

AMENDMENT

TO

ASSET PURCHASE AND SALE AGREEMENT

This Amendment (this "Amendment"), is made and entered into this 29th day of April, 2009, by and between SemMaterials, L.P., an Oklahoma limited partnership ("Seller") and Rhone Midstream Holdings, L.L.C., a Delaware limited liability company ("Purchaser").

WHEREAS, Seller, Purchaser, and, for the limited purpose stated therein, Rhone Cleantech Fund I, L.P., a Cayman Islands exempted limited partnership, are parties to that certain Asset Purchase and Sale Agreement, dated as of April 17, 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; 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. Reference to Rhone Midstream Holdings, LLC. All references in the Purchase Agreement to "Rhone Midstream Holdings, LLC" shall be changed to "Rhone Midstream Holdings, L.L.C."
3. Section 2.1(a). The first sentence of Section 2.1(a) is hereby amended and restated in its entirety to read as follows:

"On the terms and subject to the conditions set forth herein and in the Sale Order and subject to Section 2.1(b), at the Closing, Seller shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, free and clear of any and all Liens (other than Permitted Liens) and other interests, pursuant to Section 363(f) of the Bankruptcy Code, all of Seller's right, title and interest in and to:"

4. Section 2.1(a)(ii). Section 2.1(a)(ii) is hereby amended and restated in its entirety to read as follows:

“(ii) except as set forth on Schedule 2.1(a)-2, all tangible personal property owned exclusively by Seller and primarily related to the conduct of the Business, wherever located (*e.g.*, any field locations, third party storage, contractor locations, universities performing research and development activities, employee residences, *etc.*), including the tangible personal property set forth on Schedule 2.1(a)-2 (collectively, the “Equipment”);”.

5. Section 2.1(a)(iii). Section 2.1(a)(iii) is hereby amended and restated in its entirety to read as follows:

“(iii) except as set forth on Schedule 2.1(a)-5, all books, files and records, including tangible data, documents, customer lists, supplier lists, sales records, business and marketing plans, creative materials, advertising, promotional materials, price lists, returned goods records, blueprints, specifications, designs, drawings, plans, operation or maintenance manuals, bids, invoices, and sales literature, to the extent primarily related to the Transferred Assets, specifically including personnel files for Transferred Employees, but excluding such files as may not be transferred to Purchaser under Applicable Law regarding privacy (collectively, the “Business Records”);”.

6. Section 7.6.

(a) The first sentence of Section 7.6 is hereby amended and restated in its entirety to read as follows:

“The Parties acknowledge that Purchaser and Seller previously executed a confidentiality agreement dated as of September 15, 2008 (the “Confidentiality Agreement”), which Confidentiality Agreement shall terminate only with respect to the Transferred Assets upon the earlier to occur of (a) the expiration of the term set forth in the Confidentiality Agreement and (b) the Closing Date.”

(b) Section 7.6 is hereby amended to include the following three new sentences, to be added at the end of the current provision and to read as follows:

“After the Closing Date, Seller shall (and shall cause each of its Representatives and controlled Affiliates to) not use or disclose to any other Person, any non-public Intellectual Property, unless such disclosure is pursuant to: Applicable Law; a request by a judicial entity, regulatory or governmental agency, arbitral authority, arbitrator or examiner; a discovery request; a subpoena; a request for information from any Governmental Authority or committee of the creditors of the Company or

any of its Affiliates; a governmental order; a demand by a Governmental Authority of competent jurisdiction; or as required by the rules of procedure or other such legal authority in any court, tribunal, arbitral panel or other judicial process or other similar process; or as otherwise deemed advisable by legal counsel; provided, however, that in the event such disclosure will be made, Seller shall, to the extent reasonably practicable, provide Purchaser with notice of such intent to disclose within seven (7) days of its receipt of a written request, demand or order to disclose such non-public Intellectual Property prior to making any such disclosure. Seller shall exercise the same degree of care in the protection of such non-public Intellectual Property as Seller exercised with respect to such non-public Intellectual Property prior to the Closing. Nothing in this provision shall prevent Seller or any of its Affiliates from (a) sharing any non-public Intellectual Property with any of its Representatives, subject to the covenant set forth in the prior sentence that requires Seller to cause its Representatives to comply with the confidentiality obligations set forth in this Section 7.6 or (b) using or disclosing any non-public Intellectual Property in defending any litigation brought against Seller or any of its Affiliates or Representatives."

7. Section 7.15. The Purchase Agreement is hereby amended to include a new Section 7.15 to read as follows:

"Section 7.15 Proration of Real Property Taxes. All real property Taxes and assessments with respect to the Tulsa Property for any taxable period commencing prior to the Closing Date (the "Adjustment Date") and ending on or after the Adjustment Date (a "Straddle Period") shall be prorated between SemGroup and Purchaser as of the close of business on the Adjustment Date, with (a) SemGroup being responsible for such Taxes attributable to any portion of the Straddle Period ending on the day prior to the Adjustment Date and (b) Purchaser responsible for such Taxes attributable to any portion of a Straddle Period beginning on or after the Adjustment Date. If one party remits to the appropriate Taxing Authority payment for Taxes which are the subject of this Section 7.15 and such payment includes the other party's share of such Taxes, such other party shall promptly reimburse the remitting party for its share of such Taxes."

8. Section 9.2(c). Section 9.2(c) is hereby amended and restated in its entirety to read as follows:

"(c) SemGroup shall have assumed and validly assigned the Tulsa Lease to Purchaser; and".

9. Exhibit A. Exhibit A to the Purchase Agreement is hereby amended to include the following new definitions to be inserted into Exhibit A in the correct alphabetical order:

"Adjustment Date" has the meaning set forth in Section 7.15."

"Straddle Period" has the meaning set forth in Section 7.15."

"Tulsa Property" means the property located at 6502 South Yale Avenue, Tulsa, Oklahoma 74336."

10. Section 12.1. Section 12.1 is hereby amended to include a new sentence at the end of the current provision to read as follows:

"The covenants of the Parties made herein to be performed after the Closing shall survive in accordance with their respective terms."

11. Schedule 2.1(a)-1. Schedule 2.1(a)-1 is hereby amended and restated in its entirety to read as set forth on Exhibit A attached hereto.

12. Schedule 2.1(a)-2. Schedule 2.1(a)-2 is hereby amended and restated in its entirety to read as set forth on Exhibit B attached hereto.

13. Schedule 2.1(a)-5. The Schedules to the Purchase Agreement are hereby amended to include a new Schedule 2.1(a)-5 to read as set forth on Exhibit C attached hereto.

14. Schedule 5.10. Schedule 5.10 is hereby amended and restated in its entirety to read as set forth on Exhibit D attached hereto.

15. 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.

16. 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.

SEMMATERIALS, L.P.

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

By: Kevin C. Clement
Name: Kevin Clement
Title: Authorized Signatory

**RHONE MIDSTREAM HOLDINGS,
L.L.C.**

By: _____
Name:
Title:

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SEMMATERIALS, L.P.

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

By: _____
Name: Kevin Clement
Title: Authorized Signatory

**RHONE MIDSTREAM HOLDINGS,
L.L.C.**

By: Patrick Conway
Name: Patrick Conway
Title: Treasurer