

**AMENDMENT
TO
ASSET PURCHASE AND SALE AGREEMENT**

This Amendment (this "Amendment"), is made and entered into this 23rd day of September, 2009, by and between SemFuel, L.P., a Texas limited partnership ("Seller") and Noble Petro Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller is a debtor and debtor-in-possession in the jointly administered case captioned In re SemCrude, L.P., et al., pending before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase and Sale Agreement, dated as of August 3, 2009 (the "Purchase Agreement");

WHEREAS, Section 12.8 of the Purchase Agreement provides that the Purchase Agreement may be amended, supplemented or changed, by a written instrument signed by the party against whom enforcement of such amendment, supplement or modification is sought;

WHEREAS, on August 13, 2009, the Bankruptcy Court authorized and directed Seller's entry into and performance under the Purchase Agreement, as set forth in the Order Pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (A) the Sale of Transferred Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases (D.I. 5179) (the "Sale Order");

WHEREAS, the Sale Order authorizes modifications, amendments or supplements to the Purchase Agreement and any related agreements, documents or other instruments in a writing signed by the parties thereto and in accordance with the terms thereof, without further order of the Bankruptcy Court provided that such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates;

WHEREAS, Seller has determined that this Amendment does not have a material adverse effect on the Debtors' estates; and

WHEREAS, Seller and Purchaser have determined that it is desirable to amend the Purchase Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used herein, but not otherwise defined herein, shall have the meanings given to such terms in the Purchase Agreement.

2. Section 3.4(a). Section 3.4(a) is hereby amended to delete “sixty (60) days” in the first line thereof and replace it with “ten (10) Business Days.”

3. Section 5.6(a). The first sentence of Section 5.6(a) is hereby amended and restated in its entirety to read as follows:

“Schedule 5.6(a) lists all material real property owned by, and perpetual easement rights granted to, Seller and used in connection with the Transferred Assets (the “Owned Real Property”).”

4. Section 7.16. A new Section 7.16 shall be added to the Purchase Agreement to read as follows:

“Section 7.16 Removal of Retained Assets. Prior to Closing, Seller shall use commercially reasonable efforts to remove at its own expense all Retained Assets located on or within any Leased Real Property or Owned Real Property; provided, however, that Seller shall have up to five (5) Business Days following Closing to remove any leased assets that are not assumed by Purchaser and such assets shall not be subject to the remainder of this Section 7.16. No later than five (5) Business Days prior to Closing, Seller shall provide Purchaser a list of all the Retained Assets currently located on or within any Leased Real Property or Owned Real Property. To the extent the Retained Assets included on the list are not removed prior to Closing, such Retained Assets shall become Transferred Assets. For the avoidance of doubt, Purchaser shall acquire from Seller all right, title and interest in any such Retained Assets included on the list and not removed prior to Closing, including without limitation the right to dispose of such Retained Assets.

5. Schedule 1.1(a). Schedule 1.1(a) is hereby amended to delete (i) that certain Access Easement, effective April 12, 2005, by and between Seller and Halron Brothers LLP (“Halron”), which was included in the Green Bay set of Assumed Contracts, and which pursuant to Purchaser’s notice dated September 4, 2009, was designated as an Excluded Contract pursuant to Section 2.1(d)(iii) of the Purchase Agreement, and (ii) that certain Shared Office Space Lease, dated April 1, 2005, by and between Seller, as lessee, and Halron, as lessor, which was included in the Bettendorf set of Assumed Contracts.

6. Schedule 2.1(a). Schedule 2.1(a) is hereby amended to add (i) “All laptops and related computer hardware owned by Seller and used by any Hired Employee” and (ii) “All computers, laptops (in each case with only the current operating system and such data as may be approved for transfer by Seller in its sole discretion) and related computer peripherals owned by Seller and used by any Hired Employee currently working in Greenwood Village, CO, Tulsa, OK or Oklahoma City, OK.”

7. Schedule 2.1(b). Schedule 2.1(b) is hereby amended to (i) after “All computers and computer hardware, including copies of the hard drives,” add “All laptops and related computer peripherals owned by Seller and used by any Hired Employee” and

(ii) delete the references to a 2005 Ford F-250, a 1990 Ford F-150, and a 1990 Chevy 1500 appearing therein.

8. Schedule 2.1(f). Schedule 2.1(f) is hereby amended to add “All laptops and related computer peripherals owned by Seller and used by any Hired Employee.”

9. Schedule 2.1(g). Schedule 2.1(g) is hereby amended to add “All laptops and related computer peripherals owned by Seller and used by any Hired Employee.”

10. Schedule 5.6(a). Schedule 5.6(a) is hereby amended to add the following real property parcels and perpetual easement grant, each of which was inadvertently excluded from Schedule 5.6(a): (i) 2206 North Quincy Street, Green Bay, WI (Asset Group 2); (ii) 1727 Groesbeck Street, Bryan, Brazos Co., TX (Asset Group 4); and (iii) that certain Easement, dated December 15, 2006, by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, as grantor, and Seller, as grantee (covering the perpetual easements described therein) (Asset Group 3), which was previously listed only in Schedule 1.1(a).

11. No Other Modification. Except as set forth in this Amendment, the terms and conditions of the Purchase Agreement shall remain in full force and effect.

12. Notice. Within one (1) business day of execution, Seller shall file and serve a notice of this Amendment with the Bankruptcy Court (the “Notice”), which Notice shall be in form and substance acceptable to Purchaser.


13. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

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

SEMFUEL, L.P.

By: SEMOPERATING G.P., L.L.C.,
its General Partner

By: 
Name: Terrence Ronan
Title: Authorized Signatory

NOBLE PETRO INC.

By: _____
Name:
Title:


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

SEMFUEL, L.P.

By: SEMOPERATING G.P., L.L.C.,
its General Partner

By: _____
Name: Terrence Ronan
Title: Authorized Signatory

NOBLE PETRO INC. *enc*

By: 
Name: TED Robinson
Title: Pres. Sent NOBLE Petro Inc.