

## Appendix N - Insurance Information



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

May 27, 2016

Ms. Susan Ball, Chief Financial Officer  
CVR Refining  
10 East Cambridge Circle Drive, Ste 500  
Kansas City, KS 66103

RE: Financial Assurance – 2016 Financial Test/Corporate Guarantee  
Wynnewood Refining Company  
EPA ID No. OKD000396549

Dear Ms. Ball:

This letter acknowledges that CVR Refining (CVR) has submitted, and the Department of Environmental Quality (DEQ) has received the above-referenced financial assurance mechanism as required by 40 CFR 264 Subpart H. The mechanism has been determined to be satisfactory at this time. Importantly however, DEQ may require additional information at any time if it appears CVR no longer satisfies its financial assurance obligation as guarantor to the guaranteed party, Wynnewood Refining Company, EPA ID No. OKD000396549. DEQ reserves any and all rights it has to pursue enforcement actions or proceedings under applicable law with regard to CVR's financial assurance obligation, if the obligation is found to be inadequate.

CVR certifies that cost estimates of \$79,477 for closure and \$149,079 for post-closure are assured through its 2016 Financial Test/Corporate Guarantee submittal dated March 24, 2016.

If you have any questions, please contact Carol Bartlett at (405) 702-5109.

Sincerely,

A handwritten signature in black ink that reads "Mike Stickney" followed by "for" and a signature that appears to be "Mike Stickney".

Mike Stickney  
RCRA Programs Manager  
Land Protection Division

MS/cb





**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 12**

**Policy Number:** 000546705  
**Insured Name:** CVR Energy, Inc.

**Effective Date of Endorsement:** March 01, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**HAZARDOUS WASTE FACILITY FINANCIAL RESPONSIBILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)**

Solely with respect to **Claims** for which the **Insured** is required to demonstrate financial responsibility pursuant to 40 CFR 264.147 or 265.147, it is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

**1. COVERAGE TO DEMONSTRATE FINANCIAL RESPONSIBILITY**

Section I. **COVERAGE GRANTS**, paragraph C. **THIRD-PARTY CLAIMS** is amended by the addition of the following at the end of each paragraph:

Coverage pursuant to this paragraph is effective solely provided that the **Claim** is one for which the **Insured** is required to demonstrate financial responsibility pursuant to 40 CFR 264.147 or 265.147.

**2. LIMITS OF THIS FINANCIAL RESPONSIBILITY ENDORSEMENT**

a. **Item 5.** of the Declarations is deleted in its entirety and replaced with the following:

**Endorsement Each Incident Limit:**

Total Combined Limit for Section I. **COVERAGE GRANTS**, paragraph C. is \$4,000,000 for each **Claim** or **Claims** arising from the same **Pollution Incident**.

b. The deductible for coverage provided pursuant to this Endorsement shall be \$1,000,000 for each **Claim** or **Claims** arising from the same **Pollution Incident**.

- c. The following is added to **Item 4.** of the **Declarations**:

**Endorsement Aggregate Limit for Coverage Required Pursuant to 40 CFR 264.147 or 265.147:**  
\$8,000,000.

- d. Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraphs **A., B., C.** and **D.** are deleted in their entirety, and the following Paragraphs **A., B. C.** and **D.** are added to the Policy:

**A. ENDORSEMENT AGGREGATE LIMIT OF LIABILITY**

The most the Company will pay for the total of all **Loss** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during the **Policy Period** set forth in **Item 3.** of the **Declarations**, or any applicable **Extended Reporting Period**, and covered under Section **I. COVERAGE GRANTS**, Paragraph **C.**, as amended by this endorsement, shall not exceed the "Endorsement Aggregate Limit" set forth in **Item 4.** of the **Declarations**, as amended by this Endorsement.

**B. ENDORSEMENT EACH INCIDENT LIMIT OF LIABILITY – Coverage C.**

Subject to Paragraph **A.** above, the most the Company will pay for the total of all **Loss** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during the **Policy Period** set forth in **Item 3.** of the **Declarations**, as amended by this endorsement, or any applicable **Extended Reporting Period**, and covered under Section **I. COVERAGE GRANTS**, paragraphs **C.** arising out of the same, related or continuous **Pollution Incident(s)** is the "Endorsement Each Incident Limit" amount (\$4,000,000) set forth in **Item 5.** of the **Declarations**, as amended by this endorsement.

**C. DEDUCTIBLE**

Subject to Paragraphs **A.** and **B.** above, the Company will pay for all **Loss** in excess of the applicable deductible amount set forth above in this Endorsement. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**. However, if the **Insured** is unable or unwilling to pay any or all amounts of the Deductible, the Company shall pay such amounts.

Notwithstanding anything herein to the contrary, the Company shall be liable for the payment of amounts within any deductible applicable to the Policy to the provider of corrective action or a damaged third-party. The **Named Insured** shall promptly reimburse the Company for advancing any amounts within the deductible upon the Company's request.

**D. LEGAL COSTS SUBLIMIT – 25% OUTSIDE THE LIMITS**

The most the Company will pay for the total of all **Legal Costs** due to or associated with **Claims** first made and reported, or **Pollution Incidents** first discovered, during the **Policy Period** set forth in **Item 3.** of the **Declarations**, as amended by this endorsement, or any applicable **Extended Reporting Period**, and covered under Section **I. COVERAGE GRANTS**, Paragraphs **A., B.** or **C.**, as amended by this endorsement, shall not exceed 25% of the "Endorsement Aggregate Limit" set forth in the **Declarations**, as amended by this Endorsement. The payment of such **Legal Costs** shall not erode the "Endorsement Aggregate Limit of Liability", the "Endorsement Each Incident Limit" or the "Policy Aggregate" limit set forth in the **Declarations**.

4. **EXTENDED REPORTING PERIOD – 180 DAYS**

Section VIII. **EXTENDED REPORTING PERIOD**, Paragraph A. is deleted in its entirety and replaced with the following:

**VIII. EXTENDED REPORTING PERIOD**

**A. AUTOMATIC EXTENDED REPORTING PERIOD**

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of one-hundred eighty (180) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. the **Named Insured** has purchased the Optional **Extended Reporting Period** available under paragraph B. below;
2. the Policy is terminated by the Company for fraud or non-payment of premium; or
3. the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the one-hundred eighty (180) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the one-hundred eighty (180) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

5. **CANCELLATION – 60 DAYS**

The paragraph entitled **CANCELLATION** set forth in Section VII. **CONDITIONS** is deleted in its entirety and replaced with the following:

**CANCELLATION**

Coverage provided pursuant to this Endorsement may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

Coverage provided pursuant to this Endorsement may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than sixty (60) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel the coverage provided pursuant to this Endorsement for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due;

3. Nonpayment of premium when due; or
4. The erosion of the Policy Aggregate Limit set forth in Item 4. of the Declarations.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period** for the coverage provided pursuant to this Endorsement. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in the Declarations. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation. Notwithstanding anything herein to the contrary, there shall be no return premium unless the entire Policy is cancelled, and there shall be no return premium in the event that coverage provided pursuant to this Endorsement is cancelled due to the erosion of the Policy Aggregate Limit set forth in Item 4. of the Declarations.

6. **REIMBURSEMENT CONDITION**

The following is added to Section **VII. CONDITIONS**:

**REIMBURSEMENT OF AMOUNTS PAID IN EXCESS OF POLICY AGGREGATE**

The **Insured** hereby agrees to immediately reimburse the Company for any amounts paid by the Company in excess of the Policy Aggregate Limit set forth in Item 4. of the Declarations.

Further, all terms, conditions, and limitations in the Policy to which this endorsement is attached shall remain in full force and effect as binding between the **Named Insured** and the Company. The **Named Insured** agrees to reimburse the Company for any payment made by the Company on account of any breach of the terms of this Policy, or for any payment that the Company would not have been obligated to make under the provisions of the Policy except for the agreements contained in this endorsement.

7. **EXCESS LIMITS CONDITION**

The following is added to Section **VII. CONDITIONS**:

**EXCESS LIMITS CONDITION**

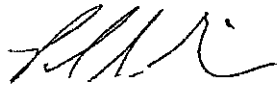
In the event that coverage is provided pursuant to both this Endorsement and the Policy had this endorsement not been attached, it is hereby agreed that the limits of this Endorsement shall apply first.

In the event that the Endorsement Each Incident Limit of Liability set forth in Item 5. of the Declarations, as amended by this Endorsement, is eroded, it is hereby agreed that the Company shall continue to pay all **Loss** up to the Policy Each Incident Limit of Liability set forth in Item 5. of the Declarations (the amount stated on the Declarations without regard to the amendment

contained in this Endorsement) to the extent that such Policy Each Incident Limit of Liability amount exceeds the Endorsement Each Incident Limit of Liability. In such case, the **Insured** shall only be responsible for a single deductible amount.

In the event that Endorsement Aggregate Limit of Liability for any annual **Policy Period** set forth in Item **3.** of the Declarations, as amended by this Endorsement, is eroded, it is hereby agreed that the Company shall continue to pay all **Loss** up to the Policy Aggregate Limit of Liability set forth in Item **4.** of the Declarations (the amount stated on the Declarations without regard to the amendment contained in this Endorsement) to the extent that such Policy Aggregate Limit of Liability amount exceeds the Endorsement Aggregate Limit of Liability. In such case, the **insured** shall only be responsible for a single deductible amount.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



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Authorized Representative

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April 5, 2016  
Date