

ASSET PURCHASE AGREEMENT

dated as of May 18, 2011

by and between

TexStar MidStream Services, LP

“PURCHASER”

and

ERIC J. MOELLER, CHAPTER 11 TRUSTEE OF AGE REFINING, INC., DEBTOR

“SELLER”

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") dated as of May 18, 2011 ("*Execution Date*"), by and among TexStar MidStream Services, LP, a Texas limited partnership ("*Purchaser*"), and Eric J. Moeller, solely in his capacity as Chapter 11 Trustee ("*Trustee*") of AGE Refining, Inc., a Texas corporation (the "*Seller*"). The Purchaser and the Seller may be referred to collectively as the "*Parties*".

WHEREAS, the Debtor commenced a voluntary case for reorganization under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"), in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division (the "*Bankruptcy Court*") on February 8, 2010 under Case No. 10-50501 (the "*Bankruptcy Case*") and on July 6, 2010, the Bankruptcy Court ordered the appointment of Seller as Chapter 11 Trustee for the Debtor;

WHEREAS, the Bankruptcy Court has entered its Order (I) Establishing Bidding Procedures In Connection With The Sale Of The Redfish Bay Assets; (II) Selecting A Stalking Horse Bidder Or A Designated Purchaser Or Holding An Open Auction; And (III) Scheduling A Bid Deadline, Auction Date And Approving Notice Thereof on May 12, 2011 ("*Bid Procedures Order*");

WHEREAS, Purchaser desires to purchase from the Seller, and the Seller desires to sell to Purchaser, all of the Seller's right, title and interest in certain assets, properties, interests and rights owned by the Seller, and in connection therewith, Purchaser has agreed to assume certain liabilities of the Seller as set forth in Section 1.2, all as more particularly described herein and upon the terms and subject to the conditions set forth herein pursuant to the Bankruptcy Code and the Approval Order (hereinafter defined) to be entered by the Bankruptcy Court; and

NOW, THEREFORE, in reliance upon and in consideration of the representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Redfish Bay Assets

(a) Purchase and Sale. Upon the terms and subject to the conditions set forth herein, at the Closing the Seller shall sell, convey, transfer, assign, grant and deliver to Purchaser free and clear of all encumbrances, and Purchaser shall purchase, acquire and accept delivery from the Seller on the Closing Date, all right, title and interest of the Seller in and to the following of the Seller (collectively, the "*Redfish Bay Assets*");

(i) All of Seller's rights, title and interests in and to the Storage and Service Agreement dated March 1, 2007 by and among Tierra G Squared Land & Properties, L.P. ("**TGS**"), Bay, Ltd. ("**Bay**") and Redfish Bay Terminal, Inc. ("**Redfish Bay**") which was assigned by TGS to Seller on August 5, 2009, as assumed by Seller pursuant to Order of the Bankruptcy Court dated September 1, 2010, as amended by Amendment to Storage and Service Agreement dated October 11, 2010, including Seller's right, title and interest in any related on-site equipment on Seller's books, including but not limited to the equipment of Schedule 1, attached hereto (*collectively, the "Storage Agreement"*) [Bay, Ltd. and Redfish Bay Terminal, Inc. filed a joint "notice of no objection" (Dkt. No. 534) to Seller's motion to assume in the Bankruptcy Case], and all of Seller's right, title and interest under the STUSCO Operating Agreements. The STUSCO Operating Agreements are the First Amendment to Product Storage and Handling Agreement entered into between Seller and Shell Trading (US) Company ("**STUSCO**") dated on or about February 1, 2011, as amended by Second Amendment to Product and Storage Handling Agreement between Seller and STUSCO dated March 31, 2011, currently extended through July, 2011, and subject to the month to month provisions thereafter.

(b) Excluded Assets. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that the Redfish Bay Assets do not include and the Seller shall not sell, convey, transfer, assign, grant or deliver to Purchaser, and Purchaser shall not purchase, acquire or accept delivery or have any rights to purchase, acquire or accept, delivery of any other assets of the Seller, other than the Redfish Bay Assets (the "**Excluded Assets**").

(c) Exhibits. True and correct copies of the Storage Agreement and STUSCO Operating Agreements are attached hereto as Exhibit A. The proposed form of Assumption Agreement (see below) is attached hereto as Exhibit B.

1.2 Assumption of Liabilities

(a) Assumption. Subject to the terms and subject to the conditions set forth herein, at the Closing, upon the consummation of the transactions contemplated by this Agreement, Purchaser shall assume from the Seller (and thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and the Seller shall irrevocably convey, transfer and assign to Purchaser, only the following liabilities of the Seller and no others whatsoever (*collectively, the "Assumed Liabilities"*):

(i) all liabilities and obligations of Seller under the Storage Agreement and the STUSCO Operating Agreements to the extent such liabilities and obligations (x) accrue on or after the Closing Date, (y) are on-going on or after the Closing Date, or (z) relate to the period of time on or after the Closing Date (below defined).

1.3 Consideration for Redfish Bay Assets

(a) Consideration. A one-time cash payment to Seller in the amount of \$6,500,000.00 (USD) in immediately available funds (the "**Purchase Price**"). The payment for

the May 2011 term under the STUSCO Operating Agreements shall not be prorated, but shall accrue to and be retained by the Seller.

(b) Deposit. Upon the execution hereof by Purchaser, the Purchaser shall deposit with Langley & Banack, Incorporated, as escrow agent ("*Escrow Agent*") the sum of \$1,000,000.00 as a credit on the Purchase Price, which shall be held and disbursed in accordance with the provisions of Section 2.2 and 2.3, and Section 7.2 of this Agreement, and the escrow agreement, ("*Escrow Agreement*"), which shall be executed contemporaneously with this Agreement. Prior to the hearing seeking the Approval Order, the Purchaser shall deposit the balance of the Purchase Price in good funds with the Escrow Agent under the Escrow Agreement. The portion(s) of the Purchase Price deposited with the Escrow Agent may be referred to as the "*Deposit*".

1.4 Further Assurances. At and after the Closing, and without further consideration therefor, (a) the Seller shall execute and deliver to Purchaser such further and reasonable instruments and certificates of conveyance and transfer as Purchaser may reasonably request to convey and transfer the Redfish Bay Assets from the Seller to Purchaser and (b) Purchaser shall execute, or shall arrange the execution of, and deliver to the Seller such further reasonable instruments and certificates of assumption, novation and release as the Seller may reasonably request in order to make Purchaser responsible for all Assumed Liabilities and release the Seller therefrom to the fullest extent permitted under applicable Law.

ARTICLE II THE CLOSING

2.1 Date. The consummation of the transactions contemplated hereby (the "*Closing*") shall take place at the Bankruptcy Court or the offices of Langley & Banack, Incorporated 745 East Mulberry, Suite 900, San Antonio, Texas immediately following entry of the Approval Order (below defined), or such other date, time and/or place as the Parties mutually agree (the "*Closing Date*").

2.2 Closing Deliveries of the Seller. On the Closing Date, the Seller shall deliver, or cause to be delivered, to Purchaser the following instruments, certificates and other documents in order to consummate the transactions contemplated hereby:

(a) Instruments of Transfer and Assignment

(i) an Assignment and Assumption Agreement duly executed by the Seller, substantially in the form attached hereto as Exhibit B (the "*Assumption Agreement*").

(b) Other Deliveries.

(i) an executed counterpart of joint written instructions to the Escrow Agent to disburse the Purchase Price to the Seller, and any, if any, balance to the Purchaser, and

Purchaser shall immediately deliver any, if any, required additional payment of the Purchase Price.

2.3 Closing Deliveries of Purchaser. At the Closing, Purchaser shall make the payment and deliver, or cause to be delivered, to the Seller the following instruments, certificates and other documents in order to pay for the Redfish Bay Assets and effect the assumption of all Assumed Liabilities from the Seller pursuant to Section 2.2:

(a) Cash Payment. At Closing, Purchaser shall deliver to Seller the instructions and additional payment (if any) in accordance with Section 2.2 (b)(i) above.

(b) Instruments of Assignment.

(i) the Assumption Agreement, duly executed by Purchaser.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller, to the actual conscious knowledge of the Trustee, without specific inquiry or any duty to inquire, hereby represents and warrants to Purchaser, as of the date hereof and as of the Closing, as follows:

3.1 Contract. The Storage Agreement and STUSCO Operating Agreements are valid and binding legal agreements. Seller represents that it is a party to the Storage Agreement and STUSCO Operating Agreements. No default exists under the Storage Agreement or STUSCO Operating Agreements and that the Storage Agreement and STUSCO Operating Agreements are in full force and effect and, subject to entry of the Approval Order, are fully assignable to Purchaser. The Storage Agreement and STUSCO Operating Agreements have not been modified except as attached, and remain on the terms contained therein.

3.2 Authority. Assuming the receipt of all necessary approvals of the Bankruptcy Court, Seller has all requisite corporate power and authority to enter into and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Seller and constitute a legal, valid and binding obligation of Seller, each enforceable against Seller in accordance with its terms.

3.3 No Violation; Third Party Consents. Assuming the receipt of all necessary approvals of the Bankruptcy Court, the execution and delivery and performance by the Seller of this Agreement or any operative documents related to this Agreement and the consummation by the Seller of the transactions contemplated hereby will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any

encumbrance on the Redfish Bay Assets pursuant to, or require it to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person.

3.4 Trustee's Operation. Seller is operated by the Trustee. Accordingly, neither the Trustee nor his staff shall have any personal liability arising under this Agreement and no action can ever be brought by the Purchaser against the Trustee or his staff for any error or omission with respect to this Agreement. Further, the Purchaser shall have no resort to the Escrow Agreement or funds held thereunder to recover monetary damages for any alleged breach under this Agreement, it being acknowledged that the Deposit has been established solely for the purposes set forth in Section 1.3 above. All representations and warranties with respect to this Article III expire at Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 Authority. Assuming the receipt of all necessary approvals of the Bankruptcy Court, Purchaser has all requisite limited partnership power and authority to enter into and deliver this Agreement, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Purchaser and constitute a legal, valid and binding obligation of Purchaser, each enforceable against Purchaser in accordance with its terms.

4.2 No Violation; Third Party Consents. Assuming the receipt of all necessary approvals of the Bankruptcy Court, the execution and delivery by the Purchaser of this Agreement or any operative documents related to this Agreement, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any encumbrance on the Redfish Bay Assets pursuant to, or require it to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person.

ARTICLE V COVENANTS AND AGREEMENTS

5.1 Further Actions. Upon the terms and subject to the conditions set forth in this Agreement and subject to the requirements of the Bankruptcy Code and the Bankruptcy Court, the Seller and Purchaser shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things reasonably necessary, proper or advisable under applicable laws to consummate the transactions contemplated hereby and satisfy the conditions to its obligations to close the transactions contemplated hereby.

5.2 Subject to STUSCO Operating Agreements. Purchaser's obligations hereunder and the Assumed Liabilities include the rights of STUSCO under the STUSCO Operating Agreements.

5.3 Conditions Precedent. The obligation of the Parties to close hereunder are conditioned on the following:

(a) Bankruptcy Court Approval. Notwithstanding anything in this Agreement to the contrary: this Agreement and the sale and assignment of the Redfish Bay Assets are subject to approval by signed Order of the Bankruptcy Court after motion and hearing whereby parties-in-interest have an opportunity to object and be heard, such order being entered on or before the next Business Day after the Stand-Alone Hearing (as provided in the Bid Procedures Order) and such order not being stayed prior to Closing ("Approval Order") [a "Business Day" as used herein, "Business Day" means any day other than a Saturday, Sunday, or any legal holiday in the City of San Antonio, Texas];

(b) Closing. Closing under the Agreement to occur on or before the Closing Date;

(c) Casualty and Condemnation Loss. If, after the date of this Agreement but prior to the Closing Date, any portion of the Redfish Bay Assets is damaged or destroyed by fire or other casualty or is taken in condemnation or under right of eminent domain, Purchaser shall nevertheless be required to close and Seller shall elect by written notice to Purchaser prior to Closing either: (a) to cause the Redfish Bay Assets affected by any casualty to be repaired or restored, at Seller's sole cost, as promptly as reasonably practicable (which work may extend after the Closing Date; provided however, if such work is not completed prior to the Closing Date, then Purchaser may deduct the cost to complete such work from the Purchase Price and Purchaser shall be obligated to pay such amount to the person completing such work); or (b) to accept an assignment of Seller's insurance proceeds and other claims against third parties with respect to the casualty or taking, provided however, to the extent the insurance proceeds are insufficient to repair or restore the affected Redfish Bay Assets (such shortfall, the "Shortfall"), then Purchaser may deduct the Shortfall from the Purchase Price and Purchaser shall be obligated to expend such Shortfall to complete the repair or restoration of the affected Redfish Bay Assets (and any additional insurance proceeds, if any, or any third party recoveries, shall belong to the Seller). Notwithstanding the foregoing to the contrary, if the aggregate losses caused by such casualties and/or takings exceeds \$250,000.00, either Purchaser or Seller shall have the right, but not the obligation, by notice to the other party one Business Day (unless the loss occurs so close to Closing as to make such notice impracticable) prior to Closing, to terminate this Agreement.

5.4 Exclusivity.

Until (a) the date of Closing, or if earlier (b) the termination of this Agreement:

(a) The Trustee will not, directly or indirectly through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the acquisition or assignment of the Storage Agreement, through purchase, merger, consolidation, or otherwise; but

(b) Notwithstanding the foregoing, the Trustee may continue to exercise his fiduciary duties to discuss and negotiate with others who approach the Trustee or Global Hunter Securities regarding the Redfish Bay Assets.

5.5 Break-Up Fee/Cost Reimbursement.

If this Agreement is terminated pursuant to Section 7.1 (e), the Seller shall pay Purchaser a break-up fee (the "*Break-Up Fee*") in the amount of \$120,000.00 (subject to Bankruptcy Court approval of this Agreement). The Payment of such Break-Up Fee is the sole remedy of the Purchaser in such circumstances. The Seller's obligation to pay such Break-Up Fee pursuant to this Section 5.5 shall survive the termination of this Agreement and constitute an administrative expense of Seller under the Bankruptcy Code. In the event of an auction process, the Seller will not accept a competing bid unless it exceeds the Purchase Price by the sum of the Break-Up Fee plus \$100,000.00. Seller shall seek approval of the Break-Up Fee and such initial bid increment and subsequent bid increments of at least \$100,000.00. ~~This provision will not be~~ applicable unless an Auction is held under the Bid Procedures Order.

**ARTICLE VI
AS IS SALE**

6.1 "AS IS" SALE. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE REDFISH BAY ASSETS, THE ASSUMED LIABILITIES OR OTHERWISE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE REDFISH BAY ASSETS OR THE ASSUMED LIABILITIES. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER IS KNOWLEDGEABLE IN THE PURCHASE AND OPERATION OF SIMILAR ASSETS AND HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE REDFISH BAY ASSETS AND THE ASSUMED LIABILITIES. ACCORDINGLY, UPON CLOSING, PURCHASER WILL ACCEPT THE REDFISH BAY ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS". THIS ARTICLE IS A MATERIAL INDUCEMENT FOR THE SELLER IN NEGOTIATING THE PURCHASE PRICE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT NEITHER THE TRUSTEE NOR THE EMPLOYEES OR OFFICERS OF THE SELLER NOR THE AGENTS, LAWYERS, CONTRACTORS, INVESTMENT BANKERS, OR OTHER

RETAINED PERSONNEL FOR THE SELLER, INCLUDING THOSE PROFESSIONAL RETAINED IN THE BANKRUPTCY CASE PRIOR TO THE APPOINTMENT OF THE TRUSTEE, PERSONALLY MAKES ANY WARRANTIES OR REPRESENTATIONS HEREUNDER OR HAVE ANY PERSONAL LIABILITY.

6.2 No Survival of Representations, Warranties and Covenants. The representations and warranties of each party, as well as the covenants of each party required to have been performed prior to the Closing, whether contained in this Agreement or in any exhibit, certificate, document or instrument delivered pursuant to this Agreement, shall not survive the Closing, except as expressly otherwise provided in a document delivered at Closing.

ARTICLE VII TERMINATION

7.1 Termination. This Agreement and the transactions contemplated hereby may be terminated and abandoned:

(a) by either the Seller or Purchaser at any time prior to the Closing with the mutual written consent of the other, or otherwise with the prior approval of the Bankruptcy Court;

(b) by either the Seller or Purchaser under and in accordance with Section 5.3(c) [casualty or condemnation loss];

(c) by the Seller or Purchaser if the Closing has not occurred on or prior to the Closing Date, unless the failure to close is a result of a breach of this Agreement by the Party asserting termination;

(d) by either Party (provided that such Party themselves is not in material breach of this Agreement), but only if the other Party has breached, in any material respect, any representation or warranty or any covenant or other agreement to be performed by it contained herein, and such breach is incapable of being cured or is not cured within a reasonable time after receipt of written notice thereof but prior to the Closing Date;

(e) by either Purchaser or the Seller, if the Bankruptcy Court (i) has issued an order approving the sale of the Redfish Bay Assets to another party or if Seller has effected an alternative transaction, with the approval of the Bankruptcy Court, including a plan of reorganization or liquidation (including a Chapter 7 liquidation), resulting in the disposition to someone other than Purchaser of some or all of the Redfish Bay Assets (in any such case, an "*Alternative Transaction*"), or (ii) has not entered the Approval Order on or before May 26, 2011.

7.2 Return of the Deposit. Unless otherwise provided by future order of the Bankruptcy Court: [a] if, but only if, this Agreement is terminated by either Party under Section 7.1(a), 7.1(b), or 7.1(e), by Seller pursuant to Section 7.1(c) or by the Purchaser validly and in

strict compliance with Section 7.1(c) or 7.1(d), the Deposit shall be returned to the Purchaser; but if this Agreement is terminated (without Closing) for any other reason [b] the Deposit shall be retained by the Seller and applied to the Purchase Price if Closing occurs under this Agreement, or retained by the Seller as reasonable liquidated damages if Closing does not occur under this Agreement. The Purchaser and the Seller agree that actual damages would be difficult to calculate, and such retention of the Deposit by the Seller is a reasonable estimate of such damages and is not a naked forfeiture. The Parties agree to execute joint instructions to the Escrow Agent in accordance with this Section as applicable.

ARTICLE VIII MISCELLANEOUS

8.1 Notices. All notices, requests, demands, claims and other communications that are required or may be given pursuant to this Agreement must be in writing and delivered personally against written receipt, by reputable international overnight courier, by telecopy or facsimile (if a number is shown) or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or to the attention of such other person or at such other address as any party may provide to the other party by notice):

if to Purchaser, to:

TexStar MidStream Services, LP
18615 Tuscany Stone, Suite 300
San Antonio, TX 78258
Attn: P. Scott Martin
Facsimile: (210) 568-1130

With a copy (which shall not constitute Notice) to:

Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Attn: Rodney L. Moore
Facsimile: (214) 999-7781

if to the Seller, to:

AGE Refining, Inc.
Attn: Eric J. Moeller, Trustee
c/o Langley & Banack, Inc.
745 E. Mulberry, Suite 900
San Antonio, TX 78212
Attn: Steven R. Brook
Facsimile: 210-735-6889

with a copy to (which shall not constitute notice):

Langley & Banack, Incorporated
745 E. Mulberry, Suite 900
San Antonio, TX 78212
Attn: Steven R. Brook
Facsimile: 210-735-6889

and

Global Hunter Securities, LLC
400 Poydras St., #1510
New Orleans, LA 70130
Attn: Michael H. Schmidt and Jenna Wittig
Facsimile: (504) 212-1610

Any such notice or other communication will be deemed to have been given (i) if personally delivered, when so delivered, against written receipt, (ii) if sent by reputable international overnight courier, when so delivered with delivery confirmed by the courier service, (iii) if given by telecopier or facsimile, once such notice or other communication is transmitted to the facsimile number specified above and the appropriate answer back or telephonic confirmation is received; *provided* that such notice or other communication is promptly thereafter delivered in accordance with the provisions of clauses (i) or (ii) hereof, or (iv) if mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth above, upon receipt by the addressee. Any notice, request, demand, claim or other communication given hereunder using any other means (including ordinary mail or electronic mail) shall not be deemed to have been duly given unless and until such notice, request, demand, claim or other communication actually is received by the individual for whom it is intended.

8.2 Entire Agreement. This Agreement and the related documents contained as Exhibits and Schedules hereto or expressly contemplated hereby) contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. The Exhibit B and Schedules to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes. This supersedes any prior letter of intent.

8.3 Time of Essence. It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Agreement.

8.4 Governing Law; Jurisdiction. This Agreement will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Texas, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application

of the laws of a jurisdiction other than Texas. Each party irrevocably consents to the service of any and all process in any action or proceeding arising out of or relating to this Agreement by the mailing of copies of such process to each party at its address specified in Section 8.1. Until the settlement of the cases of the Seller before the Bankruptcy Court, the parties hereto irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby or thereby. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceedings may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith.

8.5 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, which approval may be denied in such other Party's sole discretion; provided, however, that Purchaser may assign any or all of its rights and obligations under this Agreement to any affiliate of Purchaser without obtaining the consent of Seller, but any such assignment shall not relieve Purchaser of its obligations under this Agreement.

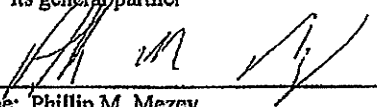
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PURCHASER

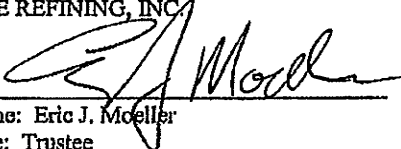
TEXSTAR MIDSTREAM SERVICES, LP

By: ~~TEXSTAR MIDSTREAM GP, LLC,~~
its general partner

By: 
Name: Phillip M. Mezcy
Title: Manager and Chief Operating Officer

SELLER

ERIC J. MOELLER, SOLELY IN HIS
CAPACITY AS CHAPTER 11 TRUSTEE OF
AGE REFINING, INC

By: 
Name: Eric J. Moeller
Title: Trustee

5-18-11