

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 30, 2019 (August 30, 2019)

HOLLY ENERGY PARTNERS LP
(Exact name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-32225 (Commission File Number)	20-0833098 (I.R.S. Employer Identification Number)
2828 N. Harwood, Suite 1300 (Address of principal executive offices)	Dallas Texas	75201 (Zip code)

Registrant's telephone number, including area code: (214) 871-3555

Not applicable
(Former name or former address, if changed since last report)

Securities registered pursuant to 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Limited Partner Units	HEP	New York Stock Exchange

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On August 28, 2019, Holly Energy Partners, L.P. (“HEP”) and Alon USA, LP (“Delek”) entered into the Fifth Amendment (the “Amendment”) to the Pipelines and Terminals Agreement dated February 28, 2005 (as amended and supplemented, the “Agreement”), pursuant to which HEP and Delek agreed to extend the term of the Agreement from February 28, 2020 to March 31, 2020 as HEP and Delek continue discussions with respect to the renewal of services provided under the Agreement.

The description of the Amendment herein is qualified by reference to the copy thereof filed as Exhibit 10.1 to this report, which is incorporated by reference into this report in its entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Fifth Amendment to the Pipelines and Terminals Agreement, dated August 28, 2019, by and between Holly Energy Partners, L.P. and Alon USA, LP.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HOLLY ENERGY PARTNERS, L.P.

By: HEP Logistics Holdings, L.P.
its General Partner

By: Holly Logistic Services, L.L.C.
its General Partner

By: /s/ Richard L. Voliva III
Richard L. Voliva III
Executive Vice President and Chief Financial Officer

Date: August 30, 2019

**FIFTH AMENDMENT TO
PIPELINES AND TERMINALS AGREEMENT**

This Fifth Amendment to the Pipelines and Terminals Agreement (this “*Amendment*”), by and between Holly Energy Partners, L.P. (“*HEP*”) and Alon USA, LP (“*Delek*”) is entered into as of the 28th day of August, 2019. HEP and Delek are collectively referred to as the “*Parties*,” and each individually as a “*Party*.”

WHEREAS, HEP and Delek are parties to that certain Pipelines and Terminals Agreement dated February 28, 2005, (i) as supplemented by that certain Letter Agreement to Pipeline and Terminals Agreement dated January 25, 2005, (ii) as further supplemented by that certain Second Letter Agreement to Pipeline and Terminals Agreement dated June 29, 2007, (iii) as further amended by that certain First Amendment to Pipelines and Terminals Agreement effective September 1, 2008, (iv) as further amended by that certain Second Amendment to Pipelines and Terminals Agreement dated March 1, 2011, (v) as further supplemented by that certain Third Letter Agreement to Pipeline and Terminals Agreement dated June 29, 2007, (vi) as further amended by that certain Third Amendment to Pipelines and Terminals Agreement dated June 6, 2011, and (vii) as further amended by that certain Fourth Amendment to Pipelines and Terminals Agreement dated October 6, 2014 (as so supplemented and amended, the “*Agreement*”);

WHEREAS, Delek has requested that HEP extend the term of the Agreement and HEP has agreed to extend the term of the Agreement; and

WHEREAS, HEP and Delek desire to further amend the Agreement to reflect the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 13(a). Section 13(a) of the Agreement is hereby amended and restated in its entirety as follows:

This Agreement shall be effective as of the Effective Date and shall terminate at 12:01 a.m. Dallas, Texas, time on March 31, 2020, (the “Initial Term”) unless earlier terminated pursuant to the provisions of this Agreement or extended by ALON's exercise of its renewal options as set forth in this Section 13; provided, however, that Section 12, Section 13(c), Section 17, Section 18, Section 19, Section 20, and Section 21 shall survive the termination of this Agreement.

2. Renewal Notice. The Parties agree that Delek’s notice to exercise its first renewal option pursuant to Section 13(b) of the Agreement shall be delivered to HEP no later than October 1, 2019.
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3 . General Provisions. To the extent of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. Except as set forth in this Amendment, the parties ratify and affirm the Agreement (as previously supplemented and amended) in its entirety, and the Agreement shall remain in full force and effect. This Amendment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

4. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment as of the date first set forth above.

ALON USA, LP

By: ALON USA GP II, LLC,
its General Partner

By: /s/ Avigal Soreq
Name: Avigal Soreq
Title: SVP

By: /s/ Frederec Green
Name: Frederec Green
Title: EVP

HOLLY ENERGY PARTNERS, L.P.

By: HEP LOGISTICS HOLDINGS, L.P.,
its General Partner

By: HOLLY LOGISTICS SERVICES, L.L.C.,
its General Partner

By: /s/ Richard L. Voliva III
Name: Richard L. Voliva III
Title: EVP and CFO

Signature Page to Fifth Amendment to Pipelines and Terminals Agreement