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# HOLLY ENERGY PARTNERS — OPERATING, L.P.

## LOCAL TARIFF

### RULES AND REGULATIONS

#### Governing the Transportation of

#### REFINED PETROLEUM PRODUCTS

THE RULES AND REGULATIONS PUBLISHED HEREIN APPLY ONLY UNDER TARIFFS MAKING SPECIFIC REFERENCE BY NUMBER TO THIS TARIFF; SUCH REFERENCE WILL INCLUDE SUPPLEMENTS HERETO AND SUCCESSIVE ISSUES HEREOF. SPECIFIC RULES AND REGULATIONS PUBLISHED IN INDIVIDUAL TARIFFS WILL TAKE PRECEDENCE OVER RULES AND REGULATIONS PUBLISHED HEREIN.

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~~[C] Filed in compliance with Order No. 714 – Electronic Tariff Filings, issued on September 19, 2008. This Tariff brings forward the rates in FERC No. 49 for the establishment of the Baseline Tariff.~~

~~[N] Filed to reflect a change in the corporate address. **No rates are being changed.**~~

~~[C] **ALL RATES, IF ANY, IN THIS ISSUE HAVE REMAINED UNCHANGED.**~~

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**ISSUED: May 26, 2011**

**EFFECTIVE: July 1, 2011**

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The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Issued By  
Matthew P Clifton, CEO and Chairman

Compiled By  
Jimmy Harrison, Director, Financial Accounting &  
Reporting

Holly Energy Partners - Operating, L.P.  
~~[W] 2828 N. Harwood, Ste 1300 100 Crescent Court, Ste 1600~~  
Dallas, TX 75201  
Phone (214) 871-3555 Fax (214) 615-9376

**ALL RATES, IF ANY, IN THIS ISSUE HAVE REMAINED UNCHANGED.**

RULES AND REGULATIONS		
This Company will receive Refined Petroleum Products for interstate transportation only to established delivery stations on its own lines, and lines of connecting pipeline companies, on the following conditions:		
Item No.	Subject	Application
5	Definitions	<p>As used in these rules and regulations, the following terms have the following meanings:</p> <p>“Barrels” means 42 United States gallons at sixty degrees (60°) Fahrenheit.</p> <p>“Carrier” means Holly Energy Partners — Operating, L.P.</p> <p>“Company” means Holly Energy Partners — Operating, L.P.</p> <p>“Consignee” means the party to whom a Shipper has ordered the delivery of Refined Petroleum Products.</p> <p>“Nomination” means an offer by a Shipper to Carrier of a stated quantity of Refined Petroleum Products for transportation from origin to specified destination.</p> <p>“Refined Petroleum Products” means gasolines, diesel fuel, jet fuel, kerosene, No. 2 heating oil, distillates, and liquefied petroleum gases that meet the specifications set forth in Item 10 herein.</p> <p>“Shipment” means a volume of Refined Petroleum Products offered to and accepted by Carrier for transportation.</p> <p>“Shipper” means the party who contracts with the Carrier for transportation of Refined Petroleum Products under the terms of this tariff.</p> <p>“Transmix” means the mixture that occurs in normal pipeline operations between non-compatible Refined Petroleum Products.</p>
10	Specifications and Acceptance of Product	<p>Refined Petroleum Products will be accepted for transportation at such time as Refined Petroleum Products of same quality and specifications are currently being transported from receiving point to destination. Prior to acceptance of Refined Petroleum Products for transportation the Company may require from the Shipper a certificate setting forth, in detail, the specifications of each shipment of Refined Petroleum Products. Carrier may also make such tests as it deems necessary.</p> <p>All additives and inhibitors to be included in Shipper’s Refined Petroleum Products must first be approved by the Carrier before such Refined Petroleum Products will be accepted for transportation. If Refined Petroleum Products tendered by Shipper do not contain corrosion inhibitor compound which is satisfactory to Carrier, then Carrier may, at Shipper’s expense, inject corrosion inhibitor compound in the Refined Petroleum Products to be transported, and Shipper and Consignee will accept delivery of shipments at destination containing portions of the corrosion inhibitor compound.</p> <p>Refined Petroleum Products will be accepted for transportation when Shipper has made necessary arrangements (a) to provide facilities to tender such Refined Petroleum Products and deliver same at Carrier’s receiving manifold at the origin at pumping rates and pressures as required by Carrier, and (b) to provide facilities at the destination to receive the Refined Petroleum Products tendered for transportation at flow rates and pressures as required by Carrier.</p> <p>Carrier may require Shipper to supply adequate buffer material when necessary for quality control purposes to maintain segregation of Shipments of Refined Petroleum Products.</p>
For explanation of abbreviations, see concluding page of this tariff.		

RULES AND REGULATIONS

Item No.	Subject	Application
15	Shipments-Nominations and Minimum Tender	<p>Orders for the shipment of Refined Petroleum Products will be accepted for transportation under this tariff in quantities of not less than ten thousand (10,000) barrels from one Shipper consigned to same destination. Scheduling of all shipments shall be solely determined by Carrier.</p> <p>Any Shipper desiring transportation of Refined Petroleum Products under this tariff must submit to Carrier by the 20th day of each month a Nomination of the type and quantity of Refined Petroleum Products to be transported during the following month.</p> <p>Shippers will be required to schedule their Refined Petroleum Products for delivery into Carrier's receiving tanks or suction manifold at the origin to meet the cycle within which Carrier schedules the Refined Petroleum Products to move. Refined Petroleum Products shall be available for shipment 24 hours before the scheduled date for movement into the Carrier's pipeline system. Shipper shall deliver Refined Petroleum Products to Carrier at a pressure no greater than 275 psig and at a flowing pressure of at least 150 psig.</p>
20	Mixing with Other Refined Petroleum Products	<p>Carrier will endeavor to deliver substantially the same Refined Petroleum Products as received from Shipper to the extent permitted by Carrier's facilities. However, all shipments will be accepted for transportation only on condition that it shall be subject to such changes in gravity or quality while in transit as may result from the mixture with other Refined Petroleum Products in the pipelines.</p> <p>Carrier will allocate Transmix to all Shippers in proportion to each Shipper's volume of all Refined Petroleum Products. Carrier will make Transmix available for delivery to Shippers so that over time each Shipper receives its proportionate share. Each Shipper must accept delivery of Transmix from Carrier no later than 5 days after notification that Transmix is available for distribution to Shipper. Shipper will have sole responsibility for the disposition of its allocated Transmix.</p>
25	Refined Petroleum Products to be Free from Liens and Charges	<p>Company shall have the right to decline to receive any Refined Petroleum Products which may be involved in litigation or the title of which may be in dispute or which may be encumbered by lien or charge of any kind, and it may require of the Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Company.</p>
30	Commodity	<p>This Company is engaged in the transportation of Refined Petroleum Products exclusively and therefore will not accept any other commodity for transportation.</p>
35	Payment of Transportation and Other Charges	<p>The Shipper or Consignee shall pay the transportation charges accruing on Refined Petroleum Products delivered at the final destination, and if required, shall pay the same before delivery. Shipment for transportation shall be subject to a lien for all such charges.</p> <p>Unless Carrier requires payment of transportation charges before delivery as allowed in this item, transportation charges shall be due ten days after receipt of invoice from Carrier for delivery of Refined Petroleum Products. If such charges remain unpaid after payment is due, such charges shall bear interest from the date they became due until they are paid at a rate equal to 125 % of the prime rate of interest as reported in the <i>Wall Street Journal</i> as of the first of the month in which the charges are due or the maximum finance rate allowed by applicable law, whichever is less</p>

For explanation of abbreviations, see concluding page of this tariff.

RULES AND REGULATIONS

Item No.	Subject	Application
35	Payment of Transportation and Other Charges [continued]	<p>If Shipper or Consignee fails to pay the transportation charges within 10 days after payment is due, Carrier shall have the right to sell Shipper's or Consignee's Refined Petroleum Products at public auction for cash. The auction will be held between the hours of ten o'clock a.m. and four o'clock p.m. on any day not a weekend or legal holiday, and not less than twenty-four hours after Shipper has been officially notified of the time and place of such sale and the quantity, general description, and location of the Refined Petroleum Products to be sold. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale, Carrier shall pay itself for all transportation, demurrage, and other lawful charges, expenses of notice, advertisement, sale and other necessary expenses, and expenses of caring for and maintaining the Refined Petroleum Products, and the balance shall be held for whosoever may be lawfully entitled thereto after the auction. If the proceeds of said sale do not cover all expenses incurred by Carrier, Shipper and Consignee, if any, are liable to Carrier for any deficiency.</p>
40	Liability of Carrier	<p>Carrier shall not be liable for loss of Refined Petroleum Products in its custody, damage thereto, or delay caused by fire, storm, flood, epidemics, Acts of God, riots, insurrection, rebellion, war, act of the public enemy, quarantine, nuclear or atomic explosion, strikes, picketing, or other labor stoppages, whether of Carrier's employees or other, the authority of law, requisition or necessity of Government of the United States in time of war, default of Shipper or Shipper's Consignee or any other cause not due to the sole negligence of Carrier, whether similar or dissimilar to the cause herein enumerated. In the event of such loss, each Shipper shall bear the loss in the same proportion as its share of the total quantity involved and shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. Transportation charges will be assessed only on the quantity delivered net of volume corrections as set forth in Item No. 45 herein.</p>
45	Gauging, Testing, and Volume Corrections	<p>Shipments tendered to Carrier for transportation shall be tested by a representative of Carrier, and gauged or measured by automatic equipment approved by Carrier or by other methods acceptable in the industry, at locations designated by Carrier. The Shipper shall have the privilege of being present or represented at the gauging and testing. Quantities will be computed from correctly compiled tank tables or by Carrier approved meters. Corrections will be made for temperature from observed degrees Fahrenheit to sixty degrees (60°) Fahrenheit.</p> <p>Shipper shall bear the actual product losses for shrinkage and evaporation incident to pipeline transportation up to a maximum of twenty-five hundredths (0.25) of a percent. Carrier shall offset such product losses with any product gains and shall determine the net product losses on a calendar quarterly basis.</p>
50	Duty of Carrier	<p>Carrier shall not be required to transport products except with reasonable diligence, considering the quantity to be transported, the distance of transportation, safety of operation, and other material factors.</p>

For explanation of abbreviations, see concluding page of this tariff.

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Item No.	Subject	Application
55	Line Fill	<p>Either prior to or after the acceptance of Shipments for transportation through Carrier's pipeline system, Carrier may, upon reasonable notice, require each Shipper to provide a prorata part of the volume of Refined Petroleum Products necessary for pipeline fill. Refined Petroleum Products provided by a Shipper for this purpose may be withdrawn from the system only with the prior approval of Carrier or after reasonable notice of such Shipper's intention.</p> <p>Carrier may require advance payment of transportation charges on the volumes to be cleared from Carrier's pipeline system and of any unpaid accounts receivable before final delivery of line fill will be made. Carrier shall have a reasonable period of time following receipt of Shipper's notice to complete administrative and operational requirements incidental to Shipper's withdrawal.</p>
60	Pipeage Contracts	Separate pipeage contracts in accord with this tariff and these regulations, covering further details may be required of the proposed Shipper before any duty of transportation shall arise.
65	Claims, Suits, Time for Filing	As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after delivery of the property, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.
70	Proration of Pipeline Capacity	When the total volume offered for shipment is greater than can be transported within the period covered by such offers, Refined Petroleum Products offered by each Shipper for transportation will be transported in such quantities and at such times to the limit of Carrier's capacity so as to avoid discrimination among Shippers. The details of Carrier's method of proration are contained in a document entitled Holly Energy Partners — Operating, L.P. Proration Policy, effective September 24, 2004, which will be made available, upon written request to the address on the face of the tariff, to any Shipper or prospective Shipper.

#### EXPLANATION OF ABBREVIATIONS

Abbreviation	Explanation
No. FERC	Number Federal Energy Regulatory Commission

#### EXPLANATION OF SYMBOLS

Abbreviation	Explanation
[N] [C] [W]	New Cancel Change in Wording