

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SEMCRUDE, L.P., *et al.*,

Debtors

SEMGROUP, L.P., *et al.*,

Plaintiffs,

v.

JOHN A. CATSIMATIDIS, *et al.*,

Defendants.

JOHN A. CATSIMATIDIS, *et al.*,

Counterclaim-Plaintiffs,

- and -

SEMGROUP G.P., L.L.C.

Third-party Plaintiff,

v.

SEMCRUDE, L.P., *et al.*,

Counterclaim-Defendants,

- and -

TERRENCE RONAN,

Third-Party Defendant,

)  
) Chapter 11

)  
) Case No. 08-11525 (BLS)

)  
) (Jointly Administered)

)  
) Adv. Pro. No. 09-50121

UNITED REFINING COMPANY,

Plaintiff,

v.

SEMMATERIALS, L.P.,

Defendant.

Adv. Pro. No. 08-51404 (BLS)

SEMGROUP, L.P., *et al.*,

Plaintiffs,

v.

JOHN A. CATSIMATIDIS, *et al.*,

Defendants.

Adv. Pro. No. 09-50892 (BLS)

**STIPULATION OF SETTLEMENT AMONG DEBTORS,  
TERRENCE RONAN, SEMGROUP, G.P., L.L.C., BANK OF AMERICA, N.A., AS  
AGENT FOR THE PRE-PETITION AND POST-PETITION LENDERS,  
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS,  
JOHN A. CATSIMATIDIS, MARTIN R. BRING, J. NELSON HAPPY,  
MYRON L. TURFITT, JAMES C. HANSEL, UNITED REFINING ENERGY CORP.,  
AND UNITED REFINING COMPANY**

Subject to Bankruptcy Court approval, Debtors, Terrence Ronan ("Ronan"), Bank of America, N.A., in its capacity as administrative agent for itself and certain pre-petition secured lenders and administrative agent for itself and the Debtors' post-petition lenders (the "Agent"), the Official Committee of Unsecured Creditors (the "UCC"), SemGroup G.P., L.L.C. ("SGGP"), John A. Catsimatidis ("Catsimatidis"), Martin R. Bring ("Bring"), J. Nelson Happy ("Happy"), Myron L. Turfitt ("Turfitt"), James C. Hansel ("Hansel"), United Refining Energy Corp., ("UREC"), and United Refining Company ("United Refining") (all of the foregoing

parties collectively, the "Settling Parties") hereby enter into this Stipulation of Settlement (the "Settlement" or "Settlement Agreement") as follows:

**RECITALS:**

- A. On July 22, 2008, SemCrude, L.P., its parent, SemGroup, L.P. ("SemGroup"), and certain direct and indirect subsidiaries of SemGroup, (together with SemGroup, the "Initial Debtors"), each commenced a case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On October 22, 2008, SemCap, L.L.C., a subsidiary of SemGroup, also commenced a case (together with the Initial Debtors' chapter 11 cases, the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code (together with the Initial Debtors, the "Debtors").
- B. On September 4, 2008, United Refining filed a Complaint for Declaratory Judgment and for Turnover of Property of the Estate Pursuant to 11 U.S.C. 542(b) (the "Vulcan Complaint") against SemMaterials, L.P. ("SemMaterials"). The Vulcan Agreement was dated June 1, 2001 between United Refining and Koch Materials Company, the predecessor in interest to SemMaterials. The Vulcan Complaint sought certain declaratory relief regarding a joint venture governed by the Vulcan-Koch Asphalt Marketing LLC Agreement entered between URC and Koch Materials Company, the predecessor in interest to SemMaterials (the "Vulcan Joint Venture").
- C. On October 6, 2008, SemMaterials filed its Answer and Counterclaim (the "Vulcan Counterclaim") to the Vulcan Complaint. The adversary proceeding in which the Vulcan Complaint and the Vulcan Counterclaim are pending is No. 08-51404 (BLS) and is referred to herein as the "Vulcan Action."

D. On December 5, 2008, Thomas Kivisto (“Kivisto”) appointed Matthew F. Coughlin, III (“Coughlin”), Turfitt, and Bring to Kivisto’s three seats on the Management Committee of SGGP (the “Management Committee”).

E. On December 9, 2008, Ritchie SG Holdings, L.L.C., SGLP Holding, Ltd., and SGLP US Holding, L.L.C. (collectively, “Ritchie”) appointed Catsimatidis to one of Ritchie’s seats on the Management Committee. On December 12, 2008, Ritchie appointed Happy to one of Ritchie’s seats on the Management Committee.

F. On February 11, 2009, Turfitt stepped down from the Management Committee, and Hansel was appointed to the Management Committee by Kivisto.

G. On February 11, 2009, Debtors filed their Verified Complaint for Breach of Contract, Declaratory Judgment, Breach of Fiduciary Duty, Injunctive Relief, and Violation of the Automatic Stay in Adversary Pro. No. 09-50121 against Catsimatidis, Coughlin, Bring, Happy, Turfitt, and UREC. On February 17, 2009, Debtors filed their First Amended Verified Complaint for Breach of Contract, Declaratory Judgment, Breach of Fiduciary Duty, Injunctive Relief, and Violation of the Automatic Stay (the “Catsimatidis Complaint”) in Adversary Pro. No. 09-50121 against Catsimatidis, Coughlin, Bring, Happy, Turfitt, Hansel, UREC, and Tulsa Energy Acquisitions, LLC (“TEA”) (together “Defendants,” and excluding Coughlin and TEA, “Settling Defendants”).

H. On April 2, 2009, a Complaint was filed against Ronan in the United States Court for the Northern District of Oklahoma, Case No. 09 CV-179 GKF PJC for declaratory relief and breach of duty of loyalty (the “Oklahoma Action”).

I. On April 13, 2009, Debtors filed their Verified Complaint for Injunctive Relief and Violation of the Automatic Stay in Adversary Pro. No. 09-50892 against Catsimatidis,

Coughlin, Bring, Happy, and Hansel. Adversary Pro. No. 09-50892 is referred to herein as "Debtors' Preliminary Injunction Action."

J. On April 27, 2009, the Bankruptcy Court entered a Preliminary Injunction in the Debtors' Preliminary Injunction Action enjoining the further prosecution of the Oklahoma Action, and granting leave for the Defendants to assert counterclaims equivalent to those filed in the Oklahoma Action in an amended answer to the Catsimatidis Complaint.

K. On May 1, 2009, Defendants filed their Amended Answer, Affirmative Defenses, and Counter-Claims in Response to Debtors' First Amended Verified Complaint for Breach of Contract, Declaratory Judgment, Breach of Fiduciary Duty, Injunctive Relief, and Violation of the Automatic Stay (the "Catsimatidis Counterclaim"). The Catsimatidis Counterclaim is for declaratory relief against the Debtors and Ronan and asserts a breach of duty of loyalty claim against Ronan. The adversary proceeding in which the Catsimatidis Complaint and the Catsimatidis Counterclaim are pending is No. 09-50121 and is referred to herein as the "Catsimatidis Action."

L. On May 8, 2009, the Bankruptcy Court entered the Order Permitting Bank of America, N.A., as Administrative Agent for the Debtors' Pre-Petition Lenders and Post-Petition Lenders, to Intervene in the Catsimatidis Action.

M. On May 15, 2009, Debtors filed their Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code.

N. On May 15, 2009, Debtors also filed their Disclosure Statement for their Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code.

O. On June 5, 2009, Debtors filed their Motion for an Order (i) Approving the Notice of the Disclosure Statement Hearing; (ii) Approving the Disclosure Statement, (iii)

Fixing the Voting Record Date, (iv) Approving the Notice and Objection Procedures in Respect of Confirmation of the Plan, (v) Approving Solicitation Packages and Procedures for Distribution Thereof; (vi) Approving the Forms of Ballots and Establishment of Procedures for Voting on the Plan; (vii) Approving the Forms of Notices to Non-Voting Classes Under the Plan; (viii) Fixing the Voting Deadline to Accept or Reject the Plan; and (ix) Approving Procedures for Vote Tabulations in Connection Therewith.

P. On June 17, 2009, Catsimatidis, Coughlin, Bring, Happy, and Hansel filed the Objection of Certain Members of the Management Committee to Disclosure Statement for Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (the "June 17 Objection").

Q. On June 18, 2009, Catsimatidis, Coughlin, Bring, Happy, and Hansel filed the Objection of Certain Members of the Management Committee to Motion of the Debtors for an Order (i) Approving the Notice of the Disclosure Statement Hearing; (ii) Approving the Disclosure Statement; (iii) Fixing the Voting Record Date, (iv) Approving the Notice and Objection Procedures in Respect of Confirmation of Plan; (v) Approving Solicitation Packages and Procedures for Distribution Thereof; (vi) Approving the Forms of Ballots and Establishment of Procedures for Voting on the Plan, (vii) Approving the Forms of Notices to Non-Voting Classes Under the Plain; (viii) Fixing the Voting Deadline to Accept or Reject the Plan, and (ix) Approving the Procedure for Vote Tabulations in Connection Therewith (the "June 18 Objection"). The June 17 Objection and the June 18 Objection are collectively referred to herein as the "Catsimatidis Disclosure Statement Objections."

R. On June 24, 2009, the Bankruptcy Court entered the Order Permitting the Official Committee of Unsecured Creditors of SemCrude, et al., to intervene in the Catsimatidis Action.

S. On July 13, 2009, Debtors filed their First Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (collectively with any amendments filed thereto, the "Plan").

T. On July 13, 2009, Debtors also filed their Disclosure Statement for First Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code (collectively with any amendments filed thereto, the "Disclosure Statement").

U. The Settling Parties have engaged in extensive negotiations regarding the Vulcan Action, the Catsimatidis Action, the Oklahoma Action, the Debtors' Preliminary Injunction Action, and the Catsimatidis Disclosure Statement Objections. The Settling Parties have reached an agreement, which Debtors, in their business judgment, believe is fair, reasonable and in the best interests of the Debtors' estates.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the Bankruptcy Court approving this Settlement Agreement, the Settling Parties hereby agree as follows:

**AGREEMENT:**

1. Within thirty (30) days of entry of the order by the Bankruptcy Court approving this Settlement Agreement becoming a final order, United Refining shall pay to Debtors or their designee three million, nine hundred thousand and no/100 Dollars (\$3,900,000.00) in immediately available funds in full and final satisfaction of any and all

amounts owed by United Refining to Debtors related to the Vulcan Joint Venture (the "Vulcan Settlement Amount").

2. At the option of United Refining, the Vulcan Joint Venture will either be dissolved or the Debtors will transfer their interest in the Vulcan Joint Venture to an entity designated by United Refining. United Refining shall notify Debtors reasonably in advance and in writing, through Debtors' counsel, of whether the Vulcan Joint Venture will be dissolved or if Debtors' interest in the Vulcan Joint Venture will be transferred. Dissolution or transfer of Debtors' interest in the Vulcan Joint Venture, as applicable, will occur within thirty (30) days of entry of an order by the Bankruptcy Court approving this Settlement Agreement becoming a final order and upon payment of the Vulcan Settlement Amount. If no notice is given and the Vulcan Settlement Amount has been paid, the Vulcan Joint Venture will dissolve on such thirtieth day.

3. The Settling Parties shall each be responsible for their own attorneys' fees, expenses, and court costs associated with and/or incurred in connection with the Vulcan Action, the Oklahoma Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, the Catsimatidis Disclosure Statement Objections, and this Settlement Agreement. Settling Defendants shall not seek a claim for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code.

4. Upon entry of an order by the Bankruptcy Court approving this Settlement, Settling Defendants and United Refining each generally release, acquit and forever discharge Debtors, Ronan, the Agent, and the UCC, jointly and as to each of them, from and against (i) any and all liability that they now have, had, or may have, (ii) any and all claims, demands, liens, actions, charges, administrative proceedings, and causes of action of every kind



and nature, and (iii) any and all damages, injuries, losses, contributions, indemnities, compensation, benefits, obligations, costs, attorneys' fees, and expenses of every kind and nature whatsoever, in all cases whether known or unknown, fixed or contingent, whether in law or in equity, whether asserted or unasserted, whether sounding in tort or in contract, including, but not limited to, all claims (of any kind) arising out of or relating to the Chapter 11 Cases, Settling Defendants' service on the Management Committee, the Vulcan Action, the Oklahoma Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, and/or the Catsimatidis Disclosure Statement Objections, all causes of action for violation of any state or federal law (whether statutory, administrative, common law, or otherwise, fraud in the inducement, breach of the duty of loyalty, and breach of fiduciary duty. **This release does not extend to actions to enforce the terms of this Settlement Agreement.**

5. Upon entry of an order by the Bankruptcy Court approving this Settlement Agreement, SGGP generally releases, acquits, and forever discharges Ronan and the Debtors, jointly and as to each of them, from and against (i) any and all liability that they now have, had, or may have, (ii) any and all claims, demands, liens, actions, charges, administrative proceedings, and causes of action of every kind and nature, and (iii) any and all damages, injuries, losses, contributions, indemnities, compensation, benefits, obligations, costs, attorneys' fees, and expenses of every kind and nature whatsoever, in all cases whether known or unknown, fixed or contingent, whether in law or in equity, whether asserted or unasserted, whether sounding in tort or in contract arising out of or relating to including, but not limited to, all claims (of any kind) arising out of or relating to the Chapter 11 Cases, Settling Defendants' service on the Management Committee, the Vulcan Action, the Oklahoma Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, and/or the Catsimatidis Disclosure Statement

Objections. **This release does not extend to actions to enforce the terms of this Settlement Agreement.**

6. Upon entry of an order by the Bankruptcy Court approving this Settlement Agreement, Debtors, Ronan, and the UCC each individually generally release, acquit, and forever discharge Settling Defendants and United Refining, jointly and as to each of them from and against (i) any and all liability that they now have, had, or may have, (ii) any and all claims, demands, liens, actions, charges, administrative proceedings, and causes of action of every kind and nature, and (iii) any and all damages, injuries, losses, contributions, indemnities, compensation, benefits, obligations, costs, attorneys' fees, and expenses of every kind and nature whatsoever, in all cases whether known or unknown, fixed or contingent, whether in law or in equity, whether asserted or unasserted, whether sounding in tort or in contract, including, but not limited to, all claims (of any kind) arising out of or relating to the Chapter 11 Cases, Settling Defendants' service on the Management Committee, the Vulcan Action, the Oklahoma Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, the Catsimatidis Disclosure Statement Objections, and/or the relationship, if any, of any Settling Defendant or United Refining with TEA, all causes of action for violation of any state or federal law (whether statutory, administrative, common law, or otherwise, fraud in the inducement, breach of the duty of loyalty, and breach of fiduciary duty. **This release does not extend to actions to enforce the terms of this Settlement Agreement. Additionally, this release does not extend to Coughlin or TEA, and Debtors, Ronan, and the UCC reserve all claims and causes of action against Coughlin and TEA, specifically including and without limitation Debtors' claim for breach of fiduciary duty and damages to Debtors' bankruptcy estates.**

7. Upon entry of an order by the Bankruptcy Court approving this Settlement Agreement, the Agent generally releases, acquits, and forever discharges Settling Defendants and United Refining, jointly and as to each of them from and against (i) any and all liability that they now have, had, or may have, (ii) any and all claims, demands, liens, actions, charges, administrative proceedings, and causes of action of every kind and nature, and (iii) any and all damages, injuries, losses, contributions, indemnities, compensation, benefits, obligations, costs, attorneys' fees, and expenses of every kind and nature whatsoever, in all cases whether known or unknown, fixed or contingent, whether in law or in equity, whether asserted or unasserted, whether sounding in tort or in contract, for violation of any state or federal law (whether statutory, administrative, common law, or otherwise, fraud in the inducement, breach of the duty of loyalty, and breach of fiduciary duty, arising out of or relating to the Chapter 11 Cases, Settling Defendants' service on the Management Committee, the Vulcan Action, the Oklahoma Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, the Catsimatidis Disclosure Statement Objections, and/or the relationship, if any, of any Settling Defendant or United Refining with TEA. **This release does not extend to actions to enforce the terms of this Settlement Agreement. Additionally, this release does not extend to Coughlin or TEA, and the Agent reserves all claims and causes of action against Coughlin and TEA.**

8. The releases in this Settlement Agreement do not extend to releasing any liability that any of the Debtors' former officers, directors, and employees have had, now have, or may have, including but not limited to Kivisto, Greg Wallace, Kevin Foxx, Alex Stallings, Michael Brochetti, Brent Cooper, Mia Oven, and Jim Coen.

9. Settling Defendants for themselves will immediately withdraw the Catsimatidis Disclosure Statement Objections. Settling Defendants will not aid, support, or

participate in any way in any objections to the Disclosure Statement or Plan, except as otherwise required by law.

10. Settling Defendants agree to not make or file any further objections to the Plan or to the Disclosure Statement, and, if requested by the Debtors, will publicly or in open court state that they support the Plan.

11. This Settlement Agreement resolves all issues with respect to the Vulcan Action, the Oklahoma Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, and the Catsimatidis Disclosure Statement Objections, except for any claim brought by or against Coughlin or TEA. Upon the order by the Bankruptcy Court approving this Settlement Agreement becoming a final order, the Vulcan Action, the Catsimatidis Action, the Debtors' Preliminary Injunction Action, and all claims, causes of actions, affirmative defenses, and counterclaims asserted in each shall be deemed dismissed with prejudice, except for any claim brought by or against Coughlin or TEA. Within five (5) days of the order by the Bankruptcy Court approving this Settlement Agreement becoming a final order, Settling Defendants shall cause the Oklahoma Action to be dismissed with prejudice.

12. Settling Defendants shall be added to the release and exculpation provisions of the Plan, or to any amended or replacement Plan filed by the Debtors, the Agent, or the UCC, subject to the approval of the Bankruptcy Court, but solely with respect to those claims released pursuant to paragraphs 6 and 7 of this Settlement Agreement.

13. If the Official Producers' Committee ("OPC") joins in support of the Plan, then Debtors will request that the OPC exchange releases with Settling Defendants.

14. The Plan, and any amended or replacement Plan filed by the Debtors, the Agent, or the UCC, will be amended to the extent necessary to conform its terms to the terms of this Settlement Agreement.

15. Catsimatidis, Happy, Hansel, and Bring shall take no further action as members of the Management Committee, except as required by this Settlement Agreement, as requested in writing by the Debtors through Terrence Ronan or his successor Chief Executive Officer, or as ordered by the Bankruptcy Court.

16. Catsimatidis, Happy, Hansel, and Bring shall each execute, on or before 7 p.m. on July 19, 2009, a Written Consent of the Management Committee of SGGP, ratifying this Settlement Agreement, in the form annexed hereto as Exhibit A (the "Written Consent"). The Written Consent is intended as, and is in effect, a ratification of the resolutions of the Management Committee of SemGroup G.P., LLC dated July 21, 2008 (the "Authorizing Resolutions"). As certain of the signatories of the Written Consent were not members of the Management Committee when the Authorizing Resolutions were adopted, the ratification is not a legal conclusion by such signatories as to the Authorizing Resolutions prior to this action or a factual statement with respect to the intent surrounding the adoption of the Authorizing Resolutions. In the event that the Settlement Agreement is not approved by the Bankruptcy Court, the Written Consent shall not be used as evidence by any party to the Settlement Agreement against any other party to the Settlement Agreement.

17. Catsimatidis, Happy, Hansel, and Bring shall tender their resignations immediately as members of the Management Committee, effective no later than the date this Settlement is approved by the Bankruptcy Court. Defendants shall not cause, suggest, or facilitate in any way Kivisto or Ritchie appointing anyone affiliated in any way with any of the

Defendants, United Refining, The Red Apple Group, Coughlin, or TEA to the Management Committee, and shall cause anyone affiliated with any Settling Defendants, United Refining, or The Red Apple Group to refuse such appointment.

18. The Settling Parties shall cooperate to prepare and issue a joint press release on mutually acceptable terms in the form attached hereto as Exhibit B. The Settling Parties will issue no other press release or make any other public statements regarding the matters covered by this Settlement Agreement apart from acknowledging the fact of the Settlement Agreement, including, in the case of the Settling Defendants and United Refining, about any of the Debtors or the Plan.

19. The Settling Parties shall cooperate in good faith to prepare and execute all documents and to take all actions required to fully memorialize and effectuate the terms of this Settlement Agreement as soon as reasonably possible. The Settling Parties will further cooperate to obtain all necessary court approvals of this Settlement Agreement.

20. This Settlement Agreement is subject to the approval of the Bankruptcy Court and shall become effective upon the entry of an order by the Bankruptcy Court approving this Settlement. This Settlement Agreement shall be presented to the Bankruptcy Court for approval by motion filed no later than July 20, 2009, and the Settling Parties will cooperate to obtain the earliest possible hearing date.

21. The purpose of this Settlement Agreement is to compromise disputed claims and issues and to avoid further litigation and the related expense and uncertainty thereof. Neither the execution, delivery, nor performance of this Settlement Agreement by any of the Settling Parties shall be deemed or construed as an admission by any Settling Party.

22. The Settling Parties each declare, represent, and warrant to the other

Settling Parties as follows:

- i) Each Settling Party has full power and authority to execute this Settlement Agreement and perform all of his or its obligations set forth herein.
- ii) No further corporate or organizational action or approval, except for the entry of an order by the Bankruptcy Court approving the Settlement Agreement and such order becoming a final order, is necessary on the part of any Settling Party to execute and deliver this Settlement Agreement, to be bound by its terms, or to perform its obligations set forth herein.
- iii) Prior to execution, each Settling Party fully informed itself as to the terms, contents, provisions, and effects of this Settlement Agreement.
- iv) Prior to execution, each Settling Party had the benefit of the advice of an attorney or attorneys chosen and employed by that Settling Party concerning this Settlement Agreement.
- v) No promise or representation of any kind has been made to any of the Settling Parties or their representatives by any other Settling Party or its representative, except as expressly set forth in this Settlement Agreement.
- vi) This Settlement Agreement replaces any and all prior arrangements, understandings, representations, promises, inducements, or other communications, whether written or oral, among the Parties pertaining to the subject matter of this Settlement Agreement.
- vii) The Settling Parties are the sole owners and holders of the claims they are releasing under this Settlement Agreement, and none of those claims have been assigned, pledged, encumbered, or otherwise transferred, in whole or in part, to any other person or entity.

23. The Settling Parties hereby represent and warrant that (i) they are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Settlement Agreement, whether such statements were made by the Settling Parties, their agents, attorneys, or otherwise, (ii) they are sophisticated parties who have been represented and advised by competent legal counsel in negotiating and entering at

arm's length into this Settlement Agreement, and they have executed and delivered this Settlement Agreement voluntarily and of their own choice, not under any form of coercion or duress, (iii) they have made their own investigation of the facts and are relying upon their own knowledge and judgment, and (iv) the Settling Parties knowingly waive and release any claim that the Settlement Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid the Settlement Agreement based upon presently existing facts, known or unknown. Each of the Settling Parties agrees and stipulates that each of the other Settling Parties is relying upon these representations and warranties as a material inducement in entering this Settlement Agreement.

24. This Settlement Agreement is binding upon the Settling Parties and their respective successors and assigns, including any chapter 11 or chapter 7 trustee subsequently appointed in Debtors' bankruptcy case.

25. This Settlement Agreement sets forth the entire agreement and understanding of the Settling Parties with respect to the subject matter hereof and supersedes any prior instruments, arrangements and understandings relating to the same.

26. The Settling Parties each understand, agree, and acknowledge that all of the Settling Parties shall be deemed to be the drafters of this Settlement Agreement and any ambiguity in or dispute regarding the interpretation of this Settlement Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party that causes the uncertainty to exist or against any party as the drafter.

27. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any suit regarding this Settlement Agreement or to enforce any rights hereunder shall be brought in the Bankruptcy Court.



28. No supplement, modification, waiver or termination of this Settlement Agreement shall be binding unless executed in writing by the Settling Parties.

29. This Settlement Agreement may be executed in any number of counterparts, including by facsimile or other electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

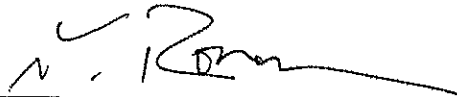
IN WITNESS WHEREOF, the parties hereto have duly executed this Settlement Agreement as of the 19<sup>th</sup> day of July, 2009.

**SemGroup G.P., L.L.C.**

-and-

**SemGroup, L.P.,**

**for itself and on behalf of its affiliated  
Debtors and Debtors-in Possession**



By: SemGroup G.P., L.L.C., its General Partner  
Name: Terrence Ronan  
Two Warren Place  
6120 South Yale Avenue, Suite 700  
Tulsa, OK 74136-4216

**SemMaterials, L.P.**



By: Terrence Ronan  
Name: Terrence Ronan  
Two Warren Place  
6120 South Yale Avenue, Suite 700  
Tulsa, OK 74136-4216

**Terrence Ronan**

By: 

Name: Terrence Ronan  
Two Warren Place  
6120 South Yale Avenue, Suite 700  
Tulsa, OK 74136-4216

**Bank of America, N.A., in its capacity as Agent**

By: \_\_\_\_\_  
Name:  
Title:

**The Official Committee of Unsecured Creditors**

By: \_\_\_\_\_  
Name:  
Title:

**John A. Catsimatidis, individually and as a member of the Management Committee**

By: \_\_\_\_\_  
Name: John A. Catsimatidis  
823 Eleventh Avenue  
New York, NY 10019


**J. Nelson Happy individually and as a member of the Management Committee**

By: \_\_\_\_\_  
Name: J. Nelson Happy  
823 Eleventh Avenue  
New York, NY 10019

Terrence Ronan

By: \_\_\_\_\_  
Name: Terrence Ronan  
Two Warren Place  
6120 South Yale Avenue, Suite 700  
Tulsa, OK 74136-4216

Bank of America, N.A., in its capacity as Agent

By:   
Name: John W. Woodiel  
Title: Senior Vice President

The Official Committee of Unsecured Creditors

By: \_\_\_\_\_  
Name:  
Title:

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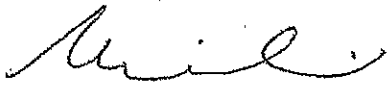
Terrence Ronan

By: \_\_\_\_\_  
Name: Terrence Ronan  
Two Warren Place  
6120 South Yale Avenue, Suite 700  
Tulsa, OK 74136-4216

Bank of America, N.A., in its capacity as Agent

By: \_\_\_\_\_  
Name:  
Title:

The Official Committee of Unsecured Creditors

By:  \_\_\_\_\_  
Name: Susheel Kirpalani  
Title: Counsel to the Official Committee of  
Unsecured Creditors  
John A. Catsimatidis, individually and as a  
member of the Management Committee

By: \_\_\_\_\_  
Name: John A. Catsimatidis  
823 Eleventh Avenue  
New York, NY 10019

J. Nelson Happy individually and as a member  
of the Management Committee

By: \_\_\_\_\_  
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New York, NY 10019

Terrence Ronan

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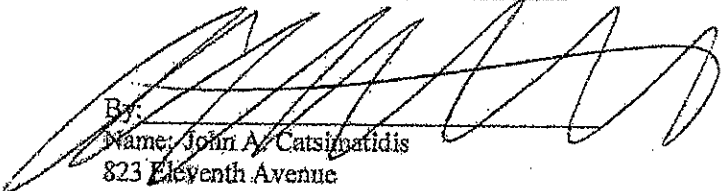
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Name:  
Title:

The Official Committee of Unsecured Creditors

By: \_\_\_\_\_  
Name:  
Title:

John A. Catsimatidis, individually and as a  
member of the Management Committee

By:   
Name: John A. Catsimatidis  
823 Eleventh Avenue  
New York, NY 10019

J. Nelson Happy, individually and as a member  
of the Management Committee

By: \_\_\_\_\_  
Name: J. Nelson Happy  
823 Eleventh Avenue  
New York, NY 10019

**Terrence Ronan**

By: \_\_\_\_\_

Name: Terrence Ronan  
Two Warren Place  
6120 South Yale Avenue, Suite 700  
Tulsa, OK 74136-4216

**Bank of America, N.A., in its capacity as Agent**

By: \_\_\_\_\_

Name:  
Title:

**The Official Committee of Unsecured Creditors**

By: \_\_\_\_\_

Name:  
Title:

**John A. Catsimatidis, individually and as a member of the Management Committee**

By: \_\_\_\_\_

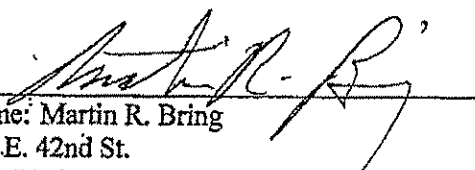
Name: John A. Catsimatidis  
823 Eleventh Avenue  
New York, NY 10019

**J. Nelson Happy individually and as a member of the Management Committee**

By: \_\_\_\_\_

Name: J. Nelson Happy  
823 Eleventh Avenue  
New York, NY 10019

Martin R. Bring individually and as a member of  
the Management Committee

By:   
Name: Martin R. Bring  
150 E. 42nd St.  
New York, NY 10017

Myron L. Turfitt

By: \_\_\_\_\_  
Name: Myron L. Turfitt  
15 Bradley Street  
Warren, PA 16365

James C. Hansel individually and as a member  
of the Management Committee

By: \_\_\_\_\_  
Name: James C. Hansel  
336 Sound Beach Ave.  
Old Greenwich, CT 06870

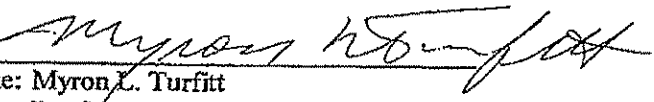
United Refining Energy Corp.

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Name: John A. Catsimatidis, Authorized Officer  
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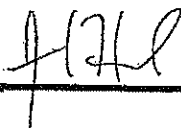
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United Refining Company

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