

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

FILED
U.S. DISTRICT COURT
DISTRICT OF WYOMING
NOV 23 2009
2:40 PM
Stephan Harris, Clerk
Casper

UNITED STATES OF AMERICA,)	
)	Civil No. 2:08-cv-00020-WFD
Plaintiff,)	
)	
OKLAHOMA DEPARTMENT OF)	THIRD AMENDMENT TO
ENVIRONMENTAL QUALITY)	CONSENT DECREE
and STATE OF WYOMING,)	
)	
Plaintiff-Intervenors,)	
)	
v.)	JUDGE WILLIAM F. DOWNES
)	
SINCLAIR TULSA REFINING COMPANY,)	
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, STRC has agreed to sell and Holly Refining & Marketing - Tulsa LLC (“Holly Tulsa”) and HEP Tulsa LLC (“HEP Tulsa”) have agreed to buy the assets of the Sinclair refinery located at Tulsa, Oklahoma (“the Tulsa Refinery” as defined herein), which is covered by the Consent Decree;

WHEREAS, Holly Tulsa and HEP Tulsa have contractually agreed to assume the obligations of, and to be bound by the terms and conditions of, the Consent Decree, as amended in relevant part, as such obligations, terms, and conditions relate to the respective assets of the Tulsa Refinery that Holly Tulsa and HEP Tulsa will own as of the Closing Date;

WHEREAS, the United States, the EPA and the Oklahoma Department of Environmental Quality agree, based on Holly Tulsa's and HEP Tulsa's representations, that Holly Tulsa and HEP Tulsa have the financial and technical ability to assume their respective obligations and liabilities of the Consent Decree as they relate to the Tulsa Refinery;

WHEREAS, the United States, the Oklahoma Department of Environmental Quality, STRC, Holly Tulsa and HEP Tulsa desire to amend the Consent Decree to transfer to Holly Tulsa and HEP Tulsa the obligations, liabilities, rights, and releases of the Consent Decree as it pertains to the respective assets of the Tulsa Refinery that Holly Tulsa and HEP Tulsa will own as of the Closing Date, to make Holly Tulsa and HEP Tulsa parties thereto, and to release STRC from its obligations and liabilities under the Consent Decree insofar as they relate to the Tulsa Refinery as of the closing date for the sale of the Tulsa Refinery to Holly Tulsa and HEP Tulsa, December 1, 2009 ("the Closing Date");

WHEREAS, the Consent Decree specified 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 Third Amendment To Consent Decree (the “Third Amendment”) have agreed to certain material modifications to the Consent Decree, as set forth herein, to effectuate the transfer of certain of the Consent Decree’s obligations and liabilities from STRC to Holly Tulsa and HEP Tulsa, and Court approval is required to effect these material modifications.

NOW THEREFORE, the United States, the EPA, the Oklahoma Department of Environmental Quality, the Sinclair Refineries, 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 Third Amendment, which shall become effective upon entry by this Court.

AMENDED CONSENT DECREE PROVISIONS

1. Except as provided in Paragraph 3 of this Third Amendment and except for the assets listed in Appendix F of this Consent Decree (the “gasoline terminal and loading rack operations”), effective after the Closing Date, Holly Tulsa hereby assumes, and STRC is hereby released from, all obligations and liabilities imposed by the Consent Decree on the Tulsa Refinery, and the terms and conditions of the Consent Decree as they relate to the

Tulsa Refinery shall hereby exclusively apply to, be binding upon, and be enforceable against Holly Tulsa to the same extent as if Holly Tulsa were specifically identified and/or named in those provisions of the Consent Decree.

2. For the assets pertaining to the gasoline terminal and loading rack operations listed in Appendix F of this Consent Decree, except as provided in Paragraph 3 of this Third Amendment, effective after the Closing Date, HEP Tulsa hereby assumes, and STRC is hereby released from, all obligations and liabilities imposed by the Consent Decree on the Tulsa Refinery, and the terms and conditions of the Consent Decree as they relate to the Tulsa Refinery shall hereby exclusively apply to, be binding upon, and be enforceable against HEP Tulsa to the same extent as if HEP Tulsa were specifically identified and/or named in those provisions of the Consent Decree.

3. Holly Tulsa and HEP Tulsa shall not be responsible for any portion of the Civil Penalty provided for in Section X of the Consent Decree, which Civil Penalty the United States and the State of Oklahoma acknowledge has been paid in full. Holly Tulsa and HEP Tulsa shall not be responsible for any portion of the State Supplemental Environmental Projects provided for in Section VII of the Consent Decree, which the United States and the State of Oklahoma acknowledge have been satisfied. In addition, the parties acknowledge that Holly Tulsa's and HEP Tulsa's obligations with respect to the Tulsa Refinery will not commence until after the Closing Date, such that Holly Tulsa and HEP Tulsa shall have no liability for obligations relating to the Tulsa Refinery to be completed prior to and including the Closing Date, or for any violations or those portions of any continuing violations occurring at the Tulsa Refinery arising prior to and including the Closing Date.

4. All references to the term “Sinclair Refinery(ies)” shall be changed to “Refinery(ies).” The definitions of “Sinclair Refinery(ies)” and “Tulsa Refinery” in Paragraph 10.PP and 10.FFF shall be revised to read as follows:

PP. “Refinery(ies)” shall mean the Sinclair Wyoming Refinery owned and operated by SWRC and its successors and assigns, the Sinclair Casper Refinery owned and operated by SCRC and its successors and assigns, and the Tulsa Refinery, owned by Holly Refining & Marketing - Tulsa LLC and HEP Tulsa LLC, as of the Closing Date, and their successors and assigns. As used in the Consent Decree, the term “Refineries” applies to the Sinclair Wyoming Refinery, Sinclair Casper Refinery and the Tulsa Refinery, collectively, or to each of the Sinclair Wyoming Refinery, Sinclair Casper Refinery, or Tulsa Refinery, individually, as indicated by the intent and context of the applicable Paragraph in which the term is used.

FFF. “Tulsa Refinery” shall mean the refinery located in Tulsa, Oklahoma owned, as of the Date of Entry, by STRC, and as of the Closing Date, owned and operated by Holly Tulsa and HEP Tulsa. As of the Closing Date, Holly Tulsa shall own and operate the Tulsa Refinery (except for the gasoline terminal and loading rack operations identified in Appendix F of this Consent Decree). As of the Closing Date, HEP Tulsa shall own and operate the gasoline terminal and loading rack operations at the Tulsa Refinery identified in Appendix F of this Consent Decree.

5. All references to “Sinclair Tulsa Refinery” and “Sinclair Tulsa” shall be revised to refer to “Tulsa Refinery.”

6. All references to “STRC” and “the STRC” in Paragraphs 10.N., 26 (second sentence only), 34, 68.a, 68.b, 75.c, 96.a, 132.b, 135, 140, 271, and 272 shall be revised to refer to “Holly Tulsa and HEP Tulsa.”

7. All references to “the Defendant” and “Defendants” in Paragraph 314 shall be revised to read “each of STRC, SCRC, and SWRC.”

8. All references to “Date of Entry” shall be understood to refer to June 30, 2008, which was the date of entry of the Consent Decree. All references to “Date of Lodging” shall be understood to refer to January 16, 2008, which was the date that the Consent Decree was lodged with the Court.

9. Paragraph 42 is revised to read as follows:

42. a. NOx Emission Reductions from Sinclair Refineries Combustion Units. On or before December 31, 2009, the Sinclair Refineries will use Qualifying Controls to reduce NOx emissions from its Combustion Units listed in Appendix B by at least 295.8 tons per year, so as to satisfy the following inequality:

$$\sum_{i=1}^n [(E_{\text{actual}})_i - (E_{\text{allowable}})_i] \geq 295.8 \text{ tons of NO}_x \text{ per year}$$

Where:

$$(E_{\text{allowable}})_i = [(\text{The permitted allowable pounds of NO}_x \text{ per million BTU for Combustion Unit } i, \text{ or, the requested portion of the permitted reduction pursuant to Paragraph 192(c))/(2000 pounds per ton)] \times [(\text{the lower of permitted or maximum heat input rate capacity in million BTU per hour for$$

$$(E_{\text{actual}})_i = \text{Combustion Unit } i \times (\text{the lower of 8760 or permitted hours per year});$$

$$(E_{\text{actual}})_i = \text{The tons of NOx per year prior actual emissions during the refinery baseline years (unless prior actual emissions exceed allowable emissions, then use allowable) as shown in Appendix B for each Combustion Unit } i \text{ listed in Appendix B; and}$$

$$n = \text{The number of Combustion Units with Qualifying Controls from those listed in Appendix B that are selected by the Sinclair Refineries to satisfy the requirements of the equation set forth in this Paragraph.}$$

For purposes of this Paragraph and for demonstrating compliance with this Section V.F, “permitted allowable” in the term $(E_{\text{allowable}})_i$ above, shall be the NOx emission limit for each Combustion Unit which is the least of the following: (i) the NOx emission limit, in pounds per MMBTU at HHV (as a 365-day rolling average if based on CEMS, or as a 3-hour average if based on stack tests) based upon any existing federally enforceable permit condition in a permit that meets the requirements Paragraph 181; or (ii) the NOx emission limit, in pounds per MMBTU at HHV, reflected in any permit application for a federally enforceable permit that meets the requirements of Paragraph 181 that was submitted by the Sinclair Refineries for such Combustion Unit prior to December 31, 2008 (for compliance with Paragraph 45) or December 31, 2009 (for compliance with Paragraph 42). In the event the Sinclair Refineries identify a NOx emission limit based on a limit then reflected in a pending permit application, they shall not withdraw such application nor may they seek to modify that application to increase the NOx emission limit reflected in such application without prior EPA approval.

b. NOx Emission Reductions from Tulsa Refinery Combustion Units.

On or before December 31, 2009, the Tulsa Refinery will use Qualifying Controls to reduce NOx emissions from its Combustion Units listed in Appendix B by at least 579.2 tons per year, so as to satisfy the following inequality:

$$\sum_{i=1}^n [(E_{\text{actual}})_i - (E_{\text{allowable}})_i] \geq 579.2 \text{ tons of NO}_x \text{ per year}$$

Where:

- $(E_{\text{allowable}})_i$ = [(The permitted allowable pounds of NOx per million BTU for Combustion Unit i, or, the requested portion of the permitted reduction pursuant to Paragraph 192(c))/(2000 pounds per ton)] x [(the lower of permitted or maximum heat input rate capacity in million BTU per hour for Combustion Unit i) x (the lower of 8760 or permitted hours per year)];
- $(E_{\text{actual}})_i$ = The tons of NOx per year prior actual emissions during the refinery baseline years (unless prior actual emissions exceed allowable emissions, then use allowable) as shown in Appendix B for each Combustion Unit i listed in Appendix B; and
- n = The number of Combustion Units with Qualifying Controls from those listed in Appendix B that were selected by the Sinclair Refineries or are selected by the Tulsa Refinery to satisfy the requirements of the equation set forth in this Paragraph.

For purposes of this Paragraph and for demonstrating compliance with this Section V.F, “permitted allowable” in the term $(E_{\text{allowable}})_i$ above, shall be the NOx emission limit for each Combustion Unit which is the least of the following: (i) the NOx emission limit, in pounds per MMBTU at HHV (as a 365-day rolling average if based on CEMS, or as a 3-hour average if based on stack tests) based

upon any existing federally enforceable permit condition in a permit that meets the requirements Paragraph 181; or (ii) the NOx emission limit, in pounds per MMBTU at HHV, reflected in any permit application for a federally enforceable permit that meets the requirements of Paragraph 181 that was submitted by the Sinclair Refineries for such Combustion Unit prior to December 31, 2008 (for compliance with Paragraph 45) or by the Sinclair Refineries or the Tulsa Refinery prior to December 31, 2009 (for compliance with Paragraph 42). In the event the Tulsa Refinery identifies a NOx emission limit based on a limit then reflected in a pending permit application, it shall not withdraw such application nor may they seek to modify that application to increase the NOx emission limit reflected in such application without prior EPA approval.

10. 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 of this Consent Decree. The requirements of this Section V.N shall apply to HEP Tulsa for the Tulsa Refinery facilities listed in Appendix F of this Consent Decree.

11. 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 this 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.

12. 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 and HEP Tulsa shall conduct internal audits of their respective Tulsa Refinery facilities and Holly Tulsa may send personnel familiar with LDAR program requirements from another Holly refinery to the Tulsa Refinery. The Sinclair Casper and Sinclair Wyoming Refineries, Holly Tulsa and HEP Tulsa 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 and HEP Tulsa may elect to retain third-parties to undertake these internal audits, provided that an audit occurs every two (2) years.

13. 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 and HEP Tulsa shall maintain a position responsible for LDAR management, with the authority to implement improvements (“LDAR Coordinator”).

14. Paragraph 199.d is revised to read as follows:

d Certification. Each report will be certified by either (i) a person responsible for environmental management at the Sinclair Casper, Sinclair Wyoming and Tulsa Refineries (as applicable) or (ii) in the case of the Sinclair Casper and Sinclair Wyoming Refineries, by a person responsible for overseeing implementation of this Decree across the Sinclair Casper and Sinclair Wyoming Refineries, as follows:

I certify under penalty of law that this information was prepared under my direction or supervision by personnel qualified to properly gather and evaluate the information submitted. Based on my directions and after reasonable inquiry of the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

15. 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. HEP Tulsa will be liable for interest on any unpaid balance of stipulated penalties to be paid in accordance with Part XI imposed upon the HEP Tulsa for acts and omissions of HEP Tulsa after the

Closing Date. 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.

16. 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 gasoline terminal and loading rack operations) 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 gasoline terminal and loading rack operations) 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 operations at the Tulsa Refinery 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 that commences after the Closing Date for the sale of the Tulsa Refinery

17. 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 and HEP Tulsa are not relieved from any obligation to evaluate any such increases at their respective facilities in accordance with the Applicable PSD/NSR Requirements.

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

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
Holly Energy Partners
100 Crescent Court
Suite 1600
Dallas, Texas 75201

19. Neither the approval of Holly Tulsa and HEP Tulsa with respect to the Sinclair Casper and Sinclair Wyoming Refineries nor the approval of SCRC or SWRC with

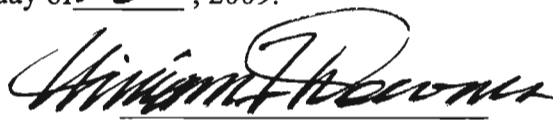
respect to the Tulsa Refinery shall be required for any future amendments of this Consent Decree to address a sale of all or any portion of a Refinery covered by this Consent Decree.

20. 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 Third Amendment to Consent Decree is hereby approved and entered as a final order of this court.

Dated and entered this 23rd day of Nov, 2009.


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 Third Amendment to Consent Decree on behalf of such Parties, and to execute and to bind such Parties to this Third Consent Decree Amendment. This Third Amendment to Consent Decree may be signed in counterparts.

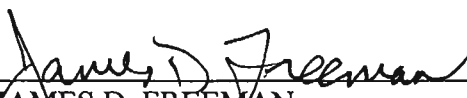
WE HEREBY CONSENT to the entry of the Third Amendment to Consent Decree entered in the matter of *United States, et al. v. Sinclair Wyoming Refining Co., et al.*, Civil No. 2:08-cv-00020-WFD.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

Date: 11/18/09


IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice


Date: 11/20/09


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


WE HEREBY CONSENT to the entry of the Third 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.

FOR PLAINTIFF THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:

Date: November 15, 2009


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

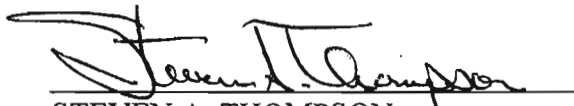
Date: Nov 2, 2009


JOHN FOGARTY
Senior Attorney, 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 Third 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.

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

Date: 10-30-09

A handwritten signature in black ink, appearing to read "Steven A. Thompson", written over a horizontal line.

STEVEN A. THOMPSON
Executive Director
Oklahoma Department of Environmental Quality

WE HEREBY CONSENT to the entry of the Third 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.

FOR DEFENDANT SINCLAIR TULSA
REFINING COMPANY:

Date: 10/29/09



ROSS B. MATTHEWS
Vice President, Sinclair Tulsa Refining
Company



WE HEREBY CONSENT to the entry of the Third 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.

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

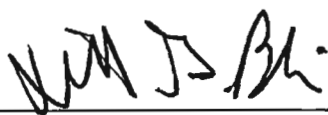
Date: Oct 30, 2009



DAVID L. LAMP
President

FOR DEFENDANT HEP TULSA LLC,
a Delaware limited liability company

Date: Oct. 30, 2009



DAVID G. BLAIR
Senior Vice President