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**HOLLY ENERGY PARTNERS — OPERATING, L.P.**  
LOCAL INCENTIVE AND NON INCENTIVE PIPELINE TARIFF

RATES **[C]** , RULES AND REGULATIONS APPLYING ON THE TRANSPORTATION OF  
**REFINED PETROLEUM PRODUCTS**

<b>FROM</b>	<b>TO</b>
<b>WICHITA FALLS, TEXAS</b>	<b>DUNCAN, OKLAHOMA</b>

The rates named in this Tariff are expressed in cents per barrel of forty-two (42) United States Gallons and are subject to change as provided by law.

**[N]** GOVERNED BY RULES AND REGULATIONS STATED HEREIN.

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**[N]** No rate change is being made with this filing. Wording is being updated to reflect current Proration Policy Date and how to receive a copy of the policy in Item No. 70. [C] The rate increase is filed in compliance of 18 CFR 342.3(a), Indexing, Rate Changes.

**[C]** Issued on 30 days' notice.

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**ISSUED: May 28, 2010**

**EFFECTIVE: July 1, 2010**

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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  
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Compiled By  
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TABLE OF RATES			
RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS			
ORIGIN CARRIER'S RECEIVING POINT	DESTINATION	RATE	RATE TYPE
Wichita Falls, Texas	Duncan, Oklahoma	[U] 48.62	Non-Incentive
		[U] 40.51	Incentive 1
		[U] 20.25	Incentive 2

**INCENTIVE RATE TERMS:**

Any Shipper whose committed Shipments pursuant to a throughput and deficiency agreement exceed 1,700,000 barrels during a calendar year will be entitled to be charged the Incentive 1 Rate listed above for the entire committed amount.

Any Shipper whose Shipments exceed 2,062,980 barrels during a calendar year (the "Incentive 2 Threshold") will be entitled to be charged the Incentive 2 Rate listed above for all Shipments in excess of the Incentive 2 Threshold.

**EXPLANATION OF SYMBOLS:**

[U] – Unchanged Rate

[W] – Change in Wording Only

[N] - New

[C] - Canceled

**RULES AND REGULATIONS**

This Company will receive Refined 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 Products.</p> <p>"Nomination" means an offer by a Shipper to Carrier of a stated quantity of Refined Products for transportation from origin to specified destination.</p> <p>"Prime Rate" means a rate per annum equal to the sum of (i) 3% plus (ii) the prime rate per annum announced by Union Bank of California, N.A., or if Union Bank of California, N.A. no longer announces a prime rate for any reason, the prime rate per annum announced by the largest U.S. bank measured by deposits from time to time as its base rate on corporate loans, automatically fluctuating upward or downward with each announcement of such prime rate.</p> <p>"Refined Products" means gasolines, diesel fuel, jet fuel, and kerosene that meet the specifications set forth in Item 10 herein.</p> <p>"Shipment" means a volume of Refined Products offered to and accepted by Carrier for transportation.</p> <p>"Shipper" means the party who contracts with the Carrier for transportation of Refined Products under the terms of this tariff.</p> <p>"Transmix" means the mixture that occurs in normal pipeline operations between non-compatible Refined Products.</p>
10	Specifications and Acceptance of Product	<p>Refined Products will be accepted for transportation at such time as Refined Products of same quality and specifications are currently being transported from receiving point to destination. Prior to acceptance of Refined Products for transportation the Company may require from the Shipper a certificate setting forth, in detail, the specifications of each shipment of Refined Products. Carrier may also make such tests as it deems necessary.</p> <p>All additives and inhibitors to be included in Shipper's Refined Products must first be approved by the Carrier before such Refined Products will be accepted for transportation. If Refined Products tendered by Shipper do not contain corrosion inhibitor compound which meets industry standards, then Carrier may, at Shipper's expense, inject corrosion inhibitor compound in the Refined 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 Products will be accepted for transportation when Shipper has made necessary arrangements (a) to provide facilities to tender such Refined 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 Products tendered for transportation at flow rates and pressures as required by Carrier.</p>

RULES AND REGULATIONS		
Item No.	Subject	Application
15	Shipments-Nominations and Minimum Tender	<p>Orders for the shipment of Refined Products will be accepted for transportation under this tariff in quantities of not less than three thousand (3,000) barrels from one Shipper consigned to same destination.</p> <p>Any Shipper desiring transportation of Refined Products under this tariff must submit to Carrier by the 20th day of each month a Nomination of the type and quantity of Refined Products to be transported during the following month.</p> <p>Shippers will be required to schedule their Refined Products for delivery into Carrier's receiving tanks or suction manifold at the origin to meet the cycle within which Carrier schedules the Refined Products to move. Refined Products shall be available for shipment 24 hours before the scheduled date for movement into the Carrier's pipeline system. Shipper shall deliver Refined Products to Carrier at a pressure no greater than 150 psig and at a flowing pressure of at least 75 psig.</p>
20	Mixing with Other Refined Petroleum Products	<p>Carrier will deliver substantially the same Refined Products (with the same specifications that are then being transported from the receiving point to destination) 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 Products in the pipelines.</p> <p>Carrier will allocate Transmix to all Shippers in proportion to each Shipper's volume of all Refined 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 Litigation or title Dispute	<p>Company shall have the right to decline to receive any Refined Products which may be involved in litigation or the title of which may be in dispute and it may require of the Shipper satisfactory evidence of his title or, in the absence of satisfactory evidence, satisfactory indemnity bond to protect Company.</p>
30	Commodity	<p>This Company is engaged in the transportation of Refined 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 Products delivered at the final destination. Title to the Refined Products will remain with Shipper or Consignee at all times subject to any lien created under applicable law.</p> <p>Transportation charges shall be due ten days after receipt of invoice from Carrier for delivery of Refined 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 the Prime Rate or the maximum finance rate allowed by applicable law, whichever is less.</p>