

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

UNITED STATES OF AMERICA,)	
)	Civil No. 2:08-cv-00020-WFD
Plaintiff,)	
)	
OKLAHOMA DEPARTMENT OF)	FOURTH AMENDMENT
ENVIRONMENTAL QUALITY)	TO CONSENT DECREE
and STATE OF WYOMING,)	
)	
Plaintiff-Intervenors,)	
)	
v.)	JUDGE WILLIAM F. DOWNES
)	
HOLLY REFINING AND MARKETING -)	
TULSA LLC, HEP TULSA LLC, SINCLAIR)	
WYOMING REFINING COMPANY, and)	
SINCLAIR CASPER REFINING COMPANY)	
)	
Defendants.)	

WHEREAS, the United States of America (hereinafter “the United States”), the U.S. Environmental Protection Agency (“EPA), the State of Oklahoma, the State of Wyoming, Sinclair Tulsa Refining Company (“STRC”), Sinclair Wyoming Refining Company (“SWRC”), and Sinclair Casper Refining Company (“SCRC”) (collectively “the Sinclair Refineries”) are parties to a Consent Decree filed with this Court on May 8, 2008 as amended (hereinafter “the Consent Decree”);

WHEREAS, on December 1, 2009, Holly Refining & Marketing - Tulsa LLC (“Holly Tulsa”) and HEP Tulsa LLC (“HEP Tulsa”) purchased the assets of the Sinclair refinery located at Tulsa, Oklahoma (“the Tulsa Refinery” as defined herein), which is covered by the Consent Decree;

WHEREAS, on November 30, 2009 this court approved the Third Amendment to the Consent Decree to transfer to Holly Tulsa and HEP Tulsa the obligations, liabilities, rights, and releases of the Consent Decree as they pertain to the Tulsa Refinery;

WHEREAS, the parties wish to amend the Consent Decree to address (1) the re-starting of the Tulsa Refinery's CRU Splitter Reboiler which had previously been shut down, (2) the recent sale by Holly Tulsa of certain Tulsa Refinery storage and loading and unloading assets to Holly Energy Storage Tulsa LLC, as discussed below, and (3) the operation by HEP Operations LLC of the storage and other facilities owned by HEP Tulsa and Holly Energy Storage;

WHEREAS, Paragraph 42.b of the Consent Decree, as amended by the Third Amendment to the Consent Decree, provides *inter alia* that the Tulsa Refinery will use Qualifying Controls to reduce NOx emissions from the Combustion Units listed in Appendix B by at least 579.2 tons per year;

WHEREAS, Paragraph 47 of the Consent Decree provides that STRC shall submit an application to amend the operating permit at the Tulsa Refinery to permanently shut down the CRU Splitter Reboiler;

WHEREAS, pursuant to Paragraph 47 of the Consent Decree, the operating permit at the Tulsa Refinery was amended to shut down the CRU Splitter Reboiler;

WHEREAS, Holly Tulsa now wishes to operate the CRU Splitter Reboiler, together with other equipment, in order to comply with certain EPA motor vehicle fuel regulations;

WHEREAS, on March 31, 2010, Holly Tulsa sold to Holly Energy Storage - Tulsa LLC, a Delaware limited liability company ("Holly Energy Storage") certain

storage tank, rail loading rack and truck unloading rack assets at the Tulsa Refinery, identified in attached Appendix G to this Consent Decree;

WHEREAS, the United States and the Oklahoma Department of Environmental Quality agree, based on Holly Energy Storage's representations, that Holly Energy Storage has the financial and technical ability to assume its respective obligations and liabilities of the Consent Decree as they relate to the Tulsa Refinery assets acquired by Holly Energy Storage;

WHEREAS, HEP Operations LLC, a Delaware limited liability company ("HEP Operations"), is now the operator of all of the storage and other facilities owned by HEP Tulsa and Holly Energy Storage, as identified in Exhibits F and G of this Consent Decree;

WHEREAS, the United States and the Oklahoma Department of Environmental Quality agree, based on HEP Operations' representations, that HEP Operations has the financial and technical ability to assume its respective obligations and liabilities of the Consent Decree as they relate to the Tulsa Refinery assets operated by HEP Operations;

WHEREAS, the United States, the Oklahoma Department of Environmental Quality, Holly Tulsa and HEP Tulsa desire to amend the Consent Decree to transfer to Holly Energy Storage the obligations, liabilities, rights, and releases of the Consent Decree as they pertain to the assets of the Tulsa Refinery that Holly Energy Storage owns as listed on Appendix G of the Consent Decree, to make Holly Energy Storage a party thereto, and to release Holly Tulsa from its obligations and liabilities under the Consent Decree insofar as they relate to the Holly Energy Storage assets at the Tulsa Refinery as

listed in Appendix G of the Consent Decree as of the closing date for the sale of these assets, March 31, 2010 (“the Holly Energy Storage Closing Date”);

WHEREAS, the United States, the Oklahoma Department of Environmental Quality, Holly Tulsa and HEP Tulsa desire to amend the Consent Decree to transfer to HEP Operations the obligations, liabilities, rights, and releases of the Consent Decree as they apply to operation of the assets listed on Appendix F and Appendix G of the Consent Decree, and to make HEP Operations a party thereto;

WHEREAS, the Consent Decree specifies that the Court would retain continuing jurisdiction for the purpose of enforcing and modifying the Consent Decree;

WHEREAS, the Oklahoma Department of Environmental Quality is the “Applicable Co-Plaintiff” for the Tulsa Refinery as that term is used in Paragraph 345 of the Consent Decree;

WHEREAS, Paragraph 345 of the Consent Decree provides that any material modifications to the Consent Decree shall be in writing, shall be signed by the U.S. Environmental Protection Agency (“EPA”), the Applicable Co-Plaintiff, and the relevant Sinclair Refineries, and shall be effective upon approval by the Court; and

WHEREAS, the parties to this Fourth Amendment To Consent Decree (the “Fourth Amendment”) have agreed to certain material modifications to the Consent Decree, as set forth herein, to allow the CRU Splitter Reboiler to operate and to add Holly Energy Storage and HEP Operations as parties to this Consent Decree, and Court approval is required to effect these material modifications.

NOW THEREFORE, the United States, the Oklahoma Department of Environmental Quality, Holly Tulsa and HEP Tulsa hereby agree that the Consent Decree

shall remain in full force and effect in accordance with its terms, except as set forth in this Fourth Amendment, which shall become effective upon entry by this Court.

AMENDED CONSENT DECREE PROVISIONS

1. Paragraph 47 of the Consent Decree shall be revised to read as follows:
 47. By no later than six months after Date of Entry, the STRC shall submit an application to amend the operating permit at Tulsa to permanently shut down the CRU Splitter Reboiler. If Holly Tulsa wishes to restart this boiler, Holly Tulsa shall submit an application to amend the operating permit at Tulsa to include the CRU Splitter Reboiler with a NO_x emission limit no higher than 0.04 lb NO_x/mmBTU (HHV) and comply with all other applicable permitting requirements.
2. The list of Tulsa Refinery combustion units in Appendix B of the Consent Decree shall be amended to include the CRU Splitter Reboiler, as set forth in Attachment 1 to this Fourth Amendment to the Consent Decree.
3. For the Tulsa Refinery storage tank and loading and unloading rack facilities listed in Appendix G of this Consent Decree, effective after the Holly Energy Storage Closing Date, Holly Energy Storage hereby assumes, and Holly Tulsa is hereby released from, all obligations and liabilities imposed by the Consent Decree on the facilities listed in Appendix G of this Consent Decree, and the terms and conditions of the Consent Decree as they relate to the assets owned by Holly Energy Storages shall hereby apply to, be binding upon, and be enforceable against Holly Energy Storage to the same extent as if Holly Energy Storage were specifically identified and/or named in those provisions of the Consent Decree.

4. For the Tulsa Refinery the storage tank and loading and unloading rack facilities listed in Appendix F and Appendix G of this Consent Decree, effective after the entry of this Fourth Amendment to the Consent Decree, HEP Operations hereby assumes all obligations and liabilities imposed by the Consent Decree on the operator of the facilities listed in Appendix F and Appendix G of this Consent Decree, and the terms and conditions of the Consent Decree as they relate to the operator of those facilities shall hereby apply to, be binding upon, and be enforceable against HEP Operations to the same extent as if HEP Operations were specifically identified and/or named in those provisions of the Consent Decree.

5. For clarity (a) Holly Energy Storage shall have obligations and liabilities imposed by this Consent Decree on the owner only of the Tulsa Refinery facilities listed in Appendix G of this Consent Decree, (b) HEP Tulsa shall have obligations and liabilities imposed by this Consent Decree on the owner only of the Tulsa Refinery facilities listed in Appendix F of this Consent Decree, (c) HEP Operations shall have obligations and liabilities imposed by this Consent Decree on the operator only of the Tulsa Refinery facilities listed in Appendix F and G of this Consent Decree, and (d) Holly Tulsa shall have obligations and liabilities imposed by this Consent Decree on the owner and operator of the Tulsa Refinery except for those facilities listed in Appendix F and Appendix G of this Consent Decree.

6. Paragraph 148 is amended to read as follows:

148. As of the Date of Entry, each existing “process unit” (as defined by 40 C.F.R 60.591) at each of the Refineries shall become an “affected facility” for

purposes of 40 C.F.R. Part 60, Subpart GGG, and shall become subject to and comply with the requirements of 40 C.F.R. Part 60, Subpart GGG, and the requirements of this Section. For the Tulsa Refinery, the Leak Detection and Repair program requirements of this Section V.N of the Consent Decree shall apply to Holly Tulsa, except for the facilities listed in Appendix F and G of this Consent Decree. The requirements of this Section V.N shall apply to HEP Tulsa as the owner of the Tulsa Refinery facilities listed in Appendix F of this Consent Decree. The requirements of this Section V.N shall apply to Holly Energy Storage as the owner of the Tulsa Refinery facilities listed in Appendix G of this Consent Decree. The requirements of this Section V.N shall apply to HEP Operations as the operator of the Tulsa Refinery facilities listed in Appendix F and Appendix G of this Consent Decree.

7. Paragraph 150 is revised to read as follows:

150. Written Refinery-Wide LDAR Program. By no later than 90 days after Date of Entry, the Refineries shall develop and maintain a written, Refinery-wide program for compliance with all applicable federal and state LDAR regulations. The Refineries shall implement this program on a Refinery-wide basis and update such program as may be necessary to ensure continuing compliance through and after termination. The Refinery-wide program shall include at a minimum:

- (a) A facility-wide leak rate goal that includes specific process-unit leak rate goals that will be a target for achievement;
- (b) An identification of all equipment in light liquid and/or in gas/vapor service in the Refineries that has the potential to leak VOCs, HAPs, VHAPs, and benzene;
- (c) Procedures for identifying leaking equipment within process units;

- (d) Procedures for repairing and keeping track of leaking equipment;
- (e) Procedures (e.g., a Management of Change program) to ensure that components subject to LDAR requirements that are added to each facility during scheduled maintenance and construction activities are integrated into the LDAR program;
- (f) A process for evaluating new and replacement LDAR equipment that includes active consideration of equipment or techniques that will minimize leaks and/or eliminate chronic leakers; and
- (g) A definition of "LDAR Personnel" and a process for accountability, identifying for each facility the person or position that will be the "LDAR Coordinator." Consistent with the Refineries' management authority, this person shall have the responsibility to implement improvements to the LDAR program.
- (h) For the Tulsa Refinery only, by no later than 90 Days after Date of Entry of the Third Amendment to the Consent Decree (i) Holly Tulsa shall revise the Written Refinery-Wide LDAR Program prepared by STRC pursuant to this Paragraph for the Tulsa Refinery to reflect Holly Tulsa's LDAR obligations pursuant to this Consent Decree and shall submit a copy to EPA and the Oklahoma Department of Environmental Quality, and (ii) HEP Tulsa shall revise the Written Refinery-Wide LDAR Program prepared by STRC pursuant to this Paragraph for the Tulsa Refinery to reflect HEP Tulsa's LDAR obligations for the gasoline terminal and loading rack operations identified in Appendix F of this Consent Decree, and shall submit a copy to EPA and the Oklahoma Department of Environmental Quality.
- (i) For the Tulsa Refinery only, by no later than 90 Days after Date of Entry of this Fourth Amendment to the Consent Decree Holly Energy Storage shall revise the Written Refinery-Wide LDAR Program prepared by STRC pursuant to this Paragraph for the Tulsa Refinery to reflect Holly Energy Storage's LDAR obligations for the storage tank and loading and unloading rack operations identified in Appendix G of this Consent Decree, and shall submit a copy to EPA and the Oklahoma Department of Environmental Quality.

8. Paragraph 156 is revised to read as follows:

156. Internal Audits. The Sinclair Casper and Sinclair Wyoming Refineries shall conduct internal audits of their LDAR programs by sending personnel familiar with LDAR program requirements from one Sinclair Refinery to audit the other Sinclair Refinery. Holly Tulsa, HEP Tulsa and Holly Energy Storage shall conduct internal audits of their respective Tulsa Refinery facilities and Holly Tulsa may send personnel familiar with LDAR program requirements from another Holly Corporation location to the Tulsa Refinery. The Sinclair Casper and Sinclair Wyoming Refineries, Holly Tulsa, HEP Tulsa and Holly Energy Storage shall complete the first internal LDAR audit by no later than two years after the third-party audit is conducted according to Paragraph 155. Internal audits of each of the Sinclair Casper and Sinclair Wyoming Refineries and the Tulsa Refinery shall be conducted at least once every four years thereafter. The Sinclair Casper and Sinclair Wyoming Refineries, Holly Tulsa, HEP Tulsa and Holly Energy Storage may elect to retain third-parties to undertake these internal audits, provided that an audit occurs every two (2) years.

9. Paragraph 171 is revised to read as follows:

171. LDAR Personnel. By no later than the Date of Entry the Refineries shall establish a program that will hold LDAR personnel accountable for LDAR performance. The Sinclair Casper and Sinclair Wyoming Refineries, Holly Tulsa, HEP Tulsa and Holly Energy Storage shall maintain a position responsible for LDAR management, with the authority to implement improvements (“LDAR Coordinator”). In the case of the Tulsa Refinery, the LDAR Coordinator may be an employee of Holly Tulsa, HEP Tulsa, Holly Energy Storage or HEP Operations.

10. Paragraph 269 is revised to read as follows:

269. SCRC, STRC and SWRC will be liable for interest on the unpaid balance of the civil penalty specified in Part X, and for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part XI. Holly Tulsa will be liable for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part XI imposed upon Holly Tulsa for acts and omissions of Holly Tulsa after the Closing Date for the Sale by STRC of the Tulsa Refinery to Holly Tulsa and HEP Tulsa. HEP Tulsa will be liable for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part XI imposed upon HEP Tulsa for acts and omissions of HEP Tulsa after the Closing Date for the Sale by STRC of the Tulsa Refinery to HEP Tulsa. Holly Energy Storage will be liable for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part XI imposed upon Holly Energy Storage for acts and omissions of Holly Energy Storage after the Closing Date for the Sale by Holly Tulsa of the Tulsa Refinery assets listed in Appendix G to Holly Energy Storage. Holly Operations will be liable for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part XI imposed upon Holly Operations for acts and omissions of Holly Operations after the date of entry of this Fourth Amendment. All such interest will accrue at the rate established pursuant to 28 U.S.C. § 1961(a) -- *i.e.*, a rate equal to the coupon issue yield equivalent (as determined by the Secretary of Treasury) of the average accepted auction price for the last auction of 52-week U.S. Treasury bills settled prior to the Date of Lodging of the Consent Decree. Interest will be computed daily and compounded annually. Interest will be calculated from the date payment is due under the Consent Decree through the date of actual

payment. For purposes of this Paragraph 269, interest pursuant to this Paragraph will cease to accrue on the amount of any stipulated penalty payment made into an interest bearing escrow account as contemplated by Paragraph 267 of the Consent Decree. Monies timely paid into escrow will not be considered to be an unpaid balance under this Part.

11. Paragraph 319 is revised to read as follows:

319. Exclusions from Release Coverage: Construction and/or Modification Not Covered.

(a) SCRC, STRC and SWRC. Notwithstanding Paragraphs 315-317, nothing in this Consent Decree precludes the United States and/or the Plaintiff-Intervenors from seeking from the SCRC or SWRC injunctive relief, penalties or other appropriate relief for violations by the SCRC or SWRC and for penalties for violations by STRC of the Applicable NSR/PSD Requirements resulting from: (1) any construction or modification at the Sinclair Wyoming, Sinclair Casper and Sinclair Tulsa Refineries that commenced prior to the Date of Lodging of the Consent Decree if the resulting violations relate to pollutants or units not covered by the Consent Decree; (2) any construction or modification at the Sinclair Wyoming Refinery and the Sinclair Casper Refinery that commences after the Date of Lodging of the Consent Decree; or (3) any construction or modification at the Tulsa Refinery that commences after the Date of Lodging of the Consent Decree and up to and including the Closing Date for the sale of the Tulsa Refinery.

(b) Holly Tulsa. Notwithstanding Paragraphs 315-317, nothing in this Consent Decree precludes the United States and/or the Plaintiff-Intervenors from seeking from Holly Tulsa: (1) injunctive relief for violations of the Applicable NSR/PSD Requirements resulting from construction or modification at the Tulsa Refinery (excluding the facilities listed in Appendix F and Appendix G of the Consent Decree) that commenced prior to the Closing Date for the sale of the Tulsa Refinery, if the resulting violations relate to pollutants or units not covered by the Consent Decree; or (2) injunctive relief, penalties, or other appropriate relief for violations by Holly Tulsa of the Applicable NSR/PSD Requirements resulting from any construction or modification at the Tulsa Refinery (excluding the facilities listed in Appendix F and Appendix G of the Consent Decree) that commences after the Closing Date for the sale of the Tulsa Refinery.

(c) HEP Tulsa. Notwithstanding Paragraphs 315-317, nothing in this Consent Decree precludes the United States and/or the Plaintiff-Intervenors from seeking from HEP Tulsa: (1) injunctive relief for violations of the Applicable NSR/PSD Requirements resulting from construction or modification of the gasoline terminal and loading rack facilities at the Tulsa Refinery listed in Appendix F that commenced prior to the Closing Date for the sale of the Tulsa Refinery, if the resulting violations relate to pollutants or units not covered by the Consent Decree; or (2) injunctive relief, penalties, or other appropriate relief for violations by HEP Tulsa of the Applicable NSR/PSD Requirements resulting from any construction or modification of the gasoline terminal and loading rack

operations at the Tulsa Refinery listed in Appendix F that commences after the Closing Date for the sale of the Tulsa Refinery

(d) Holly Energy Storage. Notwithstanding Paragraphs 315-317, nothing in this Consent Decree precludes the United States and/or the Plaintiff-Intervenors from seeking from HEP Tulsa: (1) injunctive relief for violations of the Applicable NSR/PSD Requirements resulting from construction or modification of the storage tank and loading and unloading rack facilities at the Tulsa Refinery listed in Appendix G that commenced prior to the Closing Date for the sale of the Tulsa Refinery, if the resulting violations relate to pollutants or units not covered by the Consent Decree; or (2) injunctive relief, penalties, or other appropriate relief for violations by Holly Energy Storage of the Applicable NSR/PSD Requirements resulting from any construction or modification of the gasoline terminal and loading rack operations at the Tulsa Refinery listed in Appendix G that commences after the Holly Energy Storage Closing Date.

12. Paragraph 320 is revised to read as follows:

320. Evaluation of Applicable PSD/NSR Requirements Must Occur.

(a) Sinclair Casper and Sinclair Wyoming Refineries. With respect to the Sinclair Casper and Sinclair Wyoming Refineries, increases in emissions from units covered by this Consent Decree, where the increases result from the Post-Lodging construction or modification of any units within the Sinclair Wyoming Refinery and the Sinclair Casper Refinery, are beyond the scope of the release in Paragraphs 315-317, and the Sinclair Casper and Sinclair Wyoming Refineries are not relieved from any obligation to evaluate any such

increases in accordance with the Applicable PSD/NSR Requirements. With respect to the Tulsa Refinery, increases in emissions from units covered by this Consent Decree, where the increases result from the Post-Lodging construction or modification of any units within the Tulsa Refinery, up to and including the Closing Date for the sale of the Tulsa Refinery, are beyond the scope of the release in Paragraphs 315-317, and STRC is not relieved from any obligation to evaluate any such increases in accordance with the Applicable PSD/NSR Requirements.

(b) Tulsa Refinery. With respect to the Tulsa Refinery, increases in emissions from units covered by this Consent Decree, where the increases result from the construction or modification of any units within the Tulsa Refinery after the Closing Date for the sale of the Tulsa Refinery, are beyond the scope of the release in Paragraphs 315-317, and Holly Tulsa, HEP Tulsa and Holly Energy Storage are not relieved from any obligation to evaluate any such increases at their respective facilities in accordance with the Applicable PSD/NSR Requirements.

13. Paragraph 341 is hereby amended to remove the references to and the address for the Tulsa Refinery from the addresses listed for the STRC, and to include the following information for Holly Tulsa, HEP Tulsa, Holly Energy Storage, and HEP Operations:

As to Holly Tulsa:

Refinery Manager
1700 South Union
Tulsa, OK 74107

With a copy to:
General Counsel
Holly Corporation
100 Crescent Court, Suite 1600
Dallas, Texas 75201

As to HEP Tulsa:

Mark Cunningham
Vice-President, Operations
HEP Tulsa LLC
100 Crescent Court
Suite 1600
Dallas, Texas 75201

With a copy to:

General Counsel
Holly Energy Partners, L.P.
100 Crescent Court, Suite 1600
Dallas, Texas 75201

As to Holly Energy Storage:

Mark Cunningham
Vice-President, Operations
Holly Energy Storage – Tulsa LLC
100 Crescent Court
Suite 1600
Dallas, Texas 75201

With a copy to:
General Counsel
Holly Energy Partners, L.P.
100 Crescent Court, Suite 1600
Dallas, Texas 75201

As to HEP Operations LLC

David G. Blair
President
HEP Operations LLC
100 Crescent Court
Suite 1600
Dallas, Texas 75201

14. Neither the approval of Holly Tulsa with respect to the Tulsa Refinery facilities identified in Appendix F and G of the Consent Decree, nor the approval of HEP Tulsa (except for the facilities identified in Appendix F of this Consent Decree), nor the approval of Holly Energy Storage (except for the facilities identified in Appendix G of this Consent Decree), nor the approval of HEP Operations (except for the facilities identified in Appendix F and Appendix G of this Consent Decree) shall be required for any future amendments of this Consent Decree relating to the Tulsa Refinery.
15. This amendment may be executed in several counterparts, each of which will be considered an original.

ORDER

Before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the Parties, it is: ORDERED, ADJUDGED and DECREED that this Fourth Amendment to Consent Decree is hereby approved and entered as a final order of this court.

Dated and entered this ____ day of _____, 2010.

WILLIAM F. DOWNES
United States District Judge

SIGNATORIES

Each of the undersigned representatives certifies that he or she is fully authorized to enter into the Fourth Amendment to Consent Decree on behalf of such Parties, and to execute and to bind such Parties to this Fourth Amendment to Consent Decree. This Fourth Amendment to Consent Decree may be signed in counterparts.

WE HEREBY CONSENT to the entry of the Fourth Amendment to Consent Decree entered in the matter of *United States, et al. v. Sinclair Wyoming Refining Co., et al.*, Civil No. 2:08-cv-00020-WFD, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

Date: _____

7/2/10

Ignacia S. Moreno

Ignacia S. Moreno
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

Date: _____

James D. Freeman

JAMES D. FREEMAN
Senior Attorney
Environmental Enforcement Section
United States Department of Justice

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FOR PLAINTIFF THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:

Date: 7/23/10



ADAM M. KUSHNER
Director, Office of Civil Enforcement
Office of Enforcement and Compliance
Assurance
United States Environmental Protection Agency

Date: 7/19/2010



Robert D. Fentress
Attorney-Advisor
Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance
Assurance
United States Environmental Protection Agency

WE HEREBY CONSENT to the entry of the Fourth Amendment to Consent Decree entered in the matter of *United States, et al. v. Sinclair Wyoming Refining Co., et al.*, Civil No. 2:08-cv-00020-WFD, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF-INTERVENOR, STATE OF
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY:

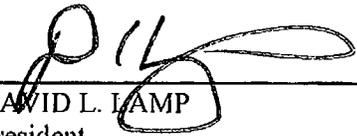
Date: 6/16/2010

for 
STEVEN A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality

WE HEREBY CONSENT to the entry of the Fourth Amendment to Consent Decree entered in the matter of *United States, et al. v. Sinclair Tulsa Refining Company, et al.*, Civil No. 2:08-cv-00020-WFD, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR DEFENDANT HOLLY REFINING &
MARKETING-TULSA, LLC,
a Delaware limited liability company

Date: 6/10/10



DAVID L. LAMP
President

FOR DEFENDANT HEP TULSA LLC,
a Delaware limited liability company

Date: 6/10/10



DAVID G. BLAIR
Senior Vice President

FOR DEFENDANT HOLLY ENERGY
STORAGE - TULSA LLC,
a Delaware limited liability company

Date: 6/10/10



DAVID G. BLAIR
President

FOR DEFENDANT HEP OPERATIONS LLC,
a Delaware limited liability company

Date: 6/10/10



DAVID G. BLAIR
President

Attachment 1:
Appendix B (revised): List of Combustion Units (Heaters and Boilers)

	TPY Baseline
Tulsa	983.4
Total	983.4

HRMT Tulsa Refinery

pt #	COMBUSTION UNIT NAME	Allowable Heat Input Capacity MM Btu/hr	Maximum Physical Heat Input Capacity MM Btu/hr	2004 Utilization Rate MM Btu/hr (HHV)	NOx Baseline Emissions Factor lb NOx / MM Btu (HHV)	2004 NOx Baseline Emissions Rate TPY	2005 Utilization Rate MM Btu/hr (HHV)	NOx Baseline Emissions Factor lb NOx / MM Btu (HHV)	2005 NOx Baseline Emissions Rate TPY	2004 - 2005 average NOx emissions Rate TPY	Type of data used to derive emission estimate
1	Boiler 1 (east)	233.0	233.0	136.1	0.297	177.3	124.2	0.297	161.8	169.6	average of 11/10/03 and 12/15/03 tests
	Boiler 2 (east)	233.0	233.0	136.1	0.290	172.8	124.2	0.290	157.7	165.3	average of 11/10/03 and 12/15/03 tests
2	Boiler 3 (west) fuel gas	233.0	233.0	94.2	0.199	82.0	73.5	0.199	64.0	73.0	average of 11/10/03 and 12/15/03 tests
	Boiler 3 (west) fuel oil			41.9	0.313	57.5	50.7	0.313	69.6	63.6	AP-42
	Boiler 4 (west) fuel gas	233.0	233.0	94.2	0.289	119.1	73.5	0.289	93.0	106.1	average of 11/10/03 and 12/15/03 tests
	Boiler 4 (west) fuel oil			41.9	0.313	57.5	50.7	0.313	69.6	63.6	AP-42

pt #	COMBUSTION UNIT NAME	Allowable Heat Input Capacity MM Btu/hr	Maximum Physical Heat Input Capacity MM Btu/hr	2004 Utilization Rate MM Btu/hr (HHV)	NOx Baseline Emissions Factor lb NOx / MM Btu (HHV)	2004 NOx Baseline Emissions Rate TPY	2005 Utilization Rate MM Btu/hr (HHV)	NOx Baseline Emissions Factor lb NOx / MM Btu (HHV)	2005 NOx Baseline Emissions Rate TPY	2004 - 2005 average NOx emissions		Type of data used to derive emission estimate
										Rate	Rate	
6	Crude Unit Atm. Heater	200.0	200.0	179.7	0.089	70.4	163.8	0.089	64.2	67.3	average of 11/12/03 and 12/17/03 tests	
	Crude Unit Vacuum Heater	90.0	90.0	88.5	0.135	52.1	80.7	0.135	47.5	49.8	average of 11/12/03 and 12/17/03 tests	
7	HTU North - Reactor Charge Heater	55.0	55.0	66.6	0.113	33.0	62.2	0.113	30.8	31.9	average of 11/11/03 and 12/16/03 tests	
	HTU South - Stripper Reboiler	120.0	120.0	64.9	0.135	38.4	60.6	0.135	35.8	37.1	average of 11/11/03 and 12/16/03 tests	
9	HTU South - Fractionator Reboiler	65.0	65.0	39.3	0.113	19.4	36.7	0.113	18.2	18.8	average of 11/11/03 and 12/16/03 tests	
	FCCU Charge Heater	150.0	150.0	50.0	0.189	41.3	56.1	0.189	46.4	43.9	11/12/03 test	
13	CRU Stabilizer Reboiler	85.0	85.0	36.9	0.117	18.9	31.0	0.117	15.9	17.4	average of 11/11/03 and 12/16/03 tests	
	CRU Splitter Reboiler	75.0	75.0	0	0	0	0	0	0	0	NA	
14	CRU Charge Heater	120.0	120.0	47.2	0.077	15.9	39.7	0.077	13.4	14.7	average of 11/11/03 and 12/16/03 tests	
	CRU Intermediate #1	101.0	101.0	88.2	0.110	42.6	74.2	0.110	35.8	39.2	average of 11/11/03 and 12/16/03 tests	

pt #	COMBUSTION UNIT NAME	Allowable Heat Input Capacity MM Btu/hr	Maximum Physical Heat Input Capacity MM Btu/hr	2004 Utilization Rate MM Btu/hr (HHV)	NOx Baseline Emissions Factor lb NOx / MM Btu (HHV)	2004 NOx Baseline Emissions Rate TPY	2005 Utilization Rate MM Btu/hr (HHV)	NOx Baseline Emissions Factor lb NOx / MM Btu (HHV)	2005 NOx Baseline Emissions Rate TPY	2004 - 2005 average NOx emissions Rate		Type of data used to derive emission estimate
										TPY	TPY	
	CRU Intermediate #2	25.0	25.0	32.8	0.133	19.1	27.6	0.133	16.0	17.5	average of 11/11/03 and 12/16/03 tests	
19	Isom Charge	65.0	65.0	11.5	0.098	4.9	10.3	0.098	4.4	4.7	AP-42, utilization rates from 2000 & 2001	
	Total - heaters & boilers	2083.0	2083.0	1249.9		1022.4	1139.8		944.4	983.4		

Exhibit F
HEP Tulsa Asset Listing

HEP Tulsa owns the tanks listed in this Appendix, and all associated piping and equipment up to the first valve flange, but not including the valve, that is connected to a refinery process.

HEP Tulsa owns the entire product terminal sales rack, including all piping and valves. HEP Tulsa will own the loading rack thermal oxidizer.

HEP Tulsa owns the outbound product piping line and valves from the product tanks to the 3rd party pipeline custody transfer flange.

Asphalt Truck Loading Rack
Propane Truck Loading Rack
Gasoline/Diesel/Jet Truck Loading Rack
Product Delivery pipelines (2)

TANK ID	PRODUCT DESCRIPTION	ROOF TYPE	NOMINAL CAPACITY BBLs
10	ULSD #2 (XT)	W	37,500
11	ULSD #2 (XT)	W	37,500
102	Kerosene	W	37,500
103	Kerosene	W	37,500
104	ULSD #2 (XT)	W	37,500
110	ULSD #1	W	37,500
111	Kerosene	W	37,500
115A	ULSD #2 (XT)	W	151,000
115B	ULSD #2 (XT)	W	151,000
116	Kerosene	W	37,500
117	ULSD #2 (XT)	W	63,000
450	Premium Unleaded	R	12,000
451	ULSD #2 (XT)	R	12,000
452	ULSD #2 (XT)	R	12,000
464	Unleaded Regular	W-IFR-S	80,000
465	Unleaded Regular	W-IFR-S	74,000
466	Unleaded Regular	R-IFR-S	80,000
467	Unleaded Regular	R-IFR-S	80,000
470	Unleaded Regular	R-IFR-S	80,000
472	Unleaded Regular	W-IFR-S	151,000
473	Premium Unleaded (ST)	W-IFR-S	80,000
601	Unleaded Regular	W	19,000
602	Premium Unleaded (ST)	W	10,000

TANK ID	PRODUCT DESCRIPTION	ROOF TYPE	NOMINAL CAPACITY BBLs
603	USLD #2 (XT)	W	2,000
605	Ethanol	W	5,000
606	Empty	W	500
26 Tanks Total			1,362,500

Tank types described above:

W-Welded

IFR-Internal Floating Roof

EFR-External Floating Roof

R-Rivited

S-Seal Welded

Exhibit G
Facilities Purchased By Holly Energy Storage

- A. The following storage tanks located at the Tulsa East Refinery:

TANK NUMBER	CURRENT SERVICE	NOMINAL CAPACITY, BBLs
1	Crude	130,000
2	Crude	131,000
3	Crude	130,000
8	Crude	130,000
123	CSO	37,500
471	Unleaded Gasoline	80,000
107	Flux/Asphalt	131,000
108	Flux/Asphalt	37,500
109	Flux/Asphalt	37,500
125	Flux/Asphalt	37,500
131	Flux/Asphalt	37,500
442	Gasoline blendstock	11,700
445	Gasoline blendstock	11,700
446	Gasoline blendstock	11,700
447	Gasoline blendstock	11,700
460	LSR	80,000
461	LSR	80,000
17	FCCU LCO	37,500
114	Raw Diesel	131,000
9	Raw gas oil	130,000

15	Raw gas oil	130,000
16	Raw gas oil-Sour	151,078
6	Raw naphtha	54,000
4	Scanfiner feed	120,566
40	Raw gas oil	6,100
41	CSO	3,900
34	Truck loading-64/22 asphalt	11,700
36	Truck loading-58/28 asphalt	11,500
124	Flux/Asphalt	37,500
18	Slop	37,500
31	Slop	15,000
7	Naphtha	64,000
14	Naphtha	55,000

TOTAL CAPACITY	2,122,644
(33 TANKS)	

B. The Rail Loading Rack at the Tulsa East Refinery located on a tract of land lying in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 19 North, Range 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma.

C. The Truck Unloading Rack at the Tulsa East Refinery located on the land on a tract of land lying in the East Half of the Northwest Quarter of Section 23, Township 19 North, Range 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma.