costs and other disbursements), directly or indirectly arising out of or related to any claim, suit, proceeding, judgment, settlement or judicial or administrative order, including any Liabilities with respect to Environmental Laws.

**“Liquidation Amount”** has the meaning set forth in Section 16.2.

**“Monthly Crude Nomination”** has the meaning set forth in Section 5.5(b).

**“NYMEX”** means the New York Mercantile Exchange.

**“NSV” or “Net Standard Volume”** means the total volume of all petroleum liquids, excluding sediment and water and free water, corrected by the appropriate volume correction factor for the observed temperature and API Gravity, relative density, or density to a standard temperature such as 60 degrees Fahrenheit and corrected by the applicable pressure correction factor and meter factor.

**“Origination Fee”** shall mean a fee payable by CVR to Gunvor in the amount of [\*\*] per Barrel for each Barrel of Crude Oil purchased by Gunvor for supply to CVR hereunder.

**“Parent Company”** means for CVR, CVR Energy, Inc. (NYSE: CVI) and for Gunvor, Gunvor SA.

**“Party” or “Parties”** has the meaning set forth in the preamble of this Agreement.

**“Performing Party”** has the meaning set forth in Section 15.2.

**“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” or “Pipelines”** means [\*\*] and any other pipeline owned or operated by a Pipeline Operator and used for shipments of Crude Oil hereunder.

**“Pipeline Operator”** means the entity that operates a Pipeline System.

**“Pipeline System”** means the [\*\*], or any other pipeline system that may be used to transport Crude Oil to the Delivery Point.

**“[\*\*]”** means [\*\*].

**“[\*\*]”** means [\*\*].

**“[\*\*] Pipeline System”** means the crude oil pipeline transportation system and related facilities located in the states of [\*\*] and that are owned and/or operated by [\*\*],

including the pipeline, injection stations, breakout storage tanks, crude oil receiving and delivery facilities and any associated or adjacent facility.

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

**"Provisional Invoice"** has the meaning set forth in Section 8.3(a).

**"Provisional Transfer Price"** has the meaning set forth in Section 8.4(a).

**"Refineries"** means collectively the CVL Refinery and the WYN Refinery and all of the related facilities owned and operated by them or their Affiliates, 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 the Refineries to carry out the terms of this Agreement.

**"Renewal Term"** has the meaning set forth in Section 2.2.

**"Scheduled Maintenance"** means regularly scheduled maintenance turnarounds at the CVL Refinery.

**"Screen Rate"** shall mean for any day (a **"SOFR Interest Day"**), a rate per annum equal to SOFR for the day (such day "i") that is [\*\*] Business Days prior to (i) if such SOFR Interest Day [\*\*], such SOFR Interest Day or (ii) if such SOFR Interest Day is not a Business Day, the Business Day immediately preceding such SOFR Interest Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 pm (New York City time) on the [\*\*] Business Day immediately following any day "i", the SOFR in respect of such day "i" has not been published on the SOFR Administrator's Website, then the SOFR for such day "i" will be the SOFR as published in respect of the [\*\*] Business Day for which such SOFR was published on the SOFR Administrator's Website; provided that any SOFR determined pursuant to this sentence shall be utilized for no more than [\*\*] consecutive SOFR Interest Days.

**"SEC"** means the Securities and Exchange Commission.

**"SOFR"** means secured overnight financing rate.

**"SOFR Administrator"** means the Federal Reserve Bank of New York (or a successor administrator of the SOFR).

**"[\*\*]"** means the pipeline system operating as [\*\*] that transports crude oil originating in [\*\*] to [\*\*].

**"Taxes"** means any and all foreign, federal, state and local taxes (other than taxes on income), duties, fees and charges of every description on or applicable to Crude Oil, including all gross receipts, environmental, spill, ad valorem and sales and use taxes, however designated, paid or incurred directly or indirectly with respect to the ownership, purchase, exchange, use, transportation, resale, importation or handling of Crude Oil or related WTI Contracts, including for any Tax, any interest, penalties or additions to tax attributable to any such Tax, including penalties for the failure to file any tax return or report.

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**"Temporary Assignment"** means any of the agreements among Gunvor, CVR (or its Affiliates) and a Terminal Operator or Pipeline Operator, pursuant to which CVR's transportation and/or storage rights set forth in the applicable Terminal Agreements or Pipeline Agreements, are temporarily assigned by CVR or its Affiliates to Gunvor.

**"Term"** has the meaning set forth in Section 2.2.

**"Terminal"** or **"Terminals"** means any facility owned or operated by a Terminal Operator and used to store, transport or blend Crude Oil hereunder.

**"Terminal Agreement"** or **"Terminal Agreements"** means any agreement for the storage of Crude Oil between CVR and a Terminal Operator.

**"Terminal Operator"** or **"Terminal Operators"** means (i) [\*\*], (ii) any successor to [\*\*] under the Terminal Agreements, and (iii) other Persons providing terminal services for Crude Oil while Gunvor has title to such Crude Oil.

**"Termination Date"** has the meaning set forth in [Section 16.2](#).

**"Termination Payment"** has the meaning set forth in [Section 16.2](#).

**"Third-Party Contract"** means a contract between Gunvor and a Counterparty for the supply of Crude Oil to CVR. A Third-Party Contract shall include those sales of Crude Oil by CVR to Gunvor.

**"Third-Party Sale Transaction"** has the meaning set forth in [Section 5.2](#).

**"Transactions"** means any agreement by the Parties to purchase and sell Crude Oil pursuant to the terms of this Agreement.

**"Transfer Price"** has the meaning set forth in [Section 8.1](#).

**"Transition Period"** means the period [\*\*] days prior to the expiration of the Term, as evidenced by a timely notice of termination delivered in accordance with [Section 2.2](#).

**"Transportation and Direct Costs"** has the meaning set forth in [Section 8.6](#).

**"True-up"** has the meaning set forth in [Section 8.4\(c\)](#).

**"Turnover Failure"** has the meaning set forth in [Section 8.5](#).

**"UCC"** means the New York Uniform Commercial Code.

**"[\*\*] Volume Confirmation"** has the meaning set forth in [Section 8.3\(b\)](#).

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

**"WTI Contracts"** means WTI NYMEX futures contracts on which the WTI Price component of the Transfer Price is based.

**"WTI Differential"** has the meaning set forth in [Section 8.1\(b\)](#).

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**"WTI Price"** has the meaning set forth in [Section 8.1\(a\)](#).

**"WTI Price Rolls"** has the meaning set forth in [Section 8.2](#).

## 1.2. Interpretation

(a) All references in this Agreement to Exhibits, Schedules, Articles and Sections refer to the corresponding Exhibits, Schedules, Articles and Sections of or to this Agreement unless expressly provided otherwise. All headings herein are intended solely for convenience of reference and shall not affect the meaning or interpretation of the provisions of this Agreement.

(b) All Exhibits and Schedules to this Agreement are attached hereto and by this reference incorporated herein for all purpose.

(c) Unless expressly provided otherwise, the words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular Section. The words "this Article" and "this Section," and words of similar import, refer only to the Article or Section hereof in which such words occur. The word "including" as used herein means "including without limitation" and does not limit the preceding words or terms.

(d) 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 TERM OF AGREEMENT

2.1 Initial Term. The term of this Agreement shall commence on the Commencement Date and shall continue until January 31, 2026 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement.

2.2 Renewal. Subject to the provisions of Section 2.1 above, the Initial Term shall automatically be extended for one or more one-year terms (each a "Renewal Term" and collectively the "Renewal Terms"), unless either Party delivers notice of its desire to terminate not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. The Initial Term and the Renewal Terms, if any, shall constitute the "Term" of this Agreement.

## ARTICLE 3 SALE OF CRUDE OIL TO CVR

3.1 Supply of Crude Oil. Beginning on the Commencement Date, Gunvor agrees to [\*\*\*] pursuant to Article 5. Gunvor shall supply such Crude Oil to CVR and CVR agrees to purchase such Crude Oil from Gunvor pursuant to the terms of this Agreement. In no event, however, shall CVR have the right to claim an ownership interest in any volumes of Crude Oil prior to the transfer of title thereof pursuant to the provisions of Section 5.3.

3.2 Designated Tanks. CVR shall maintain for Gunvor's benefit sufficient capacity in the Designated Tanks to [\*\*\*]. Gunvor will, during the Term, have (a) the

9

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right to store Crude Oil in the Designated Tanks, and (b) the right to access the Designated Tanks to remove Crude Oil. CVR may add or delete tanks to the list of Designated Tanks upon delivery of written notice to Gunvor. If a tank is to be removed from the list of Designated Tanks, Gunvor shall remove all Crude Oil from such tank prior to the change in status thereof. If such Crude Oil is not transferred to another Designated Tank, any sale of such Crude Oil to a party other than CVR shall be deemed to be a Third-Party Sale Transaction subject to the provisions of Section 5.2. CVR may use the Designated Tanks for the storage of CVR Transition Volumes and Gathered Crude.

3.3 Exclusive Supplier. Gunvor shall be the exclusive supplier of Crude Oil during the Term. Notwithstanding anything to the contrary in this Section 3.3, if Gunvor does not supply Crude Oil to CVR in accordance with the Monthly Crude Nomination, for whatever reason, CVR shall have the full and complete right to acquire such volumes of Crude Oil from any Person and this Agreement shall not apply to such purchases by CVR. If either Party delivers a notice to terminate this Agreement pursuant to Section 2.2, the exclusivity provisions of this Section 3.3 shall no longer apply.

3.4 **Identification of Supply.** CVR and Gunvor shall mutually cooperate to identify and negotiate supply arrangements with Counterparties that are consistent with CVR's Monthly Crude Nominations made pursuant to Article 5. Prior to the acquisition of any Crude Oil, the Parties shall agree to the quantity and quality of Crude Oil desired by CVR.

With regard to supply opportunities identified by CVR, CVR shall promptly inform Gunvor of the opportunity and Gunvor shall enter into one or more Third-Party Contracts. Notwithstanding the foregoing, Gunvor shall have the right to reject such proposed opportunity if it determines, in its commercially reasonable discretion, that such Third-Party Contract (a) is not structured in accordance with standard industry practices or on commercially reasonable terms, (b) is not with a permissible Counterparty under Applicable Law, or (c) [\*\*\*].

**ARTICLE 4**  
**PURCHASE OF CRUDE OIL FROM COUNTERPARTIES**

**4.1 Third-Party Contracts.**

(a) **Terms of Third-Party Contracts.** The quantity and quality of Crude Oil sold and delivered to CVR shall conform in all material respects to such specifications as agreed upon by the Parties prior to Gunvor's contractual commitment to purchase Crude Oil. The terms and conditions of each Third-Party Contract must be commercially reasonable and conform to standard industry practices. CVR is not authorized to bind Gunvor in connection with the negotiation or execution of any Third-Party Contract, nor to make any representations to any Counterparty on behalf of Gunvor except as otherwise expressly provided herein. Unless expressly authorized by Gunvor in writing, any advice, recommendations, warranties or representations made to any Counterparty by CVR shall be the sole and exclusive responsibility of CVR, and [\*\*\*].

(b) **Conditional Acceptance.** CVR shall have no authority to bind Gunvor to or enter into on Gunvor's behalf, any Third-Party Contract. If CVR has negotiated an offer from a Counterparty for a quantity of Crude Oil that CVR wishes to have Gunvor acquire, CVR may indicate to such Counterparty the conditional acceptance of such offer, which

10

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conditional acceptance shall be specifically subject to obtaining the agreement of Gunvor to such offer. Promptly after giving such conditional acceptance, CVR shall apprise Gunvor of the terms of such offer, and Gunvor shall promptly enter into a Third-Party Contract between Gunvor and such Counterparty.

**4.2 Confirmations.** For each transaction involving the purchase and sale of Crude Oil, Gunvor shall issue and send to CVR a summary of Confirmations and, upon request from CVR, a copy of all Third-Party Contracts.

**4.3 Payment Responsibility.** Gunvor shall pay Counterparty and third-party invoices for Crude Oil. Upon request from CVR, Gunvor shall promptly provide CVR with copies of all such Counterparty and third-party invoices and contracts. Gunvor shall be responsible for paying all applicable Transportation and Direct Costs, including for the avoidance of doubt those associated with Gathered Crude and CVR Transition Volumes, and CVR will reimburse Gunvor for such charges upon receipt of an invoice therefore with supporting documentation. All refunds or adjustments of any type received by Gunvor shall be for the account of CVR.

**4.4 Crude Oil Gains and Losses.** All Crude Oil Gains and Losses not covered by a Pipeline System tariff shall be for CVR's account and shall be reflected in the Transfer Price. With respect to Crude Oil Gains and Losses which are covered by a Pipeline System tariff, Gunvor shall pass through to CVR 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. Gunvor shall supply CVR with reasonably acceptable supporting documentation for all such gains and losses, whether covered by a Pipeline System tariff or not.

4.5 **WARRANTY OF QUALITY & TITLE; WARRANTY DISCLAIMER.** GUNVOR FULLY AND UNCONDITIONALLY WARRANTS THAT ALL CRUDE OIL SOLD PURSUANT TO THIS AGREEMENT SHALL CONFORM IN ALL RESPECTS TO ANY AGREED TO SPECIFICATIONS, AND THAT GUNVOR HAS CLEAR, GOOD AND MERCHANTABLE TITLE TO ALL CRUDE OIL SOLD TO CVR PURSUANT TO THIS AGREEMENT. EXCEPT FOR THE WARRANTIES AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 4.5, GUNVOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING FITNESS OR SUITABILITY OF CRUDE OIL FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

4.6 **Claims.** The Parties shall consult with each other and coordinate how to handle and resolve any claims made by a Counterparty, a Pipeline Operator, Terminal Operator, supplier, or transporter against Gunvor or any claims that Gunvor may bring against any such Person. In all instances wherein claims are made by a third-party against Gunvor related to the acquisition, transportation or handling of Crude Oil hereunder, CVR shall have the right to either direct Gunvor to take commercially reasonable actions in the handling of such claims or assume the handling of such claim in the name of Gunvor. To the extent that CVR believes that any claim should be made by Gunvor against any third-party (whether a Counterparty, terminal facility, pipeline, storage facility or otherwise), Gunvor will take any commercially reasonable actions as requested by CVR either directly, or by allowing CVR to do so, to prosecute such claim and all recoveries resulting from the prosecution of such claim shall be for the account of CVR. Gunvor shall, in a commercially reasonable manner, cooperate with CVR in prosecuting any such claim and shall be entitled to assist in the prosecution of such claim. All costs, expenses and damages arising from the pursuit of such claims shall be solely

11

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for CVR's account except to the extent arising from Gunvor's negligence or willful misconduct.

4.7 **Insurance.** Gunvor shall, at Gunvor's sole cost and expense, 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 CVR in respect of Gunvor's purchase of Crude Oil under this Agreement:

(a) [\*\*\*] in an amount sufficient to cover [\*\*\*]. Gunvor will maintain [\*\*\*]; provided, however, that Gunvor will promptly notify CVR [\*\*\*] of [\*\*\*]. Notwithstanding anything to the contrary herein, CVR, may, [\*\*\*].

(b) [\*\*\*], with a minimum limit of [\*\*\*]. [\*\*\*] may be provided on a separate policy.

(c) [\*\*\*] with a limit of at least [\*\*\*]. Coverage shall be [\*\*\*].

4.8 **Additional Insurance Requirements.**

(a) Gunvor agrees to include CVR as an additional insured on its [\*\*\*] policies with respect to Gunvor's obligations under this Agreement. Gunvor agrees to waive its right of subrogation, and to cause its insurers to waive their right of subrogation, on its [\*\*\*] insurance in favor of CVR to the extent that indemnity is owed under this Agreement.

(b) Gunvor shall cause its insurance carriers to furnish CVR with insurance certificates, in a standard form and from a properly authorized party reasonably satisfactory to CVR, evidencing the existence of the coverages and endorsements required. Gunvor agrees to provide CVR with thirty (30) days' advance notice of cancellation or material change of any policy set forth herein.

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

(e) All policies set forth in this Article 4 shall be primary and non-contributory in respect of other insurance that may be available to CVR. Such limits may be provided by a combination of primary and excess policies.

**ARTICLE 5**  
**DELIVERY**

5.1 **Delivery Points.** Unless specifically agreed otherwise by the Parties, all Crude Oil shall be delivered to CVR at the Delivery Points. All such deliveries shall be evidenced by a meter ticket issued by the relevant Pipeline Operator or Terminal Operator at the Delivery Points.

5.2 **Alternate Delivery Point.** CVR may direct Gunvor to sell or exchange Crude Oil on its behalf to a third-party purchaser and any gains or losses from such sales or exchanges shall be for the account of CVR (each a "Third-Party Sale Transaction"). Any such amounts shall be included in the Provisional Invoice, unless the Parties

12

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mutually agree to document any such transaction as a price roll, with respect to the WTI Price, in accordance with common oil industry trading practices.

5.3 **Title and Risk of Loss.** Title and risk of loss to the Crude Oil shall pass from Gunvor to CVR at the Delivery Points, and CVR shall assume title and risk of loss of such Crude Oil as it passes the Delivery Points. Before title and risk of loss transfer at the Delivery Points, Gunvor shall be solely responsible for compliance with all Applicable Laws, pertaining to the possession, handling, use of such Crude Oil including all Environmental Laws. At and after title and risk of loss transfer at the Delivery Points, CVR 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.

5.4 **Casualty.** If a Catastrophic Loss of Crude Oil occurs but prior to the passage of title and risk of loss to CVR, any such Catastrophic Loss shall be for Gunvor's account. Conversely, any Catastrophic Loss of Crude Oil occurring on or after the passage of title and risk of loss shall be for CVR's account.

5.5 **Pipeline and Terminal Nominations.**

(a) **Responsibility of Gunvor.** Prior to the beginning of each month of the Term, Gunvor shall be responsible for making nominations to each Pipeline Operator and Terminal Operators as required by each of them for such month; **provided that**, Gunvor's obligation to make such nominations shall be conditioned on its receiving from CVR the Monthly Crude Nomination in time to comply with the lead times required by such Pipeline Operators and Terminal Operators. CVR shall provide to Gunvor information in a timely manner and will use commercially reasonable efforts to provide such information at least [\*\*\*] prior to nomination submission time, in order to make such nominations or other scheduling actions in accordance with the pipeline lead-time requirements. Gunvor shall not be responsible if a Pipeline System or terminal is unable to accept Gunvor's nomination or if the Pipeline System or terminal must allocate Crude Oil among its shippers, except to the extent that such non-acceptance is due to Gunvor's negligence or willful misconduct, including without limitation, Gunvor's failure to timely nominate in accordance herewith. Any Pipeline and Terminal capacity, assigned to Gunvor by CVR, on any Pipeline or at any Terminal that is subject to this Agreement shall only be used by Gunvor for the benefit of CVR.

(b) **Responsibility of CVR.** Prior to the beginning of any month during the Term, CVR will advise Gunvor via email of its desired volume of Crude Oil for the following month (each, the "Monthly Crude Nomination"). Such nomination shall specify the anticipated delivery of Crude Oil by volume and grade. CVR shall have direct contact with the Terminal Operator and Pipeline Operator and will direct, as Gunvor's agent, the daily operations, including without limitation, daily nominations and the blending of Crude Oil at or in such Terminal or Pipeline. Notwithstanding anything to the contrary herein, all shipments of Crude Oil on the Pipelines shall be subject to the procedures set forth therein.

(c) [\*\*\*] **Procedures.** Notwithstanding anything to the contrary herein, all shipments of Crude Oil on [\*\*\*] shall be subject to the procedures set forth in Exhibit C. The [\*\*\*] capacity that is subject to this Agreement shall only be used by Gunvor for the benefit of CVR.

5.6 **Temporary Assignment.** If required by a Terminal or Pipeline, Gunvor and CVR shall enter into a Temporary Assignment. In connection with its performance

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hereunder, Gunvor will not take any actions that would breach any term of any tariff, Pipeline Agreements or Terminal Agreements. Upon termination of this Agreement, Gunvor shall promptly release and assign back to CVR any rights assigned pursuant to a Temporary Assignment. Any history of usage, including allocation rights, on any Pipeline or in any Terminal, arising in connection with this Agreement, shall be the history and rights of CVR, whether such usage is pursuant to a Temporary Assignment or otherwise.

**ARTICLE 6**  
**CRUDE OIL FORECAST**

6.1 **Crude Forecast.** No later than [\*\*\*], CVR shall provide Gunvor with a crude forecast for Crude Oil to be delivered during the [\*\*\*] period immediately following therefrom (the "Crude Oil Withdrawal"). For each day that is [\*\*\*], CVR shall provide Gunvor a crude forecast for [\*\*\*] during the [\*\*\*]. The Parties acknowledge that for pricing purposes a Crude Oil Withdrawal may be comprised of multiple Crude Oil Pools or portions thereof.

6.2 **Changes to Nominations.** CVR may at any time revise its nomination by providing prior notice to Gunvor. Gunvor shall promptly schedule any changes in nominations through the applicable Terminal Operator, as necessary, and all costs associated therewith shall be for CVR's account, including any costs associated with resetting the applicable WTI Contracts to reflect such changes to the nominated volumes.

**ARTICLE 7**  
**CRUDE OIL INSPECTION AND MEASUREMENT**

7.1 **Delivered Volumes.** The volume of all Crude Oil purchased and sold under this Agreement shall be based on the bill of lading volumes (the "B/L Volumes") under the applicable Third-Party Contracts. Specifically, the B/L Volumes shall be equal to the pipeline meter ticket volumes received by Gunvor under the applicable Third-Party Contract. The actual volume of Crude Oil delivered to CVR at a Delivery Point shall be based on the pipeline meter ticket at the flange connection between the applicable delivering pipeline and the receiving storage facility at such Delivery Point, absent manifest error or fraud. If applicable, the volume of Gathered Barrels and Transition Volumes shall also be based on the pipeline meter tickets at the flange connection between the applicable delivering pipeline and the receiving storage facility at a Delivery Point, absent manifest error or fraud. Any differences between the applicable B/L Volumes and the actual volumes delivered to CVR at the Delivery Points shall be accounted for as Crude Oil Gains and Losses.

7.2 **Quality of Delivered Volumes.** The quality of all volumes of Crude Oil delivered to CVR hereunder shall be based on the Pipeline, Terminal, or Independent Inspector determination pursuant to the applicable Third-Party Contract, absent manifest error or fraud. Each Party shall promptly deliver to the other Party a copy of any such Pipeline, Terminal or Independent Inspector's report.

7.3 **Crude Oil Blending.** No blending, mixing, commingling or any other change of disposition in the Crude Oil after determination of the B/L Volumes shall (i) cause any Crude Oil to cease to be Crude Oil for the purposes of this Agreement, or (ii) exclude that portion of the blended, mixed, or commingled product constituting Crude Oil from any calculation provided under this Agreement.

7.4 **Other Calculations.** Except as otherwise provided in this Agreement (including Section 7.1), the calculation of any volumes and the components of any calculations shall be determined using the best available information provided by Terminal Operators, Terminals, Pipelines, and other third parties regularly providing such information. The Parties shall mutually agree on volumes and calculation methodologies to the extent not covered by the foregoing. Unresolved volumetric disputes under this Section shall be resolved under Article 15 unless the Parties mutually agree on an alternate method of dispute resolution.

## ARTICLE 8

### **PRICE AND PAYMENT**

8.1 **Crude Oil Purchase Price.** For each barrel in a Crude Oil Pool delivered to the Delivery Points, CVR shall pay Gunvor an amount equal to the transfer price (the "**Transfer Price**"), which shall be equal to [\*\*\*]. The provisions of this Article 8 are intended to apply only for pricing purposes and shall not be deemed or construed to alter the intention of the Parties that all Crude Oil shall be owned exclusively by Gunvor until the passage of title occurs consistent with the provisions of Section 5.3. Notwithstanding anything to the contrary herein, the Transfer Price for Transactions shall be a floating price based on the mutually agreed index of market prices (adjusted for contract differentials), all as more specifically set forth in this Article 8. For purposes of calculating the Transfer Price, the following provisions shall apply:

- (a) **WTI Price.** The WTI Price is the actual [\*\*\*] settlement price for WTI Contracts published by NYMEX for [\*\*\*] (the "**WTI Price**").
- (b) **WTI Differential.** The WTI differential (the "**WTI Differential**") shall be equal to the difference between the Contract Price and the WTI Price. The WTI Differential shall be [\*\*\*].
- (c) **Inability to Determine Reference Price or Index.** If either (a) NYMEX fails to publish or calculate the futures prices for WTI, (b) there is a material suspension of trading in futures contracts for WTI, (c) WTI or its futures contracts cease to be traded on the NYMEX, or (d) there is a material change in the content, composition or constitution of the formula for calculation of prices for WTI or its futures contracts, in each case, for any Month during the Term of this Agreement, Gunvor and CVR shall immediately meet and negotiate in good faith to agree upon an alternative price (or a method for determining an alternative price) and/or alternative index (as applicable). If Gunvor and CVR have not agreed on or before the [\*\*\*] Business Day following the first pricing date on which any such event in clauses (a) through (d) occurred or existed, then such price (or the method for determining such price) shall be determined by a mutually acceptable leading dealer in the relevant market. If the Parties are unable to agree on such a leading dealer, the Parties shall each appoint a leading dealer, which is not an Affiliate of either Party, in the relevant market who shall together appoint a leading dealer to resolve the question.

#### 8.2 **WTI Price Rolls.**

CVR may at any time change a WTI Contract by notifying Gunvor of the new WTI Contract. The Parties shall mutually agree to the values applicable to any such changes to the applicable WTI Contract(s) (the "**WTI Price Rolls**"). **2007 LTIP.** For the avoidance of doubt, the Parties acknowledge that Gunvor Incentive Units awarded hereunder are intended to qualify as "Restricted Stock Units" as described in the **2007 LTIP.**

#### 14. **Rights as Equity Holder.**

In no event whatsoever shall not be required the Grantee possess any incidents of ownership in any equity of the Company, including Shares, with respect to enter into the Incentive Units granted hereunder unless and until any such WTI Contracts on CVR's behalf or to deliver evidence of Incentive Units are settled in Shares. Notwithstanding any such WTI Contracts to CVR. Rather, it is the intent of the Parties that any applicable rolls of

WTI Contracts shall be accounted for and invoiced separate from the calculation of the Transfer Price. The Parties agree that [\*\*\*], the Party owed any amounts for WTI Price Rolls will invoice the other Party at the same time that invoicing for the True-Up occurs. All actual or deemed costs and fees related to any substitution or replacement of any WTI Contracts shall be for CVR's account. Absent any instructions from CVR provision herein to the contrary, the Parties agree that an expiring WTI Contract will roll Company has no obligation to deliver any Shares except as may be determined in the next succeeding month contract. WTI rolls contemplated by this Section shall be executed at values mutually agreed to by sole discretion of the Parties. Board or the Committee.

#### **8.3.15. Invoices Successors in Interest.**

- (a) *Provisional Invoices.* With respect to each Crude Oil Withdrawal, within [\*\*\*], Gunvor shall prepare and deliver to CVR an invoice for the estimated volume of Crude Oil Withdrawals to be made on [\*\*\*] ("Provisional Invoice"). For estimated Crude Oil Withdrawal volumes to be delivered on a Saturday, the Provisional Invoice for such estimated volumes of Crude Oil shall be included on [\*\*\*] Provisional Invoice. For estimated Crude Oil Withdrawal volumes to be delivered on a Sunday, the Provisional Invoice for such estimated volumes of Crude Oil shall be included on the prior Friday Provisional Invoice. For estimated Crude Oil Withdrawal volumes to be delivered on a day in which the NYMEX or US banks are closed ("Holiday"), the Provisional Invoice for such estimated volumes of Crude Oil shall be included on [\*\*\*] Provisional Invoice that is [\*\*\*]. Such Provisional Invoices shall identify the estimated volume and grade of Crude Oil to be delivered at the applicable Delivery Point. For any Crude Oil Withdrawals on a non-Business Day not otherwise provided for herein, Gunvor shall prepare and deliver to CVR a Provisional Invoice therefor which identifies the estimated volume and grade of Crude Oil to be delivered at the applicable Delivery Point on [\*\*\*]. The Parties acknowledge that the Provisional Transfer Price included in any Provisional Invoice will be trued-up on a monthly basis in accordance with Section 8.4(c) to reflect the actual Transfer Price based on the actual components set forth in Section 8.1.
- (b) [\*\*\*] *Volume Confirmation.* [\*\*\*] during the Term, Gunvor will prepare and deliver to CVR a statement summarizing the volume of Crude Oil delivered to a Delivery Point during the previous [\*\*\*] and the Parties shall mutually agree to any adjustments thereto (the "[\*\*\*] Volume Confirmation").

#### **8.4 Calculation of the Transfer Price.**

- (a) *Invoice Calculations.* The Transfer Price set forth in the Provisional Invoice (the "Provisional Transfer Price") shall be based on the estimated volume and grade for each Crude Oil Withdrawal.
- (b) *Components of Transfer Price.* Prior to a Crude Oil Withdrawal of a Crude Oil Pool, or portion thereof, Gunvor shall continuously update its books and records to reflect the best information available with respect to each component of the Transfer Price for such Crude Oil Pool, or portion thereof, including volume. Upon the occurrence of the first Crude Oil Withdrawal with respect to a Crude Oil Pool, all other components of the Transfer Price shall be continually updated by Gunvor and the best available information shall be used for purposes of calculating the Provisional Invoice or in connection with the [\*\*\*] Volume Confirmation, as applicable.

- (c) *True-Up.* [\*\*\*], Gunvor and CVR will confer and prepare a statement that reflects the difference, if any, between the actual volumes of Crude Oil delivered to a Delivery Point, based on the month end Pipeline Operator tickets, and the volumes of Crude Oil previously paid for pursuant to a Provisional Invoice during the previous calendar month and any adjustments to the WTI Differential (the "True-Up"). If the True-

Up determines that the actual volume of Crude Oil delivered to Delivery Points during the month differs from the volume of Crude Oil paid for by CVR during the month, then the owing Party shall pay to the other Party, the difference in accordance with the procedures herein.

#### 8.5 Inventory Turnover.

If, for any month, CVR fails to [\*\*\*] (any such failure a "**Turnover Failure**"), CVR shall [\*\*\*].

#### 8.6 Transportation and Direct Costs.

On a [\*\*\*] basis during the Term, Gunvor shall invoice CVR for [\*\*\*] incurred in the [\*\*\*] associated with acquiring and moving Crude Oil, Gathered Crude or CVR Transition Volumes (as applicable and subject to Section 4.3) from the acquisition point to the Delivery Points, including without limitation, [\*\*\*] ("**Transportation and Direct Costs**"). Gunvor shall provide supporting documentation of all Transportation and Direct Costs for [\*\*\*] during the Term.

The invoice delivered by Gunvor to CVR for Transportation and Direct Costs provided for by this Section 8.6 shall include all Transportation and Direct Costs incurred during [\*\*\*] and CVR shall make one payment to Gunvor therefore. For the avoidance of doubt, CVR will make one payment to Gunvor for the total Transportation and Direct Costs incurred and will not make piecemeal payments therefore. However, this does not preclude Gunvor from including Transportation and Direct Costs that were not included in [\*\*\*] invoices in the [\*\*\*] invoices.

#### 8.7 Payment.

(a) *Form of Payment.* Each Party shall pay, or cause to be paid, by electronic transfer of [\*\*\*] in U.S. Dollars, all undisputed amounts that become due and payable by such Party to a bank account or accounts designated by and in accordance with instructions issued by the other Party. Each payment of undisputed amounts (the disputed portion of which is addressed under Section 8.8) owing hereunder shall be in the full amount due without reduction or offset for any reason (except as expressly allowed under this Agreement), including Taxes, exchange charges or bank transfer charges. Notwithstanding the immediately preceding sentence, the paying Party shall not be responsible for a designated bank's disbursement of amounts remitted to such bank, and a deposit in [\*\*\*] of the full amount of each statement with such bank shall constitute full discharge and satisfaction of such statement.

(b) *Timing of Payment.* Payment for any Provisional Invoice that is received by [\*\*\*] shall be due and payable on the [\*\*\*], unless otherwise provided herein. Payment for any Provisional Invoice received [\*\*\*] shall be due and payable on [\*\*\*], unless otherwise provided herein.

Payments owing under Section 8.2 for any amounts owing for the WTI Price Rolls, under Section 8.4(c) for Crude Oil pursuant to any True-Up, under Section 8.5 (Inventory

17

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Turnover), and under Section 8.6 for any Transportation and Direct Costs shall be due and payable by the owing Party on [\*\*\*].

Payments owing for any Final Inventory under Article 16 for Crude Oil shall be due and payable on [\*\*\*].

(c) *Interest.* All payments under this Agreement not paid by the due date as defined herein shall accrue interest at the Base Interest Rate. Interest shall run from, and including, the applicable due date of the payment to, but excluding, the date that payment is received (the "**Interest Period**").

8.8 **Disputed Amounts.** The Parties shall cooperate in resolving any disagreement concerning any statement or invoice expeditiously. Within [\*\*\*] Business Days after resolution of any dispute as to a statement, the Party owing a disputed amount, if any, shall pay such amount, with interest at the Base Interest Rate from the original due date to but not including the date of payment.

## ARTICLE 9

### **TAXES**

Gunvor shall be liable for all Taxes imposed on Crude Oil [\*\*\*]. CVR shall be liable for (i) all Taxes imposed on Crude Oil [\*\*\*], and (ii) all Taxes imposed [\*\*\*]. The Parties agree to cooperate in support of obtaining appropriate tax treatment for the transactions associated with this Agreement, including, without limitation, the exchange of applicable documentation related to taxes, tax exemptions, licensing, registrations, certifications, and other similar information.

## ARTICLE 10

### **INFORMATION AND REQUESTS FOR ADEQUATE ASSURANCES**

10.1 **Financial Information.** CVR shall make available to Gunvor (a) within ninety (90) days following the end of each of its fiscal years, audited financial statements for such fiscal year certified by independent certified public accountants, and (b) within forty-five (45) days after the end of its first three (3) fiscal quarters of each fiscal year unaudited consolidated financial statements for such fiscal quarter. CVR will be deemed to have furnished such reports and information described above if one of CVR's Affiliates files an Annual Report on Form 10-K or Quarterly Report on Form 10-Q (collectively, the "**Periodic Reports**") with the SEC which include, on a consolidated basis, the results of CVR.

Gunvor shall send to CVR: (a) [\*\*\*] following the end of each of its fiscal years, audited financial statements for such fiscal year certified by independent certified public accountants, and (b) unaudited financial statements [\*\*\*], after receiving a request from CVR.

In all cases the financial statements provided hereunder shall be for the most recent accounting period and the annual and quarterly financial statements shall be prepared in accordance with GAAP; provided, however, in the case of CVR's financial statements, should any such financial statements not be timely available due to a delay in preparation or certification or due to the filing of such Periodic Reports on a later date by CVR's Parent Company or Affiliate, such delay shall not be considered an Event of Default so

18

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long as CVR or its Affiliate diligently pursues the preparation, certification and delivery of such financial statements and provided further, however, that in the event CVR or its Affiliates cease filing Periodic Reports with the SEC, then CVR shall provide to Gunvor financial statements in the same form and on the same schedule as CVR or its Affiliates provides such financial statements to its/their lenders.

10.2 **Adequate Assurances.** Either Party (the "**Insecure Party**") may, upon notice to the other Party ("**Assuring Party**"), require that the Assuring Party provide it with satisfactory security for or adequate assurance (collectively, "**Adequate Assurance**") of the Assuring Party's performance within [\*\*\*] Business Days of giving such notice if:

- (a) the Insecure Party reasonably determines that reasonable grounds for insecurity exists with respect to the Assuring Party's ability to perform its obligations hereunder; or
- (b) the Assuring Party defaults with respect to any payment hereunder (after giving effect to any applicable grace period).

In the event the Insecure Party gives such a notice pursuant to Section 10.2(a) above, such notice shall include a summary of the information upon which it has based its determination that such reasonable grounds for insecurity exist. Such summary shall be in sufficient detail to

reasonably communicate grounds that insecurity exists; however, in no event shall the nature of the notice relieve the Assuring Party of its obligation to provide Adequate Assurance hereunder.

10.3 **Eligible Collateral.** Any requirement for Adequate Assurance shall be satisfied only by the Assuring Party's delivery of Eligible Collateral. Eligible Collateral shall be posted in a form and an amount reasonably calculated to protect the Insecure Party from its financial exposure hereunder ("Cover Exposure"). All costs associated with providing Adequate Assurance shall be the responsibility of the Assuring Party. In addition, in order to continue to satisfy any requirement for Adequate Assurance, the amount of any Eligible Collateral shall be adjusted from time to time so that it is sufficient to satisfy the Cover Exposure, as it may fluctuate from time to time. Both Parties shall, from time to time, compute their Cover Exposure in a commercially reasonable manner.

10.4 **Failure to Give Adequate Assurance.** Without prejudice to any other legal remedies available to the Insecure Party and without the Insecure Party incurring any Liabilities (whether to the Assuring Party or to a third-party), the Insecure Party may, at its sole discretion, take any or all of the following actions if the Assuring Party fails to give Adequate Assurance as required pursuant to Section 10.2, after providing Assuring Party written notice and [\*\*] Business Days (or such longer period if provided herein) to cure: (a) withhold or suspend its obligations, including payment obligations, under this Agreement, (b) proceed against Assuring Party for damages occasioned by Assuring Party's failure to perform or (c) exercise its termination rights under Article 15.

10.5 **Right to Terminate.** Notwithstanding anything to the contrary herein, Assuring Party may, within [\*\*] days of it providing Adequate Assurance hereunder and upon [\*\*] days prior written notice to the Insecure Party, terminate this Agreement. Such termination by Assuring Party shall not be a default hereunder and shall be deemed a termination pursuant to Article 16; provided that nothing in this Section 10.5 shall limit any of the Insecure Party's rights in the event the Assuring Party fails to maintain

19

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Adequate Assurance or any other Event of Default with respect to the Assuring Party occurs.

## **ARTICLE 11** **COMPLIANCE WITH APPLICABLE LAWS**

11.1 **Compliance with Laws.** Each Party shall, in the performance of its duties under this Agreement, comply in all material respects with all Applicable Laws. Each Party shall maintain the records required to be maintained by Environmental Laws and shall make such records available to the other Party upon request.

11.2 **Reports.** All reports or documents rendered by either Party to the other Party shall, to the best of such rendering Party's knowledge and belief, accurately and completely reflect the facts about the activities and transactions to which they relate. Each Party shall promptly notify the other Party if at any time such rendering Party has reason to believe that the records or documents previously furnished to such other Party are no longer accurate or complete in any material respect.

## **ARTICLE 12** **SCHEDULED MAINTENANCE**

At least [\*\*] days prior to the beginning of any Scheduled Maintenance, CVR shall provide written notice to Gunvor thereof. In the event of any changes to such Scheduled Maintenance schedule, CVR will provide Gunvor with notice of any updates to such schedule as soon as practical following any change.

## **ARTICLE 13** **FORCE MAJEURE**

13.1 **Event of Force Majeure.** Neither Party shall be liable to the other Party if it is rendered unable by an event of Force Majeure to perform in whole or in part any of its obligations hereunder, 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 shall use all commercially reasonable efforts to avoid or remove the event of Force Majeure. During the period that performance by one of the Parties of a part or whole of its obligations has been suspended by reason of an event of Force Majeure, the other 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.

13.2 **Notice.** The Party rendered unable to perform its obligations hereunder shall give notice to the other Party within [\*\*] after receiving notice of the occurrence of an event of Force Majeure, including, to the extent feasible, the details and the expected duration of the event of Force Majeure and the volume of Crude Oil affected. Such Party shall promptly notify the other Party when the event of Force Majeure is terminated.

13.3 **Termination and Curtailment.** In the event that a Party's performance is suspended due to an event of Force Majeure in excess of [\*\*] days from the date that notice of such event is given, and so long as such event is continuing, the non-claiming Party, in its sole discretion, may terminate or curtail its obligations under this Agreement by notice to the other Party, and neither Party shall have any further liability to the other Party in respect of this Agreement except for the rights and remedies previously accrued.

20

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under this Agreement, including any payment and indemnification obligations by either Party under this Agreement.

13.4 **Resumption of Performance.** If this Agreement is not terminated pursuant to this Article 13 or any other provision of this Agreement, performance of this Agreement 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 for the period of any event of Force Majeure.

#### ARTICLE 14 MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party represents and warrants to the other Party as of the Effective Date of this Agreement and as of the date of each purchase and 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 of Crude Oil hereunder is a forward contract for purposes of the Bankruptcy Code. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and in good standing under such law.
- (c) 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.
- (d) The execution, delivery and performance in the preceding paragraph (d) do not violate or conflict with any Applicable Law, 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.
- (e) 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.

(f) 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, fraudulent conveyance 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 and an implied covenant of good faith and fair dealing).

(g) No Event of Default under Article 15 with respect to it 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.

(h) There is not pending or, to its knowledge, threatened against it any action, suit or proceeding at law or in equity or before any court, tribunal, Governmental Authority,

21

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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.

(i) It is not relying upon any representations of the other Party, other than those expressly set forth in this Agreement.

(j) 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.

(k) 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.

(l) 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.

(m) 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 (other than brokers' fees agreed upon by the Parties).

(n) 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 15** **DEFAULT AND REMEDIES**

**15.1 Events of Default.** Notwithstanding any other provision of this Agreement, an Event of Default shall be deemed to occur with respect to a Party when:

(a) Such Party fails to perform any obligation or covenant (including payment), to the other Party under this Agreement, which failure, if curable, is not cured to the reasonable satisfaction of the other Party within [\*\*\*] Business Days from the date that such Party receives written notice that corrective action is needed.

(b) Such Party breaches any material representation or material warranty made or repeated or deemed to have been made or repeated in this Agreement by such Party, or any warranty or representation in this Agreement 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, it is only an Event of Default if such breach is not cured to the reasonable satisfaction of the other Party (in its sole discretion) within [\*\*\*] Business Days from the date that such Party receives notice that corrective action is needed.

(c) Such Party becomes Bankrupt; provided that, in the case of the type of events described in clauses (iv), (vi), (vii) or (viii) of the definition of Bankrupt, instituted by an un-affiliated third-party, such proceeding is not dismissed within [\*\*\*] days of commencement of such action.

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(d) Either Party fails to provide Adequate Assurance in accordance with Section 10.2.

15.2 **Remedies.** Notwithstanding any other provision of this Agreement, upon the occurrence of an Event of Default with respect to either Party (the “**Defaulting Party**”), the other Party (the “**Performing Party**”) shall in its sole discretion, in addition to all other remedies available to it and without incurring any Liabilities to the Defaulting Party or to third parties, be entitled to do one or more of the following: (a) suspend its performance under this Agreement without prior notice to the Defaulting Party, (b) proceed against the Defaulting Party for damages occasioned by the Defaulting Party’s failure to perform, and (c) upon [\*\*\*] Business Days’ notice to the Defaulting Party, immediately terminate and liquidate all Transactions between the Parties by calculating a Termination Payment, in the manner set forth in Section 16.2. Notwithstanding the foregoing, in the case of an Event of Default described in Section 15.1(d), no prior notice shall be required.

15.3 **Instructions Concerning Operational Matters.** At any time upon an Event of Default by CVR, Gunvor may instruct (a) the Terminal Operators to cancel any Crude Oil nominations scheduled for delivery from Gunvor to CVR and re-nominate such Crude Oil to Gunvor’s consignee as Gunvor may direct and (b) the relevant Pipeline Systems that Gunvor will be using CVR’s nominated shipping capacity to ship Crude Oil that otherwise would be sold to CVR to Gunvor’s consignee as Gunvor may direct. It is the Parties’ understanding that all Crude Oil shall be exclusively owned and controlled by Gunvor until delivered to CVR at a Delivery Point.

15.4 **Additional Remedies for Gunvor Event of Default.** If Gunvor commits an Event of Default, including becoming Bankrupt, then in addition to any other rights or remedies available hereunder, CVR may cause the termination of this Agreement within the meaning of Section 556 of the Bankruptcy Code by (i) providing notice of termination to Gunvor, and (ii) providing notice of termination to third parties of any and all assignments of lease storage agreements, terminalling agreements, throughput agreements and pipeline transportation rights agreements. In this regard, Gunvor acknowledges that time is of the essence and CVR may act unilaterally to minimize economic damages and disruption to its business. Such notices of termination referenced in this Section 15.4 shall be effective [\*\*\*] days after the date of such notices. Any Crude Oil not purchased by CVR within such [\*\*\*] day period shall be sold by Gunvor and any such sale shall be treated as a Third-Party Sale Transaction.

15.5. **Dispute Resolution.** Gunvor and CVR shall use good faith efforts to resolve all disputes arising out of or relating to this Agreement through good faith negotiations. If negotiations fail to resolve the dispute within [\*\*\*] Business Days, then Gunvor and CVR shall each nominate a senior representative of its management team to meet at a mutually agreed location to resolve the dispute. The good faith efforts to resolve disputes set forth in this Section shall be concluded within [\*\*\*] days of written notice of the dispute, unless this period is extended by written agreement signed by Gunvor and CVR. Nothing in this Section precludes Gunvor and CVR from using a third-party neutral to assist them to resolve a dispute. Any dispute that cannot be resolved by the parties will be resolved in a court of competent jurisdiction as provided in Section 21.

## ARTICLE 16

### FINAL SETTLEMENT AT TERMINATION

16.1 **Effects of Termination.** Upon the termination or expiration of this Agreement, CVR shall acquire (a) all Crude Oil located in the Designated Tanks and (b)

all Crude Oil in pipelines to be delivered into the Designated Tanks (collectively, the "Final Inventory"), all of which shall be purchased by CVR at the Transfer Price effective [\*\*\*], excluding [\*\*\*]. Such final purchase and sale Transactions shall be invoiced by Gunvor and paid for by CVR in accordance with the procedures set forth in Article 8. The Final Inventory volumes shall be the sum of the following: (i) the volume of Crude Oil in the Designated Tanks as determined by the records of each Terminal Operator, and (ii) the volume of Crude Oil in transit by pipeline as determined by the records of each Pipeline Operator. In the event that CVR fails to purchase such Crude Oil in accordance with the terms of this Section 16.1, Gunvor shall be entitled to sell the Crude Oil and such sale shall be treated as a Third-Party Sale Transaction.

**16.2 Close Out of Transactions Under the Agreement.** Upon the occurrence of an Event of Default, the Performing Party shall, in its sole discretion, in addition to all other remedies available to it and without incurring any Liabilities to the Defaulting Party or to third parties, be entitled to designate a date not earlier than the date of such notice (the "Termination Date") on which all Transactions shall terminate. The Performing Party shall be entitled to close out and liquidate each Transaction at its market price, as determined by the Performing Party in a commercially reasonable manner as of the Termination Date, and to calculate an amount equal to the difference, if any, between the market price and the Transfer Price for each Transaction. The Performing Party shall aggregate the net gain or loss with respect to all terminated Transactions as of the Termination Date to a single dollar amount (the "Liquidation Amount"). The Performing Party shall notify the Defaulting Party of the Liquidation Amount due from or due to the Defaulting Party, after taking into account any Adequate Assurance (the "Termination Payment").

**16.3 Payment of Termination Payment.** As soon as reasonably practicable after the Termination Date, the Performing Party shall provide the Defaulting Party with a statement showing, in reasonable detail, the calculation of the Liquidation Amount and the Termination Payment. If the Defaulting Party owes the Termination Payment to the Performing Party, the Defaulting Party shall pay the Termination Payment on [\*\*\*]. If the Performing Party owes the Termination Payment to the Defaulting Party, the Performing Party shall pay the Termination Payment once it has reasonably determined all amounts owed by the Defaulting Party to it under all Transactions.

**16.4 Non-Exclusive Remedy.** The Performing Party's rights under this Article 16 shall be in addition to, and not in limitation or exclusion of, any other rights that it may have (whether by agreement, operation of law or otherwise), including any rights and remedies under the UCC; provided, however, that if the Performing Party elects to exercise its rights under Section 16.2, it shall do so with respect to all Transactions. The Performing Party may enforce any of its remedies under this Agreement successively or concurrently at its option. No delay or failure on the part of a Performing Party to exercise any right or remedy to which it may become entitled on account of an Event of Default shall constitute an abandonment of any such right, and the Performing Party shall be entitled to exercise such right or remedy at any time during the continuance of an Event of Default. All of the remedies and other provisions of this Article 16 shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, in equity, under contract or otherwise).

## ARTICLE 17

### INDEMNIFICATION AND CLAIMS

**17.1 Gunvor's Duty to Indemnify.** To the fullest extent permitted by Applicable Law and except as specified otherwise elsewhere in this Agreement, Gunvor shall defend, indemnify and hold harmless CVR, its direct or indirect parents, 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 Gunvor

of any covenant, or obligation contained herein or otherwise made in connection herewith or any representation or warranty of Gunvor made herein or in connection herewith proving to be false or misleading, (ii) Gunvor's (A) purchase, handling, storage, transportation, or sale of any Crude Oil or the products thereof, or (B) handling, storage or transportation of Gathered Crude or CVR Transition Volumes (as applicable), (iii) any failure by Gunvor to comply with or observe any Applicable Law, (iv) Gunvor's negligence or willful misconduct, or (v) 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 before a 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 CVR, its Affiliates or any of their respective employees, representatives, agents or contractors (other than Gunvor or its Affiliates).

17.2 **CVR's Duty to Indemnify.** To the fullest extent permitted by Applicable Law and except as specified otherwise elsewhere in this Agreement, CVR shall defend, indemnify and hold harmless Gunvor, its direct and indirect parents, 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 CVR of any covenant or obligation contained herein or otherwise made in connection herewith or any representation or warranty of CVR made herein or in connection herewith proving to be false or misleading, (ii) CVR's handling, storage or refining of any Crude Oil, Gathered Crude, CVR Transition Volumes or the products of any of the foregoing, (iii) CVR's contracts or agreements with third parties for the purchase or transportation of Gathered Crude or CVR Transition Volumes, (iv) CVR's negligence or willful misconduct, (v) any failure by CVR to comply with or observe any Applicable Law, or (vi) injury, disease, or death of any person or damage to or loss of any property, fine or penalty, any of which is caused by CVR 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 Gunvor, its Affiliates or any of their respective employees, representatives, agents or contractors.

17.3 **Notice of Indemnity Claim.** The Party to be indemnified (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") as soon as practicable after receiving notice of any claim, demand, suit or proceeding brought against it which may give rise to the Indemnifying Party's obligations under this Agreement (such claim, demand, suit or proceeding, a "**Indemnification Claim**"), and shall furnish to the Indemnifying Party the complete details within its knowledge. Any delay or failure by the Indemnified Party to give notice to the Indemnifying Party shall not relieve the Indemnifying Party of its obligations except to the extent, if any, that the Indemnifying Party shall have been materially prejudiced by reason of such delay or failure.

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17.4 **Defense of Indemnity Claim.** The Indemnifying Party shall have the right to assume the defense, at its own expense and by its own counsel, of any Indemnification Claim; provided, however, that such counsel is reasonably acceptable to the Indemnified Party. Notwithstanding the Indemnifying Party's appointment of counsel to represent an Indemnified Party, the Indemnified Party shall have the right to employ separate counsel, and if the Indemnifying Party shall not have employed counsel to represent the Indemnified Party within a reasonable time after notice of the institution of such Indemnification Claim, the Indemnifying Party shall bear the reasonable fees, costs and expenses of such separate counsel. If requested by the Indemnifying Party, the Indemnified Party agrees to reasonably cooperate with the Indemnifying Party and its counsel in contesting any claim, demand, or suit that the Indemnifying Party defends, including, if appropriate, making any counterclaim or cross-complaint. All costs and expenses incurred in connection with the Indemnified Party's cooperation shall be borne by the Indemnifying Party. Each party shall keep the other party reasonably informed of any proceedings related to the Indemnification Claim.

17.5 **Settlement of Indemnity Claim.** No claim or action underlying any Indemnification Claim may be settled or compromised (i) by the Indemnified Party without the consent of the Indemnifying Party or (ii) by the Indemnifying Party without the consent of the Indemnified Party. The mere purchase and existence of insurance does not reduce or release either Party from any liability incurred or assumed under this Agreement.

**ARTICLE 18**  
**LIMITATION ON DAMAGES**

Except as otherwise expressly provided in this Agreement, the Parties' liability for damages is limited to direct damages only, 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. Each Party acknowledges the duty to mitigate damages hereunder.

**ARTICLE 19**  
**AUDIT RIGHTS**

During the Term, either 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 that relate to this Agreement, including for the avoidance of doubt, Third-Party Contracts. Notwithstanding the foregoing, in no event shall either Party have any obligation to share with the other Party any books and records for transactions other than Transactions under this Agreement.

**ARTICLE 20**  
**CONFIDENTIALITY**

**20.1 Confidentiality Obligation.** The Parties agree that the specific terms and conditions of this Agreement and any information exchanged between the Parties under this Agreement are confidential and shall not disclose them to any third-party, except (a) as may be required by court order, Applicable Laws or a Governmental Authority or (b) to such Party's or its Affiliates' employees, auditors, directors, consultants, banks, financial advisors, rating agencies, insurance companies, insurance brokers and legal advisors. All information subject to this confidentiality obligation shall only be used for

26

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purposes of and with regard to this Agreement and shall not be used by either CVR or Gunvor for any other purpose. Gunvor acknowledges that pursuant to this Agreement it will be receiving material nonpublic information with regard to CVR Energy, Inc. and will be prohibited from trading in CVR Energy's, Inc. shares while in possession of such information, as U.S. securities laws prohibit trading shares of a company while in possession of material nonpublic information. The confidentiality obligations under this Agreement shall survive termination of this Agreement for a period of one (1) year following the Termination Date. Notwithstanding anything to the contrary herein, the Parties agree that this Agreement may be filed at the SEC with any redactions therein, that may be requested by CVR (after consultation with Gunvor) and accepted by the SEC. Nothing in this Agreement, including restrictions on the use of Confidential Information, shall be construed to create a standstill or any other restriction whatsoever on the ability of a party or its affiliates or owners to purchase or sell securities or other instruments of companies, purchase or sell any companies substantially in their entirety (whether by merger, asset sale or otherwise), purchase or sell assets of any companies, provide financing to any companies or conduct any activities in the ordinary course of its business.

**20.2 Disclosure.** In the case of disclosure covered by Section 20.1(a) and if the disclosing Party's counsel advises that it is permissible to do so, the disclosing Party shall notify the other Party in writing of any proceeding of which it is aware that may result in disclosure and use reasonable efforts to prevent or limit such disclosure at the disclosing Party's cost. 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.

**20.3 Tax Matters.** Notwithstanding the foregoing, each Party agrees that it and its Affiliates and their directors, officers, employees, agents or attorneys may disclose to any and all persons the structure and any of the tax aspects of this Agreement transaction that are necessary to describe or support any U.S. federal income tax benefits that may result therefrom, or any materials relating thereto, that either Party has

provided or will provide to the other Party and its Affiliates and their directors, officers, employees, agents or attorneys in connection with this Agreement, except where confidentiality is reasonably necessary to comply with Applicable Laws.

**ARTICLE 21**  
**GOVERNING LAW**

21.1 **Choice of Law.** This Agreement shall be governed by, construed and enforced under the laws of the State of Texas without giving effect to its conflicts of laws principles.

21.2 **Jurisdiction.** Each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of any federal court of competent jurisdiction situated in Houston, Texas, or, if any federal court declines to exercise or does not have jurisdiction, in any Texas state court in Harris County (without recourse to arbitration unless both Parties agree in writing). 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.

21.3 **Waiver.** 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.

27

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**ARTICLE 22**  
**ASSIGNMENT**

22.1 **Successors.** This Agreement shall inure to the benefit of and be binding upon any successor to the Parties, their respective Company. This Agreement shall inure to the benefit of the Grantee's beneficiaries, heirs, executors, administrators, successors and permitted assigns.

22.2 **No Assignment.** Neither Party shall assign this Agreement or its legal representatives. All obligations imposed upon the Grantee and all rights or interests hereunder in whole or in part, or delegate its obligations hereunder in whole or in part, without the express written consent, which consent shall not be unreasonably withheld, of the other Party except in the case of assignment to an Affiliate if (a) such Affiliate assumes in writing all of the obligations of the assignor and (b) the assignor provides the other Party with evidence of the Affiliate's financial responsibility at least equal to that of the assignor. Further, no consent shall be required for transfer of an interest in this Agreement by merger provided that the transferee entity (x) assumes in writing all the obligations of the transferor and (y) provides the other Party with evidence of financial responsibility at least equal to that of the transferor.

22.3 **Null and Void.** Any attempted assignment in violation of this Article 22 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 granted to the Party attempting such assignment.

22.4 **Assignment of Claims.** If a dispute, claim or controversy should arise hereunder between Gunvor and any Counterparty and Gunvor is unwilling to contest or litigate such matter, the Parties shall agree to an assignment of Gunvor's rights and interests as necessary to allow CVR to contest, litigate or resolve such matter by a mutually acceptable alternative means that will allow CVR to pursue the claim.

**ARTICLE 23**  
**NOTICES**

All invoices, notices, requests, and other communications given pursuant to Company under this Agreement shall be final, binding and conclusive upon the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives.

**16. Resolution of Disputes.**

Any dispute or disagreement which may arise under, or as a result of, or in writing and sent by overnight mail any way relate to, the interpretation, construction or electronic mail. A notice application of this Agreement shall be deemed to have been received upon receipt in the case of a notice sent by overnight mail or one (1) full Business Day after the date of transmittal via email (if confirmed determined by the notifying Party's transmission report), Board or Committee (in its sole and absolute discretion). Any determination made hereunder shall be final, binding and conclusive on the following Business Day if received after 5:00 p.m. CT, at Grantee and the respective Party's address set forth below and to the attention of the person or department indicated. A Party may change its address by giving written notice in accordance with this Article 23, which notice is effective upon receipt. Company for all purposes.

[signature page follows]

28

CVR Energy, Inc. Incentive Unit Award – Executive – Page 6

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IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

The address for notices or other communications to  
CVR is:

The address for notices or other communications to Gunvor is:

Name: CVR Supply & Trading, LLC

Name:  
Gunvor  
USA  
LLC

**All Notices:**

Address: 2277 Plaza Drive  
Suite 500  
Sugar Land, TX 77479  
Attn: SVP – Crude  
Phone: [\*\*\*]  
Email: [\*\*\*] ENERGY, INC.

**All Notices:**

Address: 600 Travis Street  
Suite 6500  
Houston, TX 77002  
Attn: Crude Operations  
Phone: [\*\*\*]  
Email: [\*\*\*] GRANTEE

With a copy to:

With a copy to:

Address: 2277 Plaza Drive, By:  
Suite 500  
Sugar Land, TX 77479  
Attn: Legal Services  
Phone: [\*\*\*]  
Email: [\*\*\*] Title:

Address: 600 Travis Street Name:  
Suite 6500  
Houston, TX 77002  
Attn: Legal  
Phone: [\*\*\*]  
Email: [\*\*\*]

**NO WAIVER, CUMULATIVE REMEDIES**

Exhibit 10.11.5

**Execution Version**

**CVR ENERGY, INC.**  
**INCENTIVE UNIT AGREEMENT**

**24.1 THIS INCENTIVE UNIT AGREEMENT** (this "No Waiver Agreement, The failure") is made as of [--] (the "Grant Date"), between CVR Energy, Inc., a Party hereunder to assert a right or enforce an obligation Delaware corporation (the "Company"), on behalf of the other Party shall employing entity of the Grantee, and the individual grantee designated on the signature page hereof (the "Grantee").

WHEREAS, the board of directors of the Company (the "Board") or the compensation committee (the "Committee") of the Board is responsible for establishing, reviewing and approving incentive compensation in order to provide an additional incentive to certain of the officers and employees of the Company and its "Subsidiaries" (as defined in Rule 12b-2 of the Exchange Act), and may delegate its authority to the Company to approve such additional incentive to certain employees; and

WHEREAS, the Board, the Committee or the Company, as applicable, has authorized the grant of Incentive Units (as defined herein) to the Grantee as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Grant of Incentive Units.**

(a) The Company hereby grants to the Grantee, and the Grantee hereby accepts from the Company on the terms and conditions set forth in this Agreement and the 2007 LTIP (as defined below), an award of [--] Incentive Units. Subject to the terms and conditions of this Agreement and the 2007 LTIP, each "Incentive Unit" described herein represents the right of the Grantee to receive, for each Incentive Unit that becomes vested, one Share for each Incentive Unit or a cash payment equal to the average closing price of one Share for the 10 trading days preceding the applicable Vesting Date (as defined herein), as determined by the Board in its sole discretion and pursuant to Section 2 or Section 3(a) or (b) below. The reference to the Incentive Units and Shares are used herein solely to calculate the cash payout, if any, to be awarded to the Grantee in accordance with this Agreement and the 2007 LTIP, and does not be deemed a waiver of such right create any separate rights with respect to Shares or obligation. The waiver by otherwise unless or until any Party of a breach of any provision of, Event of Default or Potential Event of Default under vested Incentive Units are settled in Shares.

(b) Except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall not operate or be construed have the same definitions as a waiver of any other breach of that provision or set forth in the Second Amended and Restated CVR Energy, Inc. 2007 Long Term Incentive Plan, 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.

**24.2 Cumulative Remedies.** Each and every right granted to the Parties under this Agreement or allowed to the Parties by law or equity, shall be cumulative and may be exercised amended from time to time in accordance with the terms thereof and applicable law. (the "2007 LTIP").

**ARTICLE 25**

**2. NATURE OF THE TRANSACTION AND RELATIONSHIP OF PARTIES Vesting Date.**

**25.1 No Partnership.** This Agreement The Incentive Units are unvested on and after the Grant Date and shall not be construed as creating a partnership, association, or joint venture between the Parties. It is understood that CVR is an independent contractor vest, with

complete charge of its employees respect to thirty-three and agents in the performance of its duties hereunder, and, except as specifically agreed to by the Parties, nothing herein shall be construed to make CVR, or any employee or agent of CVR, an agent or employee of Gunvor.

25.2 Nature one-third percent (33 – 1/3%) of the Transaction total number of Incentive Units granted hereunder, on [---], [---], and [---] (each such date, a “Although Vesting Date”), provided the Parties intend and expect that the transactions contemplated hereunder constitute purchases and sales of Crude Oil between

29 CVR Energy, Inc. Incentive Unit Award – Page 1

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them, Grantee continues to serve as an employee of the Company (or a Subsidiary thereof) from the Grant Date through the applicable Vesting Date.

### 3. Termination of Employment.

(a) In the event (i) of the Grantee's termination of employment with the Company or one of its Subsidiaries prior to any Vesting Date by reason of his or her death or Disability, or (ii) the Company exercises its right to cancel any Incentive Units under Section 13 of the 2007 LTIP while Grantee is employed by the Company or one of its Subsidiaries, then any Incentive Units scheduled to vest within twelve months from the date on which such event occurs shall become immediately vested, and all other Incentive Units shall be deemed forfeited and the Grantee shall have no rights with respect thereto.

(b) Any Incentive Units that do not become vested in connection with the Grantee's termination of employment in accordance with Section 3(a) of this Agreement shall be forfeited immediately upon the Grantee's termination of employment.

(c) To the extent any payments provided for under this Agreement are treated as “nonqualified deferred compensation” subject to Section 409A of the Code, (i) this Agreement shall be interpreted, construed and operated in accordance with Section 409A of the Code and the Treasury regulations and other guidance issued thereunder, (ii) if on the date of the Grantee's separation from service (as defined in Treasury Regulation §1.409A-1(h)) with the Company or one of its Subsidiaries the Grantee is a specified employee (as defined in Section 409A of the Code and Treasury Regulation §1.409A-1(i)), no payment constituting the “deferral of compensation” within the meaning of Treasury Regulation §1.409A-1(b) and after application of the exemptions provided in Treasury Regulation §§1.409A-1(b)(4) and 1.409A-1(b)(9)(iii) shall be made to the Grantee at any time prior to the earlier of (A) the expiration of the six (6) month period following the Grantee's separation from service or (B) the Grantee's death, and any such amounts deferred during such applicable period shall instead be paid in a lump sum to the Grantee (or, if applicable, to the Grantee's estate) on the first payroll payment date following the earlier of the expiration of such six (6) month period or, if applicable, the Grantee's death, and (iii) for purposes of conforming this Agreement to Section 409A of the Code, any reference to termination of employment, termination or separation from employment, resignation from employment or similar terms shall mean and be interpreted as a “separation from service” as defined in Treasury Regulation §1.409A-1(h). For purposes of applying Section 409A of the Code to this Agreement (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that the Grantee may be entitled to receive under this Agreement shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment.

### 4. Dividend Equivalent Rights

The Company hereby grants to the Grantee, and the Grantee hereby accepts from the Company, one “Dividend Equivalent Right” for each Incentive Unit granted herein equal to

CVR Energy, Inc. Incentive Unit Award – Page 2

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the cash value of all dividends declared and paid by the Company on one Share from the Grant Date to and including the Vesting Date, which cash value will be held uninvested and without interest, except that with respect to any dividends declared and paid by the Company in the form of Shares, in lieu of crediting the cash value of such dividend, the Board or the Committee may determine in its sole discretion, to credit a Dividend Equivalent Right that is based on the value of a Share and represents the right to receive a Share at the time of payment under Section 5 hereof. The reference to the cash value of such dividends is used herein solely to calculate the cash payout, if any, to be awarded in respect of such Dividend Equivalent Rights and does not create any separate rights with respect to the Dividend Equivalent Rights. The payment of Dividend Equivalent Rights will be deferred until and conditioned upon the underlying Incentive Units (whether in the form of Shares or cash) becoming vested pursuant to Section 2 or 3 hereof. Upon each Vesting Date, Dividend Equivalent Rights on all Incentive Units vesting on such date, with no interest thereon, shall become payable to the Grantee in accordance with Section 5 hereof. Notwithstanding anything in this Section 4 to the contrary, the Board or the Committee, may, in its sole discretion, elect to pay any Dividend Equivalent Right in the form of a Share or cash in accordance with Section 5 hereof.

**5. Payment Date.**

Within 15 business days following (i) each Vesting Date, (ii) if, prior to any Vesting Date, the Grantee's termination of employment with the Company or one of its Subsidiaries under circumstances described in Section 3(a), the date of such termination of employment, or (iii) if, prior to any Vesting Date, the cancellation of any Incentive Units pursuant to Section 13 of the 2007 LTIP while Grantee is employed by the Company or one of its Subsidiaries, the Company will deliver to the Grantee, as determined by the Board or the Committee in its sole discretion, either the number of Shares or the cash payment, as applicable, underlying the Incentive Units and Dividend Equivalent Rights (if any) that become vested pursuant to Sections 2, 3 or 4 of this Agreement.

**6. Adjustment Upon Changes in Capitalization.**

In the event of a Change in Capitalization, the Incentive Units shall be subject to adjustment in accordance with Section 12 of the 2007 LTIP.

**7. Incentive Compensation Recoupment.**

(a) In the event of a restatement of the Company's (or any of its Subsidiaries') financial results that would reduce (or would have reduced) the amount of any previously awarded Incentive Units to Grantee, any related outstanding Incentive Units will be cancelled or reduced accordingly as determined by the Board or Committee in its sole and absolute discretion. For Incentive Units that have been paid, the Grantee shall be obligated and required to pay over to the Company an amount equal to any gain realized by Grantee in respect of such Incentive Units.

CVR Energy, Inc. Incentive Unit Award – Page 3

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(b) The Board or the Committee may at any time, in its sole and absolute discretion, cancel, declare forfeited, rescind, or require the return of any outstanding Incentive Units (or a portion thereof) upon the Board or Committee determining, at any time (whether before or after the Grant Date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Company or its Subsidiaries the right to terminate the Grantee's employment for Cause. In addition, at any time following any payment in respect of the Incentive Units, the Board or Committee may, in its sole and absolute discretion, rescind any such payment and require the repayment of such amounts (or a portion thereof) upon the Board or Committee determining, at any time (whether

before or after the payment date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Company or its Subsidiaries the right to terminate the Grantee's employment for Cause.

(c) The Board's or Committee's determination that the Grantee has engaged in misconduct (including by omission), or that an event or condition has occurred, which, in each case, would have given the Company or its Subsidiaries the right to terminate the Grantee's employment for Cause, and its decision to require rescission of any payment made in respect of the Incentive Units, shall be conclusive, binding, and final on all parties. The Board's or Committee's determination that the Grantee has violated the terms of this Agreement (or any other agreement between Grantee and the Company or any of its affiliates), and the Board's or Committee's decision to cancel, declare forfeited, or rescind the Incentive Units (or any portion thereof) or to require rescission of any payment made in respect thereof shall be conclusive, binding, and final on all parties. In connection with any cancellation, forfeiture or rescission contemplated by this Section 7, the terms of repayment by the Grantee shall be determined in the Board's and/or Committee's sole and absolute discretion, which may include, among other terms, the repayment being required to be made (i) in one or more installments or payroll deductions or deducted from future bonus payments or (ii) immediately in a lump sum in the event that the Grantee incurs a termination of employment.

(d) To the extent not prohibited under applicable law, the Company, in its sole and absolute discretion, will have the right to set off (or cause to be set off) any transaction contemplated amounts otherwise due to the Grantee from the Company (or any of its affiliates) in satisfaction of any repayment obligation of the Grantee hereunder, provided that any such amounts are exempt from, or set off in a manner intended to comply with the requirements of, Section 409A of the Code.

(e) If the Company subsequently determines that it is reconstrued required by any court, bankruptcy trustee law to apply a "clawback" or similar authority alternate recoupment provision to constitute a loan from Gunvor the Incentive Units granted hereunder, under the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, then such clawback or recoupment provision also shall apply to such Incentive Units, as if it had been included on the effective date of this Agreement.

CVR then CVR Energy, Inc. Incentive Unit Award – Page 4

## 8. No Right to Continued Employment.

Nothing in this Agreement or the 2007 LTIP shall be deemed interpreted or construed to have pledged all Crude Oil (until such time as payment confer upon the Grantee any right with respect to continuance of employment by the Company or one of its Subsidiaries or Affiliates, nor shall this Agreement nor the 2007 LTIP interfere in respect of such Crude Oil has been made in accordance any way with the terms right of this Agreement) as security the Company or one of its Subsidiaries or Affiliates to terminate the Grantee's employment therewith at any time.

## 9. Withholding of Taxes.

The Grantee shall pay to the Company, or the Company and the Grantee shall agree on such other arrangements necessary for the performance Grantee to pay, the applicable federal, foreign, state and local income taxes required by law to be withheld (the "Withholding Taxes"), if any, upon the vesting or payment of CVR's obligations under this Agreement, and shall be deemed to have granted to Gunvor a first priority lien and security interest in such Crude Oil and all the proceeds thereof.

**25.3 No Authority. Neither Party** Incentive Units. The Company shall have the right or authority to negotiate, conclude or execute deduct from any contract or legal document with any third person on behalf payment of cash to the Grantee an amount equal to the Withholding Taxes in satisfaction of the other Party, Grantee's obligation to assume, create, pay Withholding Taxes.

## 10. Modification or incur Termination of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any liability terms or conditions may be waived, but only by a written instrument executed by the parties hereto; provided, however, that the Company may modify or amend this Agreement without the written consent of the Grantee to the extent that such action (i) does not materially impair the Grantee's rights or (ii) is necessary for compliance with an applicable law, regulation or exchange requirement that impacts this Agreement. No waiver by either party hereto of any kind, express or implied, against or in the name of the other Party, or to otherwise act as the representative of the other Party, unless expressly authorized in writing by the other Party, shall be deemed a waiver of similar or dissimilar provisions at the time or at any prior or subsequent time.

## ARTICLE 26

### **MISCELLANEOUS**

#### **26.11. Severability.**

Should any Article, Section, provision of this Agreement or the 2007 LTIP be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement or the 2007 LTIP, as applicable, shall not be affected by such holding and shall continue in full force in accordance with their terms.

#### **12. Governing Law.**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

CVR Energy, Inc. Incentive Unit Award – Page 5

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#### **13. Incorporation of the 2007 LTIP; Entire Understanding.**

This Agreement is subject to all the provisions of the 2007 LTIP, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may, from time to time, be promulgated and adopted pursuant to the 2007 LTIP. This Agreement (including the 2007 LTIP) embodies the entire understanding and agreement of the parties in relation to the subject matter hereof, and no promise, condition, representation or warranty, expressed or implied, not herein stated, shall bind either party hereto. Capitalized terms used, but not defined herein, shall have the meaning set forth in the 2007 LTIP. For the avoidance of doubt, the Incentive Units awarded hereunder are intended to qualify as "Restricted Stock Units" as described in the 2007 LTIP.

#### **14. Rights as Equity Holder.**

In no event whatsoever shall the Grantee possess any incidents of ownership in any equity of the Company, including Shares, with respect to the Incentive Units granted hereunder unless and until any such Incentive Units are settled in Shares. Notwithstanding any provision herein to the contrary, the Company has no obligation to deliver any Shares except as may be determined in the sole discretion of the Board or the Committee.

#### **15. Successors in Interest.**

This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives. All obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives.

**16. Resolution of Disputes.**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined to be null by the Board or Committee (in its sole and void, voidable or invalid by a court of competent jurisdiction, then for such period that the same is void or invalid, it absolute discretion). Any determination made hereunder shall be deemed to be deleted from this Agreement final, binding and conclusive on the Grantee and the remaining portions of this Agreement shall remain in full force and effect. Company for all purposes.

**26.2 Entire Agreement.** The terms of this Agreement constitute the entire agreement between the Parties with respect to the matters set forth in this Agreement, supersedes all prior representations, agreements and understandings 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 a duly authorized representative of each Party.

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

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

**26.5 No Third-Party Beneficiary.** 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.

**26.6 Survival.** All confidentiality, payment, and indemnification obligations (including the payment and indemnification obligations that arise out of termination) shall survive the expiration or termination of this Agreement.

**26.7 Counterparts.** This Agreement may be executed by the Parties in separate counterparts and initially delivered by electronic mail or otherwise, with original [signature pages to follow and all such counterparts shall together constitute one and the same instrument].

**26.8 FCPA.** Each Party will comply strictly with the United States Foreign Corrupt Practices Act (the "FCPA") and all anti-corruption laws and regulations of any country in which a Party performs obligations related to this Agreement. In furtherance of [page follows]

30

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each Party's FCPA compliance obligations, at no time during the continuance of this Agreement, will either Party pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. Each Party represents and warrants that: (i) it is not owned or controlled by, or otherwise affiliated with, any government, or any department, agency, or instrumentality of any government; and (ii) none of its officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government. Each Party acknowledges and agrees that breach of this Section by one Party will be grounds for termination of this Agreement by the other Party.

[SIGNATURE PAGES FOLLOW]

31

CVR Energy, Inc. Incentive Unit Award – Page 6

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

CVR ENERGY, INC.

GRANTEE

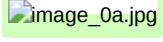
By:

Name:

Title:

[Signature Page to Incentive Unit Agreement]

Exhibit 19.1

	POLICY   CORPORATE   BUSINESS CONDUCT		
	<i>Subject:</i> <b>Insider Trading Policy</b>	<b>Policy #: 1-003</b>	<b>Rev #: 4</b>

Gunvor USA LLC

*This document is confidential and proprietary and is solely for use within CVR Energy, Inc. (the "CVR Energy" or the "Company") and its subsidiaries and not to be provided to third-parties unless (i) there is a professional duty to disclose the information (such as to external auditors), (ii) disclosure is required by legal or judicial process, law, regulation, or pursuant to any government agency or securities exchange, or (iii) disclosure is approved in writing in advance by the Compliance Officer.*

By: /s/ David Garza      By: /s/ Thomas Smith

## 1. PURPOSE

This Insider Trading Policy (this "**Policy**") is intended to prevent both intentional and unintentional acts of prohibited insider trading with respect to securities of CVR Energy, CVR Partners, LP ("**CVR Partners**") and Icahn Enterprises L.P. ("**IEP**"), and thereby to promote compliance with applicable securities laws by CVR Energy and its Insiders (defined below). Violations of insider trading laws, inadvertent or otherwise, can result in severe civil and criminal penalties for the individuals involved, as well as for the Company and its management. Violations, or even the allegation or appearance of an improper transaction, can also damage the Company's reputation for integrity and professionalism. Because of the opportunity to profit from information obtained while serving as a Director (defined below), officer or employee of the Company and its subsidiaries, this Policy continues to apply to any such persons for the period of six months after they terminate their affiliation with the Company.

If you have any questions after reviewing this Policy, you should consult the Company's Compliance Officer at [corporatecompliance@cvrpartners.com](mailto:corporatecompliance@cvrpartners.com).

**Every Covered Person must read and retain this Policy and must sign and return to the Compliance Officer the acknowledgement of this Policy attached hereto as Exhibit A. You may periodically be asked to re-acknowledge your compliance with this Policy.**

## SECTION I: POLICY ON INSIDER TRADING

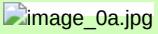
Title: President      Title: Regional CFO - Americas

### A. POLICY

Date: December 21, 2023      Date: December 21, 2023 The Company prohibits any Insider who possesses material, nonpublic information concerning the Company, CVR Partners, IEP or any other company with which the Company is dealing or proposes to deal (such as customers, suppliers or acquisition candidates) (any such other company, an "**Other Company**"), from:

Page #	1 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

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	POLICY   CORPORATE   BUSINESS CONDUCT		
	Subject:	Insider Trading Policy	Policy #: 1-003 Rev #: 4

1. Buying or selling, either directly or indirectly, the securities of CVR Energy, CVR Partners or IEP (other than pursuant to a Qualified Rule 10b5-1(c) Trading Plan, as described below) or of such Other Company, either personally or on behalf of others, until expiration of the Waiting Period (defined below) and, with respect to Covered Persons, pre-clearance of such transaction has been received in accordance with Section III of this Policy; or
2. Communicating such information, either directly or indirectly, to any person, except to Company personnel or authorized agents

of the Company who need to know such information to fulfill their responsibilities to the Company; or

3. Recommending or otherwise advising that any person should purchase or sell the securities of CVR Supply & Energy, CVR Partners, IEP or such Other Company.

No Covered Person shall purchase, sell or otherwise transfer any securities of CVR Energy, CVR Partners or IEP during any Blackout Period (defined below) other than pursuant to a Qualified Rule 10b5-1(c) Trading LLC Plan, as described in this Policy.

This Policy does not intend to prohibit or restrict ordinary course activities in compliance with applicable law. Therefore, notwithstanding anything herein to the contrary, to the extent any Director or officer of the Company is affiliated with (but does not control) an investment banking firm, private equity firm, commercial bank or other similar entity, nothing in this Policy shall be deemed to restrict such firm or entity and its affiliates from engaging in any banking, brokerage, trading, market making, hedging, arbitrage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, lending, underwriting, asset management, principal investing and other activities conducted in the ordinary course of their or their affiliates' business in compliance with applicable law, including without limitation buying and selling Company, CVR Partners or IEP securities, entering into derivatives transactions regarding or shorting Company, CVR Partners or IEP securities, serving as a lender, underwriter or market maker or issuing research with respect to Company, CVR Partners or IEP securities or making investments in or entering into other transactions with companies in the same or similar lines of business as the Company, CVR Partners or IEP.

It is also the policy of the Company that the Company will not engage in transactions in securities of the Company, CVR Partners or IEP on the basis of material, nonpublic information relating to such entity.

## B. SCOPE OF THE POLICY

This Policy applies to transactions involving securities of CVR Energy, CVR Partners, IEP or any Other Company, in which any Insider has an interest, whether direct or indirect, to the extent such person can direct or

Page #	2 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
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CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT	
	Subject:	Policy #: 1-003
	<b>Insider Trading Policy</b>	Rev #: 4

influence investment decisions with respect to such securities. The term “**securities**” as used herein also includes (1) any CVR Energy stock options or comparable CVR Partners or IEP securities exercisable in a cashless exercise through a broker (i.e., selling the shares to be received upon exercise of the option or comparable security in order to pay the exercise price); (2) any securities acquired through exercise of CVR Energy stock options or other rights under the Company’s Long-Term Incentive Plan or comparable CVR Partners or IEP securities; (3) any securities of CVR Energy, CVR Partners or IEP held in retirement or other benefit plans, such as 401(k) Plans or stock purchase plans; and (4) any put, call, straddle, option, right or privilege with respect thereto or a group or index of securities including the security in question. Such securities and all such derivative securities or instruments are covered by this Policy without regard to whether any of them are traded on an exchange, in the over-the-counter market, or are otherwise publicly traded in any recognized securities market.

This Policy does not apply to the Controlling Person (defined below), or to any of Controlling Person’s subsidiaries and affiliates, other than Company and its subsidiaries or as otherwise specified herein. Moreover, the Controlling Person is responsible for assuring his compliance with insider trading laws and, notwithstanding anything to the contrary in this Policy, this Policy is not intended to restrict in any way the ability of the Controlling Person or any of his subsidiaries and affiliates, other than Company and its subsidiaries or as otherwise specified herein, to conduct, directly or indirectly, transactions in the securities of Company and its subsidiaries otherwise permitted by law.

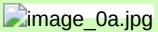
### C. UNDERSTANDING THE POLICY

By: /s/ Charles Douglas Johnson1. **Insider.** For purposes of this Policy, the concept of “**Insider**” is very broad and includes the Directors, officers and employees of the Company and its subsidiaries and their respective Related Persons and controlled persons, as well as Temporary Insiders. A person can be a “**Temporary Insider**” if he or she has a special confidential relationship with the Company resulting in access to material, nonpublic information. A Temporary Insider can include, among others, a company’s attorneys, accountants, consultants, and bank lending officers. For the avoidance of doubt, “**Insider**” specifically excludes the Controlling Person. For the avoidance of doubt, Covered Persons are Insiders.

Title: EVP & Chief Commercial Officer2. **Nonpublic Information.** Information is “**nonpublic**” until it has been effectively communicated to the marketplace and becomes generally available to the public. Information you learn in connection with your employment or the services you render to the Company about the business or plans of the Company or its subsidiaries, CVR Partners, IEP or an Other Company, should be considered nonpublic if it does not meet this standard. In order for information to be considered “generally available to the public,” and therefore no longer “**nonpublic**” for purposes of this Policy, it must have been released through

Page #	3 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT		
<b>Subject:</b>			
<b>Insider Trading Policy</b>			Policy #: 1-003 Rev #: 4

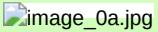
appropriate public media in a manner designed to achieve broad dissemination to the investing public generally and without favoring any special persons or groups (such as disclosure in a widely disseminated press release or disclosure in an Annual Report on Form 10-K, a Quarterly Report on Form 10-Q or a Current Report on Form 8-K of the Company, CVR Partners, IEP or an such Other Company, as the case may be).

Date: 12/21/20233. **Material Information.** **“Material”** information generally means information that a reasonable investor is substantially likely to consider important in making his or her investment decisions, or information that is reasonably certain to have a substantial effect on the price of a company's securities. Information need not alone determine an investor's decision in order to be **“material”**; there need only be a substantial likelihood that a reasonable investor will view disclosure of the information in question as having significantly altered the total mix of information previously available. It is also important to bear in mind that information need not be a historical or certain fact to be material. Data or events that are uncertain or contingent can be material depending upon a balancing of their magnitude and likelihood of occurrence. Although it is not possible to list all types of information that may be **“material”**, information concerning the following events could be **“material”** for purposes of this Policy: annual or quarterly earnings, annual or quarterly revenue, forecasts of revenues, expenses or earnings, liquidity, cash flow, significant unexpected or unusual gains or losses, dividend changes and other significant financial information; merger, acquisition, disposition of assets or joint venture discussions, significant proposals or agreements; significant new contracts or business relationships; new product announcements of a significant nature; significant pricing changes; significant changes in management; significant cybersecurity incidents or other significant disruptions in the Company's operations; major changes in accounting methods or policies; and major litigation. This list is not exhaustive; other types of information may be material at any particular time, depending upon all the circumstances.

4. **Blackout Periods.** Covered Persons may not buy or sell CVR Energy, CVR Partners or IEP securities during the period that begins at the end of the day on the last day of each quarter and ends two full trading day after the release of, as applicable, CVR Energy's, CVR Partners' or IEP's earnings for that quarter (“*Quarterly Blackout Periods*”). CVR Energy may also, in its sole discretion, impose blackout periods from time to time in connection with specific material developments. In such events, the Compliance Officer may notify particular individuals that they should not engage in any transactions involving the purchase or sale of CVR Energy, CVR Partners or IEP securities, and, if you are so notified, you should not disclose this to others. Depending on the circumstances, these trading blackouts may be announced or unannounced. If unannounced, an individual will be informed of the blackout when he or she contacts the Compliance Officer to seek clearance of a transaction. **“Blackout Periods”** as used in this Policy includes Quarterly Blackout Periods and any other blackout period that may be imposed by the Company, in its sole discretion. Trading outside of the Blackout Periods should **NOT** be considered a “safe harbor,” and any Covered Person with material, nonpublic information concerning

Page #	4 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT	
	<b>Subject:</b> <b>Insider Trading Policy</b>	<b>Policy #: 1-003</b> <b>Rev #: 4</b>

CVR Energy, CVR Partners or IEP should not engage in transactions in CVR Energy, CVR Partners or IEP securities, as applicable, until expiration of the Waiting Period.

5. **Waiting Periods.** Public investors must be afforded a reasonable waiting period after material, nonpublic information is made publicly available before Insiders who are in possession of such information (or have reason to know that the Company is in possession of such information) may purchase or sell securities covered by this Policy. The purpose of this waiting period is to enable public investors to receive the information, evaluate it, formulate plans to buy, sell or hold their securities, convey their decision to their broker and have their trades executed. While the length of what is a reasonable waiting period may vary depending upon the relevant circumstances, the Waiting Period under this Policy shall expire after the second full trading day after the day on which the information in question was made publicly available.
6. **Qualified Rule 10b5-1(c) Trading Plans.** The securities laws allow an affirmative defense from insider trading liability for transactions pursuant to a written trading plan that meets the requirements of Rule 10b5-1 ("Rule 10b5-1") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). To be a "Qualified Rule 10b5-1 Trading Plan" under this Policy, such plan must satisfy the requirements of Rule 10b5-1 (including but not limited to having been entered into in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 and providing for a cooling off period as required in Rule 10b5-1) and must have been approved in advance by the Compliance Officer, including under the preclearance requirements set forth in Section III of this Policy. Transactions under Qualified Rule 10b5-1 Plans can be completed during Blackout Periods and at other times when the individual in question possesses material, nonpublic information, and they are not subject to pre-clearance requirements. Any change in a Qualified Rule 10b5-1(c) Trading Plan is deemed to be the creation of a new contract, instruction, or plan that must satisfy the requirements described above, including the pre-approval requirement, in order for such contract, instruction, or plan to qualify as a Qualified Rule 10b5-1(c) Trading Plan.

#### D. PENALTIES FOR POLICY VIOLATIONS

A person who violates federal law or this Policy, even if they did not profit from the trading, may be subject to severe civil and criminal liability and penalties, including imprisonment, which may be sought by the U.S. Securities and Exchange Commission ("SEC"), the Department of Justice or private litigants. Additionally, persons who, at the time of the violation, directly or indirectly "controlled" the person who committed the violation may also be civilly liable. The potential liability of a person with such control is particularly important

for the Company, because the Company (and possibly Directors and certain officers of the Company) may be considered to "control" CVR Energy employees for this purpose. In view of the potential

Page #	5 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT		
	Subject:	Insider Trading Policy	Policy #: 1-003 Rev #: 4

legal exposure faced by the Company, as well as the potential for significant damage to its business and public relations, the Company insists upon strict compliance with this Policy. Failure to comply with this Policy is serious misconduct and may result in significant sanctions, up to and including termination of employment by, or other affiliation with, the Company.

## SECTION II: PRECLEARING TRANSACTIONS

### A. PRE-CLEARANCE PROCEDURES FOR COVERED PERSONS

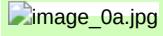
Prior to effecting any transactions in CVR Energy, CVR Partners or IEP securities (including but not limited to buying or selling securities on behalf of yourself or others, establishing standing and limit orders, establishing a dividend reinvestment order, exercising stock options or establishing a contract, instruction or plan that, upon receipt of such clearance, qualifies as a Qualified Rule 10b5-1(c) Trading Plan), all Covered Persons must:

1. Complete and return to the Compliance Officer the Trading Request Form attached as [Exhibit B](#);
2. Certify that such Covered Person has no material, nonpublic information that would prohibit trading under this Policy; and
3. Obtain prior written clearance from the Compliance Officer.

If cleared, any such clearance only applies to the transaction, contract, instruction or plan described in the request for clearance and will only be good for five business days, unless earlier revoked by the Company, except that any such clearance of a Qualified Rule 10b5-1(c) Trading Plan will be good for the duration of such Qualified Rule 10b5-1(c) Trading Plan. Clearance of a proposed transaction or trading plan may take one or two business days and you should plan accordingly. The Company will strive not to approve any proposed transaction, contract, instruction or plan that would violate the Policy or that the Company deems (in its sole discretion) could embarrass you or the Company, even if based on undisclosed information concerning the Company you might not possess. However, clearance is **ONLY** under this Policy, **ISNOT** clearance from the SEC and **DOES NOT** constitute legal advice (including but not limited to advice on whether you had material, nonpublic information at the time of your transaction, contract, instruction or plan). **Accordingly, even if you are cleared, you bear the ultimate responsibility for adhering to this Policy and avoiding improper trading.**

Page #	6 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

**CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY**

	POLICY   CORPORATE   BUSINESS CONDUCT		
	Subject:	Policy #: 1-003	
	<b>Insider Trading Policy</b>		Rev #: 4

### SECTION III: COMPLYING WITH THE POLICY

The Company has established the following procedures to aid you in complying with the Policy and the law.

#### A. DO NOT TRADE WHILE YOU POSSESS MATERIAL, NONPUBLIC INFORMATION

You must not trade in the securities of CVR Energy, CVR Partners or IEP (other than pursuant to a Qualified Rule 10b5-1(c) Trading Plan) or of an Other Company, or attempt to establish a contract, instruction or plan that is intended to qualify as a Qualified Rule 10b5-1(c) Trading Plan, as long as you possess material, nonpublic information unless it is no longer considered material or becomes public and the prescribed Waiting Period has expired, and if you are a Covered Person, you have obtained prior written approval under this Policy.

## B. RESTRICT ACCESS TO MATERIAL, NONPUBLIC INFORMATION

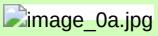
Material, nonpublic information about the Company and its operations is proprietary to the Company. You must not disclose material, nonpublic information about the Company, CVR Partners or IEP or an Other Company to others who do not need to know it for legitimate business reasons of the Company. You must also take care that the material, nonpublic information is secure. For example, you should restrict access to physical and computer files containing material, nonpublic information. To avoid even the appearance of impropriety, you should at all times refrain from providing advice or making recommendations regarding the purchase or sale of CVR Energy, CVR Partners or IEP securities or the securities of an Other Company. *If you communicate material, nonpublic information that someone else uses to trade illegally in CVR Energy, CVR Partners or IEP securities or the securities of an Other Company, legal penalties may be applicable whether or not you personally derive any benefit from the illegal trading.*

## C. AVOID SPECULATION

Investing in CVR Energy, CVR Partners or IEP securities provides an opportunity to share in the future growth of each company. However, short-range speculation based on fluctuations in the market price of CVR Energy, CVR Partners or IEP securities may put the personal gain in conflict with the best interests of CVR

Page #	7 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT		
Subject:	Insider Trading Policy	Policy #: 1-003	Rev #: 4

Energy and its shareholders. Directors and Section 16 reporting persons are prohibited from selling CVR Energy, CVR Partners or IEP securities "short," and we recommend all employees follow this practice. We also strongly recommend that Insiders not (1) trade in exchange-traded or other third-party options, warrants, puts and calls or similar instruments on CVR Energy, CVR Partners or IEP securities, (2) hold CVR Energy, CVR Partners or IEP securities in margin accounts, or (3) conduct "sales against the box" (i.e., selling of borrowed securities when you own sufficient shares to cover the sale).

## SECTION IV: OTHER OBLIGATIONS

To the extent you are a Covered Person, the securities laws may impose on you certain filing requirements and liabilities to the Company for profits from short-swing trading.

## A. FILING REQUIREMENTS

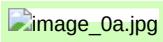
**Schedules & Exhibits1. Section 16 Filings.** All Directors and Section 16 reporting persons (as designated by the Board of Directors) of CVR Energy must file certain reports electronically with the SEC concerning their holdings, and the changes therein. If you are required to file such reports and fail to timely file the same, then the Company must disclose such failure in the proxy statement it annually distributes to stockholders, and you and the Company could suffer penalties. So that the Company can assist you with your filing obligations, please report any transaction no later than the day in which it has occurred by notifying the Compliance Officer at [corporatecompliance@cvrenergy.com](mailto:corporatecompliance@cvrenergy.com). **Notwithstanding the Company's willingness to assist you with your filings, please remember that the reporting obligation is ultimately yours.**

**2. Short-Swing Profit Liability.** Section 16(b) of the Exchange Act requires you to pay over to the Company or IEP (as applicable) any profit gained from short-swing trading in CVR Energy or IEP securities. Generally, a short-swing trade will have been occurred if you acquired and disposed of CVR Energy securities (or vice-versa) within a six-month period in transactions that are not exempt from short-swing profit liability. Section 16(b) generally applies to all CVR Energy and IEP securities in which you have an economic interest, whether the securities are directly or indirectly owned (and potentially including CVR Energy or IEP securities held by others such as your spouse and dependent children). The grant and the exercise of options, although reportable under Section 16(a), are exempt from short-swing profit liability. You are subject to potential short-swing profit liability for as long as you are subject to the Section 16(a) reporting requirements, which could continue for a period of time after you cease to be a Director or officer.

Omitted pursuant

Page #	8 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT		
	Subject:	Policy #: 1-003	
	Insider Trading Policy		Rev #: 4

3. **Section 13 Filings.** Under Section 13 of the Exchange Act you are required to Item 601(a)(5) report on Schedule 13D your ownership of Regulation S-K CVR Energy, CVR Partners or IEP securities when you become the beneficial owner of more than five percent of such securities. Significant changes in such ownership must also be reported in an amendment to the Schedule 13D. Beneficial ownership for this purpose means the power to vote, or direct the vote of, securities or the power to dispose, or direct the disposition of, securities. You may report such ownership, or changes in such ownership, on a short form Schedule 13G if you acquire your shares prior to the time the Company became a reporting company under the Exchange Act or if you are considered a passive investor.

And

4. **Rule 144 Filings and Other Requirements.** You must comply with the requirements imposed by Rule 144 ("Rule 144") under the Securities Act of 1933, as amended, on your transactions in CVR Energy securities and, if you are an "Affiliate" of the Company (as defined under Rule 144), you will be subject to Rule 144 filing requirements. You are obligated to understand and comply with all requirements and limitations under Rule 144 that may be applicable to you.

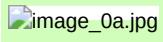
## SECTION V: DEFINITIONS

For purposes of this Policy, the following terms shall mean:

1. **"Controlling Person"** means Carl C. Icahn.
2. **"Covered Persons"** means the Directors, officers and certain employees of the Company and its subsidiaries who, in the judgment of management, regularly come into contact with material, nonpublic information, and their respective Related Persons and controlled persons. For the avoidance of doubt, **"Covered Persons"** specifically excludes the Controlling Person and any of Controlling Person's subsidiaries and affiliates, other than the Company and its subsidiaries.
3. **"Director"** means members of the Board of Directors of CVR Energy, Inc.
4. **"Related Person"** means, for purposes of this Policy, your spouse, minor children and anyone else living in your household, partnerships in which you are a general partner, trusts of which you are a trustee, and estates of which you are an executor.
5. **"Waiting Period"** means until at least two full trading days have elapsed following the authorized public disclosure of such information.

Page #	9 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	POLICY   CORPORATE   BUSINESS CONDUCT		
<b>Subject:</b>			
<b>Insider Trading Policy</b>			Policy #: 1-003
			Rev #: 4

#### EXHIBIT A

##### INSIDER TRADING POLICY ACKNOWLEDGEMENT

I have read and understand the applicability of the CVR Energy, Inc. Insider Trading Policy to me and my Related Persons, including Blackout Periods set forth therein, and agree to comply with such Policy. Furthermore, I have acted in compliance with this Policy since the date of my last certification, or if this is my first certification, since becoming a Covered Person. I will continue to comply with this Policy for so long as I am subject to this Policy.

Signature:

Name (please print):

Date:

Page #	10 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

**CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY**

	POLICY   CORPORATE   BUSINESS CONDUCT		
<b>Subject:</b>			
<b>Insider Trading Policy</b>			Policy #: 1-003
			Rev #: 4

INSIDER TRADING POLICY PRE-CLEARANCE FORM

Name: \_\_\_\_\_

**Securities Involved (select one):**

CVR Energy, Inc. (CVI)    CVR Partners, LP (UAN)    Icahn Enterprises L.P. (IEP)

**Description of Proposed Transaction (select one):**

Open Market Purchase  
 Open Market Sale  
 Gift  
 Transfer to a Trust  
 Change in Ownership  
 Transaction in Employee Benefits Plan  
 Dividend Reinvestment Order  
 Establishment of a Qualified Rule 10b5-1(c) Trading Plan  
 Other: \_\_\_\_\_

**Additional Required Information:**

Number of Securities to be Purchased/Disposed: \_\_\_\_\_

How Purchased/Disposed Securities are to be Titled: \_\_\_\_\_

If a Disposition, the Date Originally Acquired: \_\_\_\_\_

Any Transactions in the Last Six Months (if yes, describe): \_\_\_\_\_

Your Availability for a Clearance Interview: \_\_\_\_\_

**I hereby certify that I am not aware or in possession of any material, nonpublic information regarding any of the above-listed entity(ies) and will not enter into any transaction if I become aware of material, nonpublic information prior to effecting any transaction.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*For Company Use Only*

**Approved** (from \_\_\_\_\_, 202\_\_\_\_ until market close on \_\_\_\_\_, 202\_\_\_\_)

**Denied**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Page #	11 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by:	CVR Energy, Inc. Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Energy, Inc. Insider Trading Policy (May 6, 2020)

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Exhibit 19.2

	Policy   Corporate
	Subject: <b>Insider Trading Policy</b>
	Policy #: 1-003 Rev #: 4

This document is confidential and proprietary and is solely for use within CVR Partners, LP (the “**Partnership**”), CVR GP, LLC, its general partner (the “**General Partner**”) and their subsidiaries (collectively, the “**Company**”) and not to be provided to third-parties unless (i) there is a professional duty to disclose the information – such as external auditors, (ii) disclosure is required by legal or judicial process, law, regulation, or pursuant to any government agency or Securities and Exchange Commission upon request or (iii) disclosure is approved in writing in advance by the Compliance Officer.

## SCHEDULES

### 1. PURPOSE

#### Schedule A Delivery Points

Schedule B Designated Tanks This Insider Trading Policy (this “**Policy**”) is intended to prevent both intentional and unintentional acts of prohibited insider trading with respect to securities of the Partnership, CVR Energy, Inc. (“**CVR Energy**”) and Icahn Enterprises L.P. (“**IEP**”), and thereby to promote compliance with applicable securities laws by the Company and its Insiders (defined below) and Related Persons (defined below). Violations of insider trading laws, inadvertent or otherwise, can result in severe civil and criminal penalties for the individuals involved, as well as for the Company and its management. Violations, or even the allegation or appearance of an improper transaction, can also damage the Partnership’s reputation for integrity and professionalism. Because of the opportunity to profit from information obtained while serving as a Director (defined below), officer or employee of the Partnership and its subsidiaries, this Policy continues to apply to any such persons for the period of six months after they terminate their affiliation with the Company.

**EXHIBITS** If you have any questions after reviewing this Policy, you should consult the Partnership’s Compliance Officer at [corporatecompliance@cvrpartners.com](mailto:corporatecompliance@cvrpartners.com)

**Every Covered Person must read and retain this Policy and must sign and return to the Compliance Officer the acknowledgement of this Policy attached hereto as Exhibit A Form of CVR Guaranty.**

**Exhibit B Form of Gunvor Guaranty**

**Exhibit C Procedure for Shipments on [\*\*\*] A. You may periodically be asked to re-acknowledge your compliance with this Policy.**

## SECTION I: POLICY ON INSIDER TRADING

### A. POLICY

Page #	1 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

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	Policy   Corporate	
	Subject:	Policy #: 1-003
	<b>Insider Trading Policy</b>	Rev #: 4

The Company prohibits any Insider who possesses material, nonpublic information concerning the Company, CVR Energy, IEP or any other company with which the Company is dealing or proposes to deal (such as customers, suppliers or acquisition candidates) (any such other company, an "Other Company"), from:

1. Buying or selling, either directly or indirectly, the securities of the Partnership, CVR Energy or IEP (other than pursuant to a Qualified Rule 10b5-1(c) Trading Plan, as described below) or of such Other Company, either personally or on behalf of others, until expiration of the Waiting Period (defined below) and, with respect to Covered Persons, pre-clearance of such transaction has been received in accordance with Section III of this Policy; or
2. Communicating such information, either directly or indirectly, to any person, except to Company personnel or authorized agents of the Company who need to know such information to fulfill their responsibilities to the Company; or
3. Recommending or otherwise advising, that any person should purchase or sell the securities of the Partnership, CVR Energy or IEP, or such Other Company.

No Covered Person shall purchase, sell or otherwise transfer any securities of the Partnership, CVR Energy or IEP during any Blackout Period (defined below) other than pursuant to a Qualified Rule 10b5-1(c) Trading Plan, as described in this Policy.

This Policy does not intend to prohibit or restrict ordinary course activities in compliance with applicable law. Therefore, notwithstanding anything herein to the contrary, to the extent any Director or officer of the Company is affiliated with (but does not control) an investment banking firm, private equity firm, commercial bank or other similar entity, nothing in this Policy shall be deemed to restrict such firm or entity and its affiliates from engaging in any banking, brokerage, trading, market making, hedging, arbitrage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, lending, underwriting, asset management, principal investing and other activities conducted in the ordinary course of their or their affiliates' business in compliance with applicable law, including without limitation buying and selling the Partnership, CVR Energy or IEP securities, entering into derivatives transactions regarding or shorting the Partnership, CVR Energy or IEP securities, serving as a lender, underwriter or market maker or issuing research with respect to the Partnership, CVR Energy or IEP securities or making investments in or entering into other transactions with companies in the same or similar lines of business as the Partnership, CVR Energy or IEP.

It is also the policy of the Company that the Company will not engage in transactions in securities of the Partnership, CVR Energy or IEP on the basis of material, nonpublic information relating such entity.

Page #	2 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate	
	Subject:	Policy #: 1-003
	Insider Trading Policy	Rev #: 4

## B. SCOPE OF THE POLICY

This Policy applies to transactions involving securities of the Partnership, CVR Energy, IEP, or any Other Company with which the Company is dealing or proposing to deal, in which any Insider has an interest, whether direct or indirect, to the extent such person can direct or influence investment decisions with respect to such securities. The term "**securities**" as used herein also includes (1) any CVR Energy stock options or comparable Partnership or IEP securities in a cashless exercise through a broker (i.e., selling the shares to be received upon exercise of the option or comparable security in order to pay the exercise price); (2) any securities acquired through exercise of CVR Energy stock options or other rights under the Partnership's Long-Term Incentive Plan or comparable CVR Energy (or rights under CVR Energy's Long-Term Incentive Plan) or IEP securities; (3) any securities of the Partnership, CVR Energy or IEP held in retirement or other benefit plans, such as 401(k) Plans or stock purchase plans; and (4) any put, call, straddle, option, right or privilege

with respect thereto or a group or index of securities including the security in question. Such securities and all such derivative securities or instruments are covered by this Policy without regard to whether any of them are traded on an exchange, in the over-the-counter market, or are otherwise publicly traded in any recognized securities market.

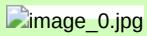
This Policy does not apply to the Controlling Person (defined below), or to any of Controlling Person's subsidiaries and affiliates, other than the Company and its subsidiaries or as otherwise specified herein. Moreover, the Controlling Person is responsible for assuring his compliance with insider trading laws and, notwithstanding anything to the contrary in this Policy, this Policy is not intended to restrict in any way the ability of the Controlling Person or any of his subsidiaries and affiliates, other than Company and its subsidiaries or as otherwise specified herein, to conduct, directly or indirectly, transactions in the securities of the Partnership and its subsidiaries otherwise permitted by law.

## C. UNDERSTANDING THE POLICY

- Insider.** For purposes of this Policy, the concept of "**Insider**" is very broad and includes the Directors, officers and employees of the Company and its respective Related Persons and persons they control, as well as Temporary Insiders. A person can be a "**Temporary Insider**" if he or she has a special confidential relationship with the Company resulting in access to material, nonpublic information. A Temporary Insider can include, among others, a company's attorneys, accountants, consultants, and bank lending officers. "**Insider**" specifically excludes the Controlling Person. For the avoidance of doubt, Covered Persons are Insiders.
- Nonpublic Information.** Information is "**nonpublic**" until it has been effectively communicated to the marketplace and becomes generally available to the public. Information you learn in connection with your

Page #	3 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate	
	Subject:	Policy #: 1-003
<b>Insider Trading Policy</b>		Rev #: 4

employment or the services you render to the Company about the business or plans of the Company, CVR Energy, IEP or of an Other Company should be considered nonpublic if it does not meet this standard. In order for information to be considered "generally available to the public," and therefore no longer "**nonpublic**" for purposes of this Policy, it must have been released through appropriate public

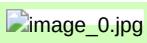
media in a manner designed to achieve broad dissemination to the investing public generally and without favoring any special persons or groups (such as disclosure in a widely disseminated press release or disclosure in an Annual Report on Form 10-K, a Quarterly Report on Form 10-Q or a Current Report on Form 8-K of the Partnership, CVR Energy, IEP or such Other Company, as the case may be).

**3. Material Information.** **"Material"** information generally means information that a reasonable investor is substantially likely to consider important in making his or her investment decisions, or information that is reasonably certain to have a substantial effect on the price of a company's securities. Information need not alone determine an investor's decision in order to be **"material"**; there need only be a substantial likelihood that a reasonable investor will view disclosure of the information in question as having significantly altered the total mix of information previously available. It is also important to bear in mind that information need not be a historical or certain fact to be material. Data or events that are uncertain or contingent can be material depending upon a balancing of their magnitude and likelihood of occurrence. Although it is not possible to list all types of information that may be **"material,"** information concerning the following events could be **"material"** for purposes of this Policy: annual or quarterly earnings, annual or quarterly revenue, forecasts of revenues, expenses or earnings, liquidity, cash flow, significant unexpected or unusual gains or losses, dividend changes and other significant financial information; merger, acquisition, disposition of assets or joint venture discussions, significant proposals or agreements; significant new contracts or business relationships; new product announcements of a significant nature; significant pricing changes; significant changes in management; significant cybersecurity incidents or other significant disruptions in the Company's, CVR Energy's, or IEP's operations; major changes in accounting methods or policies; and major litigation. This list is not exhaustive; other types of information may be material at any particular time, depending upon all the circumstances.

**4. Blackout Periods.** Covered Persons may not buy or sell Partnership, CVR Energy or IEP securities during the period that **begins at the end of the day on the last day of each quarter** and ends **two full trading day after the release of, as applicable, the Partnership's, CVR Energy's or IEP's earnings for that quarter ("Quarterly Blackout Periods")**. The Partnership may also, in its sole discretion, impose blackout periods from time to time in connection with specific material developments. In such events, the Compliance Officer may notify particular individuals that they should not engage in any transactions involving the purchase or sale of Partnership, CVR Energy or IEP securities, and, if you are so notified, you should not disclose this to others. Depending on the circumstances, these trading blackouts may be announced or unannounced. If unannounced, an individual will be informed of the blackout when he or she contacts the Compliance Officer to seek clearance of a transaction. **"Blackout Periods"** as used in this Policy includes Quarterly Blackout Periods and any other blackout period that may be imposed by the Company, in its sole discretion. Trading outside of

Page #	4 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate    Subject: <b>Insider Trading Policy</b>	Policy #: 1-003  Rev #: 4
---	---	---------------------------------

the Blackout Periods should **NOT** be considered a “safe harbor,” and any Covered Person with material non-public information concerning the Company, CVR Energy or IEP should not engage in transactions in Partnership, CVR Energy or IEP securities, as applicable, until expiration of the Waiting Period.

**5. Waiting Periods.** Public investors must be afforded a reasonable waiting period after material, nonpublic information is made publicly available before Insiders who are in possession of such information (or have reason to know that the Company is in possession of such information) may purchase or sell securities covered by this Policy. The purpose of this waiting period is to enable public investors to receive the information, evaluate it, formulate plans to buy, sell or hold their securities, convey their decision to their broker and have their trades executed. While the length of what is a reasonable waiting period may vary depending upon the relevant circumstances, the Waiting Period under this Policy shall expire after the second full trading day after the day on which the information in question was made publicly available.

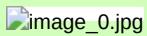
**6. Qualified Rule 10b5-1(c) Trading Plans.** The securities laws allow an affirmative defense from insider trading liability for transactions pursuant to a written trading plan that meets the requirements of Rule 10b5-1 (“**Rule 10b5-1**”) under the Securities Exchange Act of 1934 as amended (the “**Exchange Act**”). To be a “**Qualified Rule 10b5-1 Trading Plan**” under this Policy, such plan must satisfy the requirements of Rule 10b5-1 (including but not limited to having been entered into in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 and providing for a cooling off period as required in Rule 10b5-1) and must have been approved in advance by the Compliance Officer, including under the preclearance requirements set forth in Section III of this Policy. Transactions under Qualified Rule 10b5-1 Plans can be completed during Blackout Periods and at other times when the individual in question possesses material nonpublic information, and they are not subject to pre-clearance requirements. Any change in a Qualified Rule 10b5-1(c) Trading Plan is deemed to be the creation of a new contract, instruction, or plan that must satisfy the requirements described above, including the pre-approval requirement, in order for such contract, instruction, or plan to qualify as a Qualified Rule 10b5-1(c) Trading Plan.

#### D. PENALTIES FOR POLICY VIOLATIONS

A person who violates federal law or this Policy, even if they did not profit from the trading, may be subject to severe civil and criminal liability and penalties, including imprisonment, which may be sought by the U.S. Securities and Exchange Commission (“**SEC**”), the Department of Justice or private litigants. Additionally, persons who, at the time of the violation, directly or indirectly “controlled” the person who committed the violation may also be civilly liable. The potential for liability of a person with such control is particularly important for the Company, because the Company (and possibly Directors and certain officers of the Company) may be considered to “control” the Company’s employees for this purpose. In view of the potential legal

Page #	5 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate	
	<b>Subject:</b> <b>Insider Trading Policy</b>	<b>Policy #: 1-003</b>
		<b>Rev #: 4</b>

exposure faced by the Company, as well as the potential for significant damage to its business and public relations, the Company insists upon strict compliance with this Policy. Failure to comply with this Policy is serious misconduct and may result in significant sanctions, up to and including termination of employment by, or other affiliation with, the Company.

## SECTION II: PRECLEARING TRANSACTIONS

### A. PRE-CLEARANCE PROCEDURES FOR COVERED PERSON

Prior to effecting any transactions in the Partnership, CVR Energy or IEP securities (including but not limited to buying or selling securities on behalf of yourself or others, establishing standing and limit orders, establishing a dividend reinvestment order, exercising stock options or establishing a contract, instruction or plan that, upon receipt of such clearance, qualifies as a Qualified Rule 10b5-1(c) Trading Plan), all Covered Persons must:

1. Complete and return to the Compliance Officer the Trading Request Form attached as Exhibit B;
2. Certify that such Covered Person has no material, nonpublic information that would prohibit trading under this Policy; and
3. Obtain prior written clearance from the Compliance Officer.

If cleared, any such clearance only applies to the transaction, contract, instruction or plan described in the request for clearance and will only be good for five business days, unless earlier revoked by the Company, except that any such clearance of a Qualified Rule 10b5-1(c) Trading Plan will be good for the duration of such Qualified Rule 10b5-1(c) Trading Plan. Clearance of a proposed transaction or trading plan may take one or two business days and you should plan accordingly.

The Company will strive not to approve any proposed transaction, contract, instruction or plan that would violate the Policy or that the Company deems (in its sole discretion) could embarrass you or the Company, even if based on undisclosed information concerning the Company you might not possess. However, clearance is **ONLY** under this Policy, **IS NOT** clearance from the SEC and **DOES NOT** constitute legal advice (including but not limited to advice on whether you had material, nonpublic information at the time of your transaction, contract, instruction or plan). **Accordingly, even if you are cleared, you bear the ultimate responsibility for adhering to this Policy and avoiding improper trading.**

Page #	6 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate
	<b>Subject:</b>
	<b>Insider Trading Policy</b>

### SECTION III: COMPLYING WITH THE POLICY

The Company has established the following procedures to aid you in complying with the Policy and the law.

#### A. DO NOT TRADE WHILE YOU POSSESS MATERIAL, NONPUBLIC INFORMATION

You must not trade in the securities of the Partnership, CVR Energy or IEP (other than pursuant to a Qualified Rule 10b5-1(c) Trading Plan) or of an Other Company, or attempt to establish a contract, instruction or plan that is intended to qualify as a Qualified Rule 10b5-1(c) Trading Plan, as long as you possess material, nonpublic information unless it is no longer considered material or becomes public and the prescribed Waiting Period has expired, and if you are a Covered Person, you have obtained prior written approval under this Policy.

#### B. RESTRICT ACCESS TO MATERIAL, NONPUBLIC INFORMATION

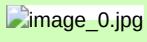
Material, nonpublic information about the Company and its operations is proprietary to the Company. You must not disclose inside information about the Company, CVR Energy, IEP or any Other Company with which the Company is dealing or is proposing to deal to others who do not need to know it for legitimate business reasons of the Company. You must also take care that the material, nonpublic information is secure. For example, you should restrict access to physical and computer files containing material, nonpublic information. To avoid even the appearance of impropriety, you should at all times refrain from providing advice or making recommendations regarding the purchase or sale of Partnership, CVR Energy or IEP securities or the securities of an Other Company. *If you communicate material, nonpublic information that someone else uses to trade illegally in Partnership, CVR Energy or IEP securities or the securities of an Other Company, legal penalties may be applicable whether or not you personally derive any benefit from the illegal trading.*

#### C. AVOID SPECULATION

Investing in Partnership, CVR Energy or IEP securities provides an opportunity to share in the future growth of each company. However, short-range speculation based on fluctuations in the market price of the Partnership, CVR Energy or IEP securities may put the personal gain in conflict with the best interests of the Partnership and its shareholders. Directors and Section 16 reporting persons are prohibited from selling Partnership, CVR Energy or IEP securities "short," and we recommend all employees follow this practice. We also strongly

Page #	7 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate		
	Subject: <b>Insider Trading Policy</b>	Policy #: 1-003	Rev #: 4

recommend that Insiders, not (1) trade in exchange-traded or other third-party options, warrants, puts and calls or similar instruments on the Partnership, CVR Energy or IEP securities, (2) hold Partnership, CVR Energy or IEP securities in margin accounts, or (3) conduct "sales against the box" (i.e., selling of borrowed securities when you own sufficient shares to cover the sale).

#### SECTION IV: OTHER OBLIGATIONS

To the extent you are a Covered Person, the securities laws may impose on you certain filing requirements and liabilities to the Company for profits from short-swing trading.

##### A. FILING REQUIREMENTS

1. **Section 16 Filings.** All Directors and Section 16 reporting persons (as designated by the Board of Directors) of the General Partner must file certain reports electronically with the SEC concerning their holdings, and the changes therein. If you are required to file such reports and fail to timely file the same, then the Partnership must disclose such failure in the proxy statement it annually distributes to stockholders, and you and the Partnership could suffer penalties. So that the Partnership can assist you with your filing obligations, please report any transaction no later than the day in which it has occurred by notifying the Compliance Officer at

corporatecompliance@cvrpartners.com. Notwithstanding the Partnership's willingness to assist you with your filings, please remember that the reporting obligation is ultimately yours.

2. **Short-Swing Profit Liability.** Section 16(b) of the Exchange Act requires you to pay over to the Partnership, CVR Energy or IEP (as applicable) any profit gained from short-swing trading in the Partnership, CVR Energy or IEP securities. Generally, a short-swing trade will have occurred if you acquired and disposed of the Partnership, CVR Energy or IEP securities (or vice-versa) within a six-month period in transactions that are not exempt from short-swing profit liability. Section 16(b) generally applies to all the Partnership, CVR Energy and IEP securities in which you have an economic interest, whether the securities are directly or indirectly owned (and potentially including the Partnership, CVR Energy or IEP securities held by others such as your spouse and dependent children). The grant and the exercise of options, although reportable under Section 16(a), are exempt from short-swing profit liability. You are subject to potential short-swing profit liability for as long as you are subject to the Section 16(a) reporting requirements, which could continue for a period of time after you cease to be a Director or officer.

Page #	8 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate
Subject:	Policy #: 1-003
<b>Insider Trading Policy</b>	Rev #: 4

3. **Section 13 Filings.** Under Section 13 of the Exchange Act you are required to report on Schedule 13D your ownership of the Partnership, CVR Energy or IEP securities when you become the beneficial owner of more than five percent of such securities. Significant changes in such ownership must also be reported in an amendment to the Schedule 13D. Beneficial ownership for this purpose means the power to vote, or direct the vote of, securities or the power to dispose, or direct the disposition of, securities. You may report such ownership, or changes in such ownership, on a short form Schedule 13G if you acquire your shares prior to the time the Partnership became a reporting company under the Exchange Act or if you are considered a passive investor.

4. **Rule 144 Filings and Other Requirements.** You must comply with the requirements imposed by Rule 144 under the Securities Act of 1933, as amended, on your transactions in the Partnership securities and, if you are an "Affiliate" of the Company (as defined under Rule 144), you will be subject to Rule 144 filing requirements. You are obligated to understand and comply with all requirements and limitations under Rule 144 that may be applicable to you.

## SECTION V: DEFINITIONS

For purposes of this Policy, the following terms shall mean:

**"Controlling Person"** means Carl C. Icahn.

**"Covered Persons"** means the Directors, officers and certain employees of the Company who, in the judgment of management, regularly come into contact with material, nonpublic information, and their respective Related Persons, and persons they control. For the avoidance of doubt, "Covered Persons" specifically excludes the Controlling Person and any of Controlling Person's subsidiaries and affiliates, other than the Company.

**"Director"** means members of the Board of Directors of the General Partner.

**"Related Person"** means, for purposes of this Policy, your spouse, minor children and anyone else living in your household, partnerships in which you are a general partner, trusts of which you are a trustee, and estates of which you are an executor.

**"Waiting Period"** means until at least two full trading days have elapsed following the authorized public disclosure of such information.

Page #	9 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

	Policy   Corporate    <b>Subject:</b> <b>Insider Trading Policy</b>	<b>Policy #: 1-003</b>  <b>Rev #: 4</b>
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## EXHIBIT A

### INSIDER TRADING POLICY ACKNOWLEDGEMENT

I have read and understand the applicability of the CVR Partners, LP Insider Trading Policy to me and my Related Persons, including Blackout Periods set forth therein, and agree to comply with such Policy. Furthermore, I have acted in compliance with this Policy since

the date of my last certification, or if this is my first certification, since becoming a Covered Person. I will continue to comply with this Policy for so long as I am subject to this Policy.

Signature:

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Name (please print):

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Date:

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Page #	10 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by(signatures on file):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY

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	Policy   Corporate   <b>Insider Trading Policy</b>	Subject: Policy #: 1-003 Rev #: 4
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#### INSIDER TRADING POLICY PRE-CLEARANCE FORM

Name:

**Securities Involved (select one):**

CVR Energy, Inc. (CVI)  CVR Partners, LP (UAN)  Icahn Enterprises L.P. (IEP)

**Description of Proposed Transaction (select one):**

- Open Market Purchase
- Open Market Sale
- Gift
- Transfer to a Trust
- Change in Ownership
- Transaction in Employee Benefits Plan
- Dividend / Distribution Reinvestment Order
- Establishment of a Qualified Rule 10b5-1(c) Trading Plan

Other: \_\_\_\_\_

**Additional Required Information:**

Number of Securities to be Purchased/Disposed: \_\_\_\_\_

How Purchased/Disposed Securities are to be Titled: \_\_\_\_\_

If a Disposition, the Date Originally Acquired: \_\_\_\_\_

Any Transactions in the Last Six Months (if yes, describe): \_\_\_\_\_

Your Availability for a Clearance Interview: \_\_\_\_\_

**I hereby certify that I am not aware or in possession of any material, nonpublic information regarding any of the above-listed entity(ies) and will not enter into any transaction if I become aware of material, nonpublic information prior to effecting any transaction.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*For Company Use Only*

**Approved** (from \_\_\_\_\_, 202\_\_\_\_\_ until market close on \_\_\_\_\_, 202\_\_\_\_\_)

**Denied**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Page #	11 of 11	Last Update Date	February 20, 2024
Owner/Issued by:	Legal	Approved by( <i>signatures on file</i> ):	CVR GP, LLC Board of Directors
Document Location:	MyCVR / Corporate Compliance / Business Conduct Pillar	Supersedes:	CVR Partners, LP Insider Trading Policy for Covered Persons (Rev. 3 05/06/2020)

**CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY**

Exhibit 21.1

**LIST OF SUBSIDIARIES OF  
CVR ENERGY, INC INC. \***

The following is a list of all subsidiaries of CVR Energy, Inc Inc. and their jurisdiction of organization.

Entity	Jurisdiction
CVR Energy Holdings, Inc. (f/k/a Coffeyville Nitrogen Fertilizers, Inc.)	Delaware
Coffeyville Resources Crude Transportation, LLC	Delaware
Coffeyville Resources Nitrogen Fertilizers, LLC	Delaware
Coffeyville Resources Pipeline, LLC	Delaware
Coffeyville Resources Refining & Marketing, LLC	Delaware
CVR Services, LLC (f/k/a Coffeyville Resources, LLC)	Delaware
CVR Nitrogen, LP	Delaware
CVR Partners, LP	Delaware
East Dubuque Nitrogen Fertilizers, LLC	Delaware
Wynnewood Refining Company, LLC	Delaware
CVR FHC, LP	Delaware
CVR Refining CVL, LLC	Delaware
CVR Refining WYN, LLC	Delaware
CVR Renewables WYN, LLC	Delaware
CVR Renewables, LLC	Delaware
CVR Supply & Trading, LLC	Delaware
Renewable Assets Holdco, LLC	Delaware
RHC GP, LLC	Delaware
UAN Services, LLC	Delaware
Wynnewood Insurance Corporation	Texas

CVR  
GP,  
LLC

Delaware

\* Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries of CVR Energy, Inc. are omitted because, considered in the aggregate, they would not constitute a significant subsidiary as of the end of the year covered by this report.

## EXHIBIT 23.1

### CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated February 21, 2024 February 19, 2025, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of CVR Energy, Inc. on Form 10-K for the year ended December 31, 2023 December 31, 2024. We consent to the incorporation by reference of said reports in the Registration Statements of CVR Energy, Inc. on Form S-3 (File No. 333-266619) and on Forms S-8 (File No. 333-146907 and File No. 333-148783).

/s/ GRANT THORNTON LLP

Dallas, Texas

February 21, 2024 19, 2025

EXHIBIT 31.1

Certification of President and Chief Executive Officer Pursuant to  
Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934,  
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David L. Lamp, certify that:

1. I have reviewed this report on Form 10-K of CVR Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud,

whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **February 21, 2024** February 19, 2025

By: /s/ DAVID L. LAMP

David L. Lamp

*President and Chief Executive Officer  
(Principal Executive Officer)*

**EXHIBIT 31.2**

Certification of Executive Vice President, **and** Chief Financial Officer, **Treasurer and Assistant Secretary**

Pursuant to

Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934,  
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Dane J. Neumann, certify that:

1. I have reviewed this report on Form 10-K of CVR Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **February 21, 2024** February 19, 2025

By: **/s/ DANE J. NEUMANN**

Dane J. Neumann

*Executive Vice President, and Chief Financial Officer, Treasurer and Assistant Secretary  
(Principal Financial Officer)*

Exhibit 31.3

Certification of Vice President, Chief Accounting Officer and Corporate Controller

Pursuant to

Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934,  
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Jeffrey D. Conaway, certify that:

1. I have reviewed this report on Form 10-K of CVR Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **February 21, 2024** **February 19, 2025**

By: /s/ JEFFREY D. CONAWAY  
Jeffrey D. Conaway  
*Vice President, Chief Accounting Officer and Corporate Controller  
(Principal Accounting Officer)*

EXHIBIT 32.1

Certification Pursuant to 18 U.S.C. Section 1350,  
as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the filing of the Annual Report on Form 10-K of CVR Energy, Inc., a Delaware corporation (the "Company"), for the fiscal year ended **December 31, 2023** **December 31, 2024**, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of such officer's knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and,
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in the Report.

Date: **February 21, 2024** **February 19, 2025**

By: /s/ DAVID L. LAMP  
David L. Lamp  
*President and Chief Executive Officer*

By: /s/ DANE J. NEUMANN  
Dane J. Neumann  
*Executive Vice President, Chief Financial Officer, Treasurer and Assistant  
Secretary*

By: /s/ JEFFREY D. CONAWAY  
Jeffrey D. Conaway  
*Vice President, Chief Accounting Officer and Corporate Controller*

Exhibit 97.1

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	<b>Policy #:</b> 1.011 <b>Rev #:</b> 0
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## 1. PURPOSE

CVR Energy, Inc. (the “**Company**”) has adopted this Policy for the Recovery of Erroneously Awarded Compensation to describe circumstances in which the Company will recover Erroneously Awarded Compensation and the process for such recovery. This Policy is intended to comply with (a) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as codified in Section 10D of the Exchange Act, and implemented by Rule 10D-1 thereunder adopted by the Commission and (b) Section 303A.14 of the Listed Company Manual of the NYSE.

## 2. POLICY

### 1. Recovery of Erroneously Awarded Compensation.

a. The Chief Financial Officer or Chief Accounting Officer of the Company shall promptly report to the Audit Committee any instance in which the Company is required to prepare a Restatement.

b. Upon learning of a required Restatement, the Audit Committee shall determine the Restatement Date and shall promptly report to the Compensation Committee such determination.

c. The Chief Financial Officer or Chief Accounting Officer (or another appropriate officer or third party designated by the Compensation Committee) shall promptly (but in any event within 90 days following the Restatement) calculate the Erroneously Awarded Compensation for each affected Executive Officer, which calculation shall be subject to Compensation Committee approval. For purposes of calculating Erroneously Awarded Compensation:

i. Incentive-based Compensation shall be deemed received in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation occurs after the end of that period.

ii. Incentive-based Compensation based on (or derived from) stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in a Restatement, shall be based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Incentive-based Compensation was received.

<b>Page #:</b>	<b>1 of 6</b>	<b>Date Approved:</b>	<b>October 30, 2023</b>
<b>Owner/Issued by:</b>	Business Conduct	<b>Approved by:</b>	Board of Directors
<b>Document Location:</b>	MyCVR/Corporate Compliance/Business Conduct Pillar	<b>Supersedes:</b>	n/a

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	<b>Policy #:</b> 1.011 <b>Rev #:</b> 0
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The Company shall maintain documentation of the determination of such reasonable estimate and provide such documentation to the NYSE.

d. Promptly following the Compensation Committee's approval of the Erroneously Awarded Compensation calculated by the Chief Financial Officer or Chief Accounting Officer (or another appropriate officer or third party designated by the Compensation Committee), the Company shall notify in writing each individual who received Erroneously Awarded Compensation of the amount of Erroneously Awarded Compensation received by such individual and shall demand payment or return, as applicable, of such Erroneously Awarded Compensation.

e. The Company shall demand recovery and recover Erroneously Awarded Compensation in compliance with this Policy except to the extent that the Audit Committee determines that (I) recovery of the Erroneously Awarded Compensation would be duplicative of compensation recovered by the Company from the individual pursuant to Section 304 of the Sarbanes-Oxley Act or pursuant to other recovery obligations (in which case, the amount of Erroneously Awarded Compensation shall be appropriately reduced to avoid such duplication), or (II) recovery would be impracticable, and one of the following conditions applies:

i. the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the NYSE;

ii. recovery would violate home country law where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to the NYSE, that recovery would result in such a violation, and must provide such opinion to the NYSE; or iii. recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

f. Except as provided in Section 4(e), in no event may the Company accept repayment from the affected individual of less than the full amount of the Erroneously Awarded Compensation received by such individual.

g. The Compensation Committee shall determine, in its sole discretion, the method of recovering any Erroneously Awarded Compensation pursuant to this Policy, taking into account all facts and circumstances (including the time value of money and the cost to shareholders of delayed recovery), so

<b>Page #:</b>	<b>2 of 6</b>	<b>Date Approved:</b>	<b>October 30, 2023</b>
<b>Owner/Issued by:</b>	Business Conduct	<b>Approved by:</b>	Board of Directors
<b>Document Location:</b>	MyCVR/Corporate Compliance/Business Conduct Pillar	<b>Supersedes:</b>	n/a

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	<b>Policy #:</b> 1.011 <b>Rev #:</b> 0
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long as such method complies with the terms of Section 303A.14 of the NYSE Listing Standards. If the Compensation Committee determines that an appropriate method of recovery is one other than the prompt repayment by the affected individual in cash or property, the Company may offer to enter into a repayment agreement with the affected individual (in a form and with terms reasonably acceptable to the Compensation Committee).

If the affected individual fails to repay to the Company when due the full amount of the Erroneously Awarded Compensation received by such affected individual, the Company shall take all actions reasonable and appropriate to recover the full amount of the Erroneously Awarded Compensation from the affected individual.

**2. Other Recoupment Rights.** The Compensation Committee intends that this Policy will be applied to the fullest extent of the law. The Compensation Committee may require that any employment agreement, equity award agreement or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require the party thereto to agree to abide by the terms of this Policy or implement arrangements designed to facilitate the administration hereof. Although not a prerequisite to enforcement of this Policy, each Executive Officer shall be required to sign and return to the Company the Acknowledgment Form attached hereto as Exhibit A pursuant to which such Executive Officer will agree to be bound by the terms and comply with this Policy. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company pursuant to the terms of any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

**3. Disclosure.** The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the securities laws, including the disclosure required by the applicable Commission filings.

**4. No Indemnification.** The Company shall not indemnify any current or former Executive Officer against the loss of Erroneously Awarded Compensation, and shall not pay, or reimburse any current or former Executive Officers for premiums for any insurance policy to fund such Executive Officer's potential recovery obligations.

**5. Effective Date.** This Policy shall be effective as of the Effective Date.

<b>3. DEFINITIONS</b>
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For purposes of this Policy, the following capitalized terms shall have the meanings set forth below:

a. **"Audit Committee"** means the Audit Committee of the Board.

<b>Page #:</b>	<b>3 of 6</b>	<b>Date Approved:</b>	<b>October 30, 2023</b>
<b>Owner/Issued by:</b>	Business Conduct	<b>Approved by:</b>	Board of Directors
<b>Document Location:</b>	MyCVR/Corporate Compliance/Business Conduct Pillar	<b>Supersedes:</b>	n/a

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	<b>Policy #: 1.011</b> <b>Rev #: 0</b>
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b. **“Board”** means the Board of Directors of the Company.

c. **“Commission”** means the Securities and Exchange Commission.

d. **“Company”** means CVR Energy, Inc.

e. **“Compensation Committee”** means the Compensation Committee of the Board.

f. **“Compensation Eligible for Recovery”** means Incentive-based Compensation received by an individual:

- i. after beginning service as an Executive Officer,
- ii. who served as an Executive Officer at any time during the performance period for the applicable Incentive-based Compensation (regardless of whether such individual is serving as an Executive Officer at the time the Erroneously Awarded Compensation is required to be repaid to the Company),
- iii. while the Company had a class of securities listed on a national securities exchange or a national securities association,
- iv. during the applicable Recovery Period, and
- v. after the Effective Date.

g. **“Effective Date”** means October 2, 2023.

h. **“Erroneously Awarded Compensation”** means the Compensation Eligible for Recovery less the amount of such compensation as it would have been determined based on the restated amounts, computed without regard to any taxes paid.

i. **“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

j. **“Executive Officer”** means the Company’s principal executive officer, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice president of the Company in charge of a principal business unit, division, or function (such as sales, administration or finance) and any other officer who performs a significant policy-making function, and any other person who performs similar policy-making functions for the Company. For purposes of this policy, Executive Officers would include, at a minimum, executive officers identified pursuant to 17 C.F.R. 229.401(b).

k. **“Financial Reporting Measure”** means measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures

<b>Page #:</b>	<b>4 of 6</b>	<b>Date Approved:</b>	<b>October 30, 2023</b>
<b>Owner/Issued by:</b>	Business Conduct	<b>Approved by:</b>	Board of Directors
<b>Document Location:</b>	MyCVR/Corporate Compliance/Business Conduct Pillar	<b>Supersedes:</b>	n/a

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b>	
	<i>Subject:</i>	
	<b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	
		Policy #: 1.011 Rev #: 0

that are derived wholly or in part from such measures. Stock price and total shareholder return are considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented within the financial statements or included in a filing with the Commission.

i. ***Incentive-based Compensation*** means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

m. ***NYSE*** means the New York Stock Exchange LLC.

n. ***Policy*** means this Policy for the Recovery of Erroneously Awarded Compensation, as the same may be amended or amended and restated from time to time.

o. ***Recovery Period*** means the three completed fiscal years immediately preceding the Restatement Date and any transition period (that results from a change in the Company's fiscal year) of less than nine months within or immediately following those three completed fiscal years.

p. ***Restatement*** means an accounting restatement:

- i. due to material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or
- ii. that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

q. ***Restatement Date*** means the earlier of:

- i. the date the Audit Committee concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, or
- ii. the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

#### 4. PRINCIPLES

A. **Scope**. This Policy applies to and shall be binding and enforceable against all current and former Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives and any determinations made by the Compensation Committee pursuant hereto shall be final and binding.

<b>Page #:</b>	<b>5 of 6</b>	<b>Date Approved:</b>	October 30, 2023
<b>Owner/Issued by:</b>	Business Conduct	<b>Approved by:</b>	Board of Directors
<b>Document Location:</b>	MyCVR/Corporate Compliance/Business Conduct Pillar	<b>Supersedes:</b>	n/a

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011  Rev #: 0
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B. **Review.** This Policy has been adopted by the Board and shall be administered by the Compensation Committee, except where otherwise noted herein.

C. **Amendment and Interpretation.** The Compensation Committee may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary or advisable to reflect the regulations adopted by the Commission and to comply with any rules or standards adopted by the NYSE. The Compensation Committee may at any time in its sole discretion, supplement, amend or terminate any provision of this Policy in any respect as the Compensation Committee determines to be necessary or appropriate. The Compensation Committee shall interpret and construe this Policy and make all determinations necessary or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Section 10D of the Exchange Act and Rule 10D-1 thereunder and Section 303A.14 of the NYSE Listed Company Manual and any other applicable rules adopted by the Commission.

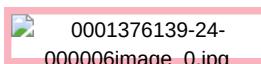
## 5. EXCLUSIONS

This Section left intentionally blank.

## 6. RELATED POLICY DOCUMENTS

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<b>Page #:</b>	<b>6 of 6</b>	<b>Date Approved:</b>	<b>October 30, 2023</b>
<b>Owner/Issued by:</b>	Business Conduct	<b>Approved by:</b>	Board of Directors
<b>Document Location:</b>	MyCVR/Corporate Compliance/Business Conduct Pillar	<b>Supersedes:</b>	n/a

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011  Rev #: 0
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## EXHIBIT A

CVR ENERGY, INC.

## POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

### ACKNOWLEDGEMENT FORM

By signing below, the undersigned acknowledges and confirms the undersigned has received and reviewed a copy of the CVR Energy, Inc. Policy for the Recovery of Erroneously Awarded Compensation (the "**Policy**"). Capitalized terms used but not otherwise defined in this Acknowledgement Form shall have the meanings ascribed to such terms in the Policy.

By signing this Acknowledgement Form, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with the Company. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Policy) to the Company to the extent required by, and in a manner permitted by, the Policy. For the avoidance of doubt, any recovery affected under the Policy shall not constitute grounds to terminate the undersigned's employment for "Good Reason" (or any term of similar meaning) under any employment or compensation arrangements, agreements, plans or programs.

Signed

Name (Printed)

Date

Page #:	1 of 1	Date Approved:	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by:	Board of Directors
Document Location:	MyCVR/Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

Exhibit 97.2

 0001376139-24-000006image_02.jpg	POLICY   BUSINESS CONDUCT   CORPORATE		
<b>Subject:</b>	<b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011	Rev #: 0

#### 1. PURPOSE

CVR Partners, LP (the "**Partnership**") has adopted this Policy for the Recovery of Erroneously Awarded Compensation to describe circumstances in which the Partnership will recover Erroneously Awarded Compensation and the process for such recovery. This Policy is intended to comply with (a) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as codified in Section 10D of the Exchange Act, and implemented by Rule 10D-1 thereunder adopted by the Commission and (b) Section 303A.14 of the Listed Company Manual of the NYSE.

#### 2. POLICY

**1. Recovery of Erroneously Awarded Compensation.**

a. The Chief Financial Officer or Chief Accounting Officer of the general partner of the Partnership shall promptly report to the Audit Committee any instance in which the Partnership is required to prepare a Restatement.

b. Upon learning of a required Restatement, the Audit Committee shall determine the Restatement Date and shall promptly report to the Compensation Committee such determination.

c. The Chief Financial Officer or Chief Accounting Officer (or another appropriate officer or third party designated by the Compensation Committee) of the general partner of the Partnership shall promptly (but in any event within 90 days following the Restatement) calculate the Erroneously Awarded Compensation for each affected Executive Officer, which calculation shall be subject to Compensation Committee approval. For purposes of calculating Erroneously Awarded Compensation:

i. Incentive-based Compensation shall be deemed received in the Partnership's fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation occurs after the end of that period.

ii. Incentive-based Compensation based on (or derived from) stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in a Restatement,

Page #	1 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

**CONFIDENTIAL – INTERNAL CVR ENERGY USE ONLY**

	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011 Rev #: 0
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shall be based on a reasonable estimate of the effect of the Restatement on the stock price or total shareholder return upon which the Incentive-based Compensation was received. The Partnership shall maintain documentation of the determination of such reasonable estimate and provide such documentation to the NYSE.

d. Promptly following the Compensation Committee's approval of the Erroneously Awarded Compensation calculated by the Chief Financial Officer or Chief Accounting Officer (or another appropriate officer or third party designated by the Compensation Committee) of the general partner of the Partnership, the Partnership shall notify in writing each individual who received Erroneously Awarded Compensation of the amount of Erroneously Awarded Compensation received by such individual and shall demand payment or return, as applicable, of such Erroneously Awarded Compensation.

e. The Partnership shall demand recovery and recover Erroneously Awarded Compensation in compliance with this Policy except to the extent that the Audit Committee determines that (i) recovery of the Erroneously Awarded Compensation would be duplicative of compensation recovered by the Partnership from the individual pursuant to Section 304 of the Sarbanes-Oxley Act or pursuant to other

recovery obligations (in which case, the amount of Erroneously Awarded Compensation shall be appropriately reduced to avoid such duplication), or (II) recovery would be impracticable, and one of the following conditions applies:

- i. the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Partnership must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the NYSE;
- ii. recovery would violate home country law where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law, the Partnership must obtain an opinion of home country counsel, acceptable to the NYSE, that recovery would result in such a violation, and must provide such opinion to the NYSE; or
- iii. recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Partnership, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

f. Except as provided in Section 4(e), in no event may the Partnership accept repayment from the affected individual of less than the full amount of the Erroneously Awarded Compensation received by such individual.

Page #	2 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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<b>Subject:</b>	<b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011	Rev #: 0

g. The Compensation Committee shall determine, in its sole discretion, the method of recovering any Erroneously Awarded Compensation pursuant to this Policy, taking into account all facts and circumstances (including the time value of money and the cost to shareholders of delayed recovery), so long as such method complies with the terms of Section 303A.14 of the NYSE Listing Standards. If the Compensation Committee determines that an appropriate method of recovery is one other than the prompt repayment by the affected individual in cash or property, the Partnership may offer to enter into a repayment agreement with the affected individual (in a form and with terms reasonably acceptable to the Compensation Committee).

If the affected individual fails to repay to the Partnership when due the full amount of the Erroneously Awarded Compensation received by such affected individual, the Partnership shall take all actions reasonable and appropriate to recover the full amount of the Erroneously Awarded Compensation from the affected individual.

2. **Other Recoupment Rights.** The Compensation Committee intends that this Policy will be applied to the fullest extent of the law. The Compensation Committee may require that any employment agreement, equity award agreement or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require the party thereto to agree to abide by the terms of this Policy or implement arrangements designed to facilitate the administration hereof. Although not a prerequisite to enforcement of this Policy, each Executive Officer shall be required to sign and return to the Partnership the Acknowledgment Form attached hereto as Exhibit A pursuant to which such Executive Officer will agree to be bound by the terms and comply with this Policy. Any right of recovery under this Policy is in

addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Partnership pursuant to the terms of any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Partnership.

**3. Disclosure.** The Partnership shall file all disclosures with respect to this Policy in accordance with the requirements of the securities laws, including the disclosure required by the applicable Commission filings.

**4. No Indemnification.** The Partnership shall not indemnify any current or former Executive Officer against the loss of Erroneously Awarded Compensation, and shall not pay, or reimburse any current or former Executive Officers for premiums for any insurance policy to fund such Executive Officer's potential recovery obligations.

**5. Effective Date.** This Policy shall be effective as of the Effective Date.

### 3. DEFINITIONS

For purposes of this Policy, the following capitalized terms shall have the meanings set forth below:

a. **"Audit Committee"** means the Audit Committee of the Board.

Page #	3 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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b. **"Board"** means the Board of Directors of the general partner of the Partnership.

c. **"Commission"** means the Securities and Exchange Commission.

d. **"Compensation Committee"** means the Compensation Committee of the Board.

e. **"Compensation Eligible for Recovery"** means Incentive-based Compensation received by an individual:

- i. after beginning service as an Executive Officer;
- ii. who served as an Executive Officer at any time during the performance period for the applicable Incentive-based Compensation (regardless of whether such individual is serving as an Executive Officer at the time the Erroneously Awarded Compensation is required to be repaid to the Partnership);
- iii. while the Partnership had a class of securities listed on a national securities exchange or a national securities association;
- iv. during the applicable Recovery Period, and

v. after the Effective Date.

f. **"Effective Date"** means October 2, 2023.

g. **"Erroneously Awarded Compensation"** means the Compensation Eligible for Recovery less the amount of such compensation as it would have been determined based on the restated amounts, computed without regard to any taxes paid.

h. **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

i. **"Executive Officer"** means the principal executive officer, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice president in charge of a principal business unit, division, or function (such as sales, administration or finance) and any other officer who performs a significant policy-making function, and any other person who performs similar policy-making functions for the general partner of the Partnership or the Partnership, as applicable. For purposes of this policy, Executive Officers would include, at a minimum, executive officers identified pursuant to 17 C.F.R. 229.401(b).

j. **"Financial Reporting Measure"** means measures that are determined and presented in accordance with the accounting principles used in preparing the Partnership's financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return are considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting

Page #	4 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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<b>Subject:</b>	<b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	<b>Policy #: 1.011</b> <b>Rev #: 0</b>

Measure need not be presented within the financial statements or included in a filing with the Commission.

k. **"Incentive-based Compensation"** means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

l. **"NYSE"** means the New York Stock Exchange LLC.

m. **"Partnership"** means CVR Partners, LP.

n. **"Policy"** means this Policy for the Recovery of Erroneously Awarded Compensation, as the same may be amended or amended and restated from time to time.

o. **"Recovery Period"** means the three completed fiscal years immediately preceding the Restatement Date and any transition period (that results from a change in the Partnership's fiscal year) of less than nine months within or immediately following those three completed fiscal years.

p. **"Restatement"** means an accounting restatement:

i. due to material noncompliance of the Partnership with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is

material to the previously issued financial statements, or

ii. that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

q. **"Restatement Date"** means the earlier of:

- i. the date the Audit Committee concludes, or reasonably should have concluded, that the Partnership is required to prepare a Restatement, or
- ii. the date a court, regulator, or other legally authorized body directs the Partnership to prepare a Restatement.

#### 4. PRINCIPLES

A. **Scope.** This Policy applies to and shall be binding and enforceable against all current and former Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives

Page #	5 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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 0001376139-24-000006image_02.jpg	<b>POLICY   BUSINESS CONDUCT   CORPORATE</b> <b>Subject:</b> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011
		Rev #: 0

and any determinations made by the Compensation Committee pursuant hereto shall be final and binding.

B. **Review.** This Policy has been adopted by the Board and shall be administered by the Compensation Committee, except where otherwise noted herein.

C. **Amendment and Interpretation.** The Compensation Committee may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary or advisable to reflect the regulations adopted by the Commission and to comply with any rules or standards adopted by the NYSE. The Compensation Committee may at any time in its sole discretion supplement, amend or terminate any provision of this Policy in any respect as the Compensation Committee determines to be necessary or appropriate. The Compensation Committee shall interpret and construe this Policy and make all determinations necessary or advisable for the administration of this Policy. It is intended that this Policy be interpreted in a manner that is consistent with the requirements of Section 10D of the Exchange Act and Rule 10D-1 thereunder and Section 303A.14 of the NYSE Listed Company Manual and any other applicable rules adopted by the Commission.

#### 5. EXCLUSIONS

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Page #	6 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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## 6. RELATED POLICY DOCUMENTS

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Page #	7 of 7	Last Reviewed/Update Date	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by(signatures on file):	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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 0001376139-24-000006image_02.jpg	POLICY   BUSINESS CONDUCT   CORPORATE  <i>Subject:</i> <b>POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION</b>	Policy #: 1.011  Rev #: 0
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## EXHIBIT A

### CVR PARTNERS, LP

#### **POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION**

#### **ACKNOWLEDGEMENT FORM**

By signing below, the undersigned acknowledges and confirms the undersigned has received and reviewed a copy of the CVR Partners, LP Policy for the Recovery of Erroneously Awarded Compensation (the "Policy"). Capitalized terms used but not otherwise defined in this

Acknowledgement Form shall have the meanings ascribed to such terms in the Policy.

By signing this Acknowledgement Form, the undersigned acknowledges and agrees that the undersigned is and will continue to be subject to the Policy and that the Policy will apply both during and after the undersigned's employment with the Partnership. Further, by signing below, the undersigned agrees to abide by the terms of the Policy, including, without limitation, by returning any Erroneously Awarded Compensation (as defined in the Policy) to the Partnership to the extent required by, and in a manner permitted by, the Policy. For the avoidance of doubt, any recovery affected under the Policy shall not constitute grounds to terminate the undersigned's employment for "Good Reason" (or any term of similar meaning) under any employment or compensation arrangements, agreements, plans or programs.

  
Signed

  
Name (Printed)

  
Date

Page #	1 of 1	Last Update Date:	October 30, 2023
Owner/Issued by:	Business Conduct	Approved by:	CVR GP Board of Directors
Document Location:	MyCVR Corporate Compliance/Business Conduct Pillar	Supersedes:	n/a

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