

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

In the Matter of:

Flint Hills Resources LP,

Respondent.

Administrative Settlement
Agreement
AED/MSEB # 7960

This Administrative Settlement Agreement (ASA) is made and entered into by and between the United States Environmental Protection Agency (EPA) and Flint Hills Resources LP (Respondent) having an office at 4111 E 37th Street N, Wichita, KS 67220.

Purpose:

1. The purpose of this ASA is to resolve Respondent's violations of the Clean Air Act (CAA) and the Renewable Fuel Standards regulations promulgated thereunder at 40 C.F.R. Part 80, Subpart M (RFS2 Regulations).

Statutory and Regulatory Authority:

2. Section 211(o) of the CAA, 42 U.S.C. § 7545(o), as amended by the Energy Independence and Security Act of 2007, Pub. L. No. 110-140, 121 Stat. 1492, required EPA to promulgate regulations designed to increase the amount of renewable fuels used in transportation fuel in the United States, lower greenhouse gas emissions, and reduce the nation's reliance on foreign-sourced petroleum.
3. The RFS2 Regulations require renewable fuel producers and importers to generate and assign Renewable Identification Numbers (RINs) in proportion to the amount

and type of renewable fuel that they produce or import. 40 C.F.R. §§ 80.1425, 80.1426.

4. 40 C.F.R. § 80.1406 defines an obligated party as “any refiner that produces gasoline or diesel fuel within the 48 contiguous states or Hawaii, or any importer that imports gasoline or diesel fuel into the 48 contiguous states or Hawaii during a compliance period.”
5. 40 C.F.R. §§ 80.1427(a) and 80.1430 require each obligated party and each exporter of renewable fuel to demonstrate compliance with its Renewable Volume Obligation (RVO) by obtaining and retiring the number of RINs required by the calculation set forth at 40 C.F.R. §§ 80.1407 or 80.1430.
6. 40 C.F.R. § 80.1431(a)(1)(vi) provides that a RIN that does not represent renewable fuel as defined in 40 C.F.R. § 80.1401 is invalid, and 40 C.F.R. § 80.1431(a)(1)(ix) provides that a RIN that was improperly generated is invalid.
7. 40 C.F.R. § 80.1460(c)(1) states that no person shall fail to acquire sufficient RINs, or use invalid RINs, to meet the person’s RVO under 40 C.F.R. § 80.1427.
8. 40 C.F.R. § 80.1461(a)(1) states that any person who violates a prohibition under 40 C.F.R. § 80.1460(a)–(d) is liable for the violation of that prohibition.
9. 40 C.F.R. § 80.1463(a) provides that any person who is liable for a violation under 40 C.F.R. § 80.1461 is subject to a civil penalty as specified in sections 205 and 211(d) of the CAA, 42 U.S.C. §§ 7524 and 7545(d), for every day of each such violation.

10. 40 C.F.R. § 80.1463(b) provides that any person who is liable under 40 C.F.R. § 80.1461(a) for a violation of 40 C.F.R. § 80.1460(c) for failure to meet its RVO is subject to a separate violation for each day in the compliance period.
11. Sections 205 and 211(d) of the CAA authorize EPA to assess a civil penalty of up to \$37,500 per day for each violation, plus the economic benefit or savings resulting from each violation. 42 U.S.C. §§ 7524, 7545(d).

Background:

12. Respondent used the 293,014 RINs identified in Attachment A (the Subject RINs), which were generated by Clean Green Fuels, LLC, to meet its 2010 RVO.
13. EPA alleges that the Subject RINs are invalid because they do not represent renewable fuel and were improperly generated.
14. Respondent represents that it implemented remedial actions by removing the Subject RINs from its RFS0301: 2010 RFS2 annual compliance report and resubmitted corrected reports to EPA, as required by 40 C.F.R. § 80.1431(b).
15. Respondent represents that it believed that the Subject RINs were valid at the time it acquired the Subject RINs and at the time it used the Subject RINs to meet its RVO.
16. EPA and Respondent (the Parties), desiring to settle and resolve this matter, in consideration of the mutual covenants and agreements contained herein, which consideration is acknowledged by the Parties to be adequate, agree as set forth herein. By agreeing to the terms of this ASA, Respondent makes no admission of law or fact with respect to any of the allegations set forth in this ASA.

Violations:

17. EPA has alleged that Respondent violated section 211(o) of the CAA, 42 U.S.C. § 7545(o), and 40 C.F.R. § 80.1460(c)(1) by using the Subject RINs to meet its 2010 RVO.

Terms of the Agreement and Civil Penalty:

18. In any enforcement or penalty action arising out of this ASA or the subject matter of this ASA:

- a. The Parties agree that the settlement of this matter is in the public interest and that this ASA is the most appropriate means of resolving the matter; and
- b. The Parties further agree that jurisdiction to settle this matter exists pursuant to sections 205 and 211 of the CAA, 42 U.S.C. §§ 7524 and 7545, 40 C.F.R. Part 80, and other provisions of law.

19. Respondent agrees to pay a civil penalty of \$ 29,301 to the United States of America within thirty (30) calendar days of the effective date of this ASA (penalty due date), but not before the effective date. Late payment of the penalty is subject to interest and fees as specified in 31 U.S.C. § 3717. Respondent agrees to pay the amount by either:

- a. Certified check or cashier's check payable to the "United States of America," and mailed via the United States Postal Service to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000
ATTN: AED/MSEB # 7960

Simultaneously, a copy of the check shall be emailed to Evan M. Belser at belser.evan@epa.gov. This check shall be identified with the case number and Respondent's name; or

- b. Making an online payment through the Department of the Treasury by visiting WWW.PAY.GOV. In the "Search Public Forms" field, enter "SFO 1.1", click "EPA Miscellaneous Payments - Cincinnati Finance Center" and complete the "SFO Form Number 1.1." Within twenty-four hours of payment, Respondent shall email a copy of the online payment receipt to Evan M. Belser at belser.evan@epa.gov.

Stipulated Penalties:

20. Respondent shall pay stipulated penalties of \$1,000 per day for failure to timely pay the penalty, or provide proof thereof, pursuant to Paragraph 19.
21. Stipulated penalties under Paragraph 20 of this ASA shall begin to accrue on the day after performance is due and shall continue to accrue until the day compliance is achieved. Stipulated penalties shall be paid in accordance with Paragraph 19 of this ASA.

General Provisions:

22. This ASA becomes effective upon the date executed by EPA (effective date of the ASA), at which time a copy will be returned to Respondent.
23. Notwithstanding any other provision of this ASA, upon Respondent's failure to perform, or default, or failure to comply with any term of this ASA, EPA may refer this matter to the United States Department of Justice to recover civil penalties pursuant to section 205 of the CAA, 42 U.S.C. § 7524, commence an

action to enforce this ASA, recover the civil penalty pursuant to section 205 of the CAA, or pursue any other remedies available to it. Respondent specifically agrees that in the event of such default or failure to comply, EPA may proceed in an action based on the original claim of violations of the CAA and the regulations promulgated thereunder at 40 C.F.R. Part 80. Respondent expressly waives its right to assert that such action is barred by 28 U.S.C. § 2462, any applicable statute of limitation, or other provisions limiting actions as a result of passage of time. Respondent acknowledges that its tax identification number may be used for collecting or reporting any delinquent monetary obligation arising from this Agreement. *See* 31 U.S.C. § 7701.

24. The Parties represent that the individual or individuals executing this ASA on behalf of Respondent are authorized to do so and that such execution is intended and is sufficient to bind Respondent, its agents, assigns, or successors.
25. Respondent waives its rights, if any, to a hearing, trial or any other proceeding on any issue of fact or law relating to the matters consented to herein.
26. The validity, enforceability, and construction of all matters pertaining to this ASA shall be determined in accordance with applicable federal law.
27. This ASA is contingent upon the truthfulness, accuracy and completeness of Respondent's disclosures and representations to EPA in this ASA.

Effect of ASA:

28. This ASA resolves the EPA's civil claims for the violations alleged in Paragraph 17. The resolution of claims set forth in this Paragraph shall take effect upon the receipt by the United States of the civil penalty payment required by Paragraph

19. Nothing herein shall limit the right of EPA to proceed against Respondent in the event of default or noncompliance with this ASA, for violations of section 211 of the CAA, 42 U.S.C. § 7545, which are not the subject matter of this ASA, for other violations of law, or with respect to other matters not within the scope of this ASA. This ASA in no way affects or relieves Respondent of responsibility to comply with other state, federal, or local laws or regulations.

SIGNATURES ON FOLLOWING PAGES

*Administrative Settlement Agreement – In the Matter of:
Flint Hills Resources LP
AED/MSEB # 7960*

The following agree to the terms of this ASA:

Flint Hills Resources LP

By: Rita Hardy

Date: 4/11/2012

Typed or Printed Name: Rita Hardy

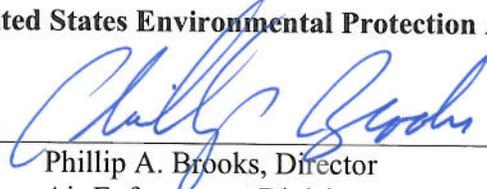
Typed or Printed Title: Vice President, Quality & Compliance

Federal Tax Identification Number: 41-0743457

*Administrative Settlement Agreement – In the Matter of:
Flint Hills Resources LP
AED/MSEB # 7960*

United States Environmental Protection Agency

By: _____



Phillip A. Brooks, Director
Air Enforcement Division
Office of Civil Enforcement

Date: _____

4/18/12

Attachment A
Administrative Settlement Agreement, AED/MSEB # 7960

List of Invalid Renewable Identification Numbers Flint Hills Resources LP
Retired for Compliance Purposes

22010346084000039221520000000100006750	22010346084000016801520000000100001125
22010346084000039231520000000100006000	22010346084000016811520000542400012000
22010346084000014941520000675100008000	22010346084000016811520000000100005423
22010346084000014951520000000100006500	22010346084000016821520000400700012000
22010346084000014961520000266900005500	22010346084000016821520000000100004006
22010346084000014961520000000100002668	22010346084000016831520000200200009750
22010346084000014971520000000100005000	22010346084000016831520000000100002001
22010346084000014981520000217300007000	22010346084000016841520000183300009750
22010346084000014981520000000100002172	22010346084000016841520000000100001832
22010346084000014991520000000100005771	22010346084000016851520000000100002377
22010346084000014991520000577200008000	22010346084000016851520000237800007500
22010346084000015001520000000100004000	22010346084000016861520000000100005458
22010346084000015011520000000100004169	22010346084000016861520000545900007500
22010346084000015011520000417000007000	22010346084000039241520000000100005415
22010346084000015021520000000100007000	22010346084000039241520000541600006750
22010346084000015031520000076600007000	22010346084000039251520000379700006000
22010346084000015031520000000100000765	22010346084000039261520000000100007500
22010346084000015041520000000100004363	22010346084000039271520000375100007500
22010346084000015041520000436400005500	22010346084000039291520000000100006750
22010346084000015051520000000100004000	22010346084000039301520000000100006000
22010346084000015061520000000100004000	22010346084000039311520000000100006000
22010346084000015071520000117100008000	22010346084000039321520000000100011250
22010346084000015071520000000100001170	22010346084000039731520000025100009750
22010346084000016751520000349000009750	22010346084000040321520000550100007500
22010346084000016751520000000100003489	22010346084000040571520000661400007500
22010346084000016761520000000100004154	22010346084000040621520000475100006000
22010346084000016761520000415500010500	22010346084000016871520000000100007500
22010346084000016771520000424700010500	22010346084000016881520000042700009000
22010346084000016771520000000100004246	2201034608400001688152000000010000426
22010346084000016781520000433700007500	22010346084000016891520000203400009000
22010346084000016781520000000100004336	22010346084000016891520000000100002033
22010346084000016791520000000100006000	22010346084000016901520000000100002423
22010346084000016801520000112600006000	