

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re	:	Chapter 11
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SEMCRUDE, L.P., et. al.,	:	Case No. 08-11525 (BLS)
	:	
Debtors.	:	Jointly Administered
	:	Re: Docket Nos. 5808 & 6329
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**ORDER CONFIRMING DEBTORS' FOURTH
AMENDED JOINT PLAN OF AFFILIATED DEBTORS PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE**

SemCrude, L.P. ("SemCrude"), its parent, SemGroup, L.P. ("SemGroup"), and certain direct and indirect subsidiaries of SemGroup, as debtors and debtors in possession (collectively, the "Debtors"), in the above-referenced chapter 11 cases, having proposed and filed (a) the Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated July 21, 2009 [Docket No. 4698] (as modified, the "Second Amended Plan"); (b) the Disclosure Statement for Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated July 21, 2009 [Docket No. 4699] (the "Second Amended Disclosure Statement") and the Second Amended Disclosure Statement having been approved by this Court and duly transmitted to holders of Claims¹ against the Debtors' estates in compliance with this Court's Order, dated July 21, 2009 (the "July 21 Disclosure Statement Order"): (i) approving the notice of Second Amended Disclosure Statement hearing, (ii) approving the Second Amended Disclosure Statement, (iii) fixing record dates, (iv) approving the notice and objection procedures in respect of confirmation of the Second Amended Plan, (v) approving the forms of ballots (the "Second Amended Plan Ballots")

¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in the Fourth Amended Plan (as defined below).

and establishment of procedures for voting on the Second Amended Plan, and (vi) approving the forms of notices to non-voting Classes under the Second Amended Plan; (c) the Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated September 25, 2009 [Docket No. 5808] (as modified, the “Fourth Amended Plan”); and (d) the Disclosure Statement for Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated September 25, 2009 [Docket No. 5809] (the “Fourth Amended Disclosure Statement”, and together with the Second Amended Disclosure Statement, the “Disclosure Statements”) having been approved by this Court and duly transmitted to certain holders of Claims against the Debtors’ estates in compliance with this Court’s Order, dated September 28, 2009 (the “September 28 Disclosure Statement Order”, and together with the July 21 Disclosure Statement Order, the “Disclosure Statement Orders”): (i) approving the notice of Fourth Amended Disclosure Statement hearing, (ii) approving the Fourth Amended Disclosure Statement, (iii) fixing record dates, (iv) approving the notice and objection procedures in respect of confirmation of the Fourth Amended Plan, and (v) approving the forms of ballots (the “Revised Ballots”, and together with the Second Amended Plan Ballots, the “Ballots”), the special election notice (the “Election Notice”), and establishment of procedures for voting on the Fourth Amended Plan; and upon the Certification of Stephenie Kjontvedt of Financial Balloting Group LLC Regarding Voting on, and Tabulation of, Ballots Accepting and Rejecting Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 6265] describing the methodology for the tabulation and results of voting with respect to the Fourth Amended Plan (the “Voting Certification”); and a hearing having been held before this Court on October 26, 2009 to consider confirmation of the Fourth Amended Plan (the “Confirmation Hearing”); and due notice of the Confirmation Hearing having been provided to

holders of Claims against and Equity Interests in the Debtors and other parties in interest, in compliance with the Disclosure Statement Orders, the Bankruptcy Code, and the Bankruptcy Rules, as established by (i) the various affidavits of service identified on the docket at Docket Nos. 4784, 4938, 5109, 5510, 5171, 5172, 5260, 5335, 5480, 5536, 5606, 5727, 6006, and 6008 (the “Service Affidavits”), and (ii) the various affidavits of publication identified on the docket at Docket Nos. 5495 through 5509 (the “Publication Affidavits”), and such notice being sufficient under the circumstances and no further notice being required; and the Plan Supplement [Docket Nos. 6002, 6033, 6286, and 6327] having been filed and such filing and notice thereof being sufficient under the circumstances and no further notice being required; and based upon and after full consideration of the entire record of the Confirmation Hearing, including (A) the Fourth Amended Plan, the Plan Supplement, the Disclosure Statements, and the Disclosure Statement Orders, (B) the Affidavit of Terrence Ronan in Support of Confirmation of Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated October 23, 2009 (the “Ronan Affidavit”), (C) the Service Affidavits and the Publication Affidavits, (D) the objections to confirmation of the Fourth Amended Plan or any previous plan of reorganization filed by the Debtors (collectively, the “Objections”), (E) the Debtors’ Brief in Support of Confirmation of Debtors Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code and in Response to Certain Objections Thereto, dated October 23, 2009 (the “Confirmation Brief”); and (F) the Responses (as defined in the Confirmation Brief); and the Court being familiar with the Fourth Amended Plan and other relevant factors affecting the Debtors’ Chapter 11 Cases; and the Court being fully familiar with, and having taken judicial notice of, the entire record of the Debtors’ Chapter 11 Cases; and upon

the arguments of counsel and the evidence proffered and adduced at the Confirmation Hearing;
and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED, AND
DECREED, AS FOLLOWS:

FINDINGS OF FACT

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction. The Court has jurisdiction over the Debtors' Chapter 11 Cases and confirmation of the Fourth Amended Plan pursuant to 28 U.S.C. § 1334. Confirmation of the Fourth Amended Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O) and the Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Commencement and Joint Administration of the Debtors' Chapter 11 Cases. On the Petition Date, each of the above-captioned Debtors commenced a case under chapter 11 of the Bankruptcy Code. By prior orders of the Court, the Debtors' Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have operated their businesses and managed their

properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in these Chapter 11 Cases.

D. Official Committee of Unsecured Creditors. On August 1, 2008, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed a committee of unsecured creditors (the "Creditors' Committee").

E. Examiner. On October 14, 2008, the Court entered an order appointing Louis J. Freeh as examiner (the "Examiner").

F. Official Committee of Producers. On October 24, 2008, the U.S. Trustee appointed a statutory committee of oil and gas producers and suppliers (the "Producers' Committee").

G. Judicial Notice. The Court takes judicial notice of the docket of the Debtors' Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the various hearings held before the Court during the pendency of the Debtors' Chapter 11 Cases.

H. Solicitation and Notice. On July 21, 2009, the Court entered the July 21 Disclosure Statement Order, which, among other things, approved the Second Amended Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and established procedures for the Debtors' solicitation and tabulation of votes on the Second Amended Plan. On September 28, 2009, the Court entered the September 28 Disclosure Statement Order, which, among other things, approved the Fourth Amended Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and established procedures for the Debtors'

solicitation and tabulation of votes on the Fourth Amended Plan. The (i) Second Amended Disclosure Statement and the Fourth Amended Disclosure Statement, where applicable, (ii) July 21 Disclosure Statement Order and September 28 Disclosure Statement Order, where applicable, (iii) notice of (a) approval of the Fourth Amended Disclosure Statement, (b) establishment of record dates, (c) Confirmation Hearing, and (d) procedures and deadline for voting on the Fourth Amended Plan (the “Confirmation Hearing Notice”), (vi) the Ballots, (vii) notices of non-voting status, and (viii) the Election Notice (collectively, the “Solicitation Materials”) were served in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Orders. As described in the Disclosure Statement Orders and as evidenced by the Service Affidavits, (i) the service of the Solicitation Materials was adequate and sufficient under the circumstances of these Chapter 11 Cases and (ii) adequate and sufficient notice of the Confirmation Hearing and other requirements, deadlines, hearings, and matters described in the Disclosure Statement Orders was timely provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, and provided due process and an opportunity to appear and to be heard to all parties in interest.

I. Voting. Votes on the Fourth Amended Plan were solicited after disclosure of “adequate information” as defined in section 1125 of the Bankruptcy Code. As evidenced by the Voting Certification, votes to accept the Fourth Amended Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Disclosure Statement Orders, the Bankruptcy Code, and the Bankruptcy Rules.

J. Burden of Proof. The Debtors have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, which is the applicable standard.

K. Plan Supplement. On October 10, 2009, the Debtors filed the Plan Supplement [Docket No. 6002], which includes the following documents: (i) Tab 1(A) – Executory Contracts to be Assumed, (ii) Tab 1(B) – Unexpired Leases to be Assumed, (iii) Tab 2 – Exit Facility Term Sheet, (iv) Tab 3 – Form of Litigation Trust Agreement, (v) Tab 4 – Form of Management Incentive Plan, (vi) Tab 5 – Form of New Holdco Bylaws, (vii) Tab 6 – Form of New Holdco Certificate of Incorporation, (viii) Tab 7 – Second Lien Term Loan Facility Term Sheet, (vix) Tab 8 – Form of Contributing Lender Assignment, (x) Tab 9 – Form of Warrant Agreement, (xi) Tab 10 – Terms and Conditions of Refinancing of White Cliffs Credit Agreement, (xii) Tab 11 – Identity of Executive Officers, (xiii) Tab 12 – Terms and Conditions Applicable to Producer Representative, and (xiv) Tab 13 – List of Pending Causes of Action To Be Transferred to the Litigation Trust. On October 13, 2009, the Debtors filed a supplement to the Plan Supplement [Docket No. 6033], which included a revised Tab 1(A) – Executory Contracts to be Assumed. On October 23, 2009, the Debtors filed a second supplement to the Plan Supplement [Docket No. 6286], which included Tab 1(A) – Executory Contracts to be Assumed and Tab 11 – Identity and Compensation of Executive Officers, identifying the compensation of any insiders to be retained or employed by the Reorganized Debtors or New Holdco. On October 26, 2009, the Debtors filed a third supplement to the Plan Supplement [Docket No. 6327], which included Tab 10 – Terms and Conditions of Refinancing of White Cliffs Credit Agreement. All such materials comply with the terms of the Fourth Amended Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Orders, and no other or further notice is or shall be required.

COMPLIANCE WITH SECTION 1129 OF THE BANKRUPTCY CODE

L. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).

The Fourth Amended Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

M. Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). In addition to Administrative Expense Claims, Postpetition Financing Claims, Professional Compensation and Reimbursement Claims, Senior Notes Indenture Trustee Fees, US Term Lender Group Fees, and Priority Tax Claims, which need not be classified, Article IV of the Fourth Amended Plan designates 265 Classes of Claims and Equity Interests against the appropriate Debtor. The Claims and Equity Interests included in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, legal, and factual reasons exist for separately classifying the various Claims and Equity Interests under the Fourth Amended Plan, and such Classes do not unfairly discriminate between holders of Claims and Equity Interests. The Fourth Amended Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

- i. **Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)).** Article IV of the Fourth Amended Plan specifies that Classes 1 through 52, Classes 123 through 148, and Classes 253 through 278 are unimpaired under the Fourth Amended Plan, thereby complying with section 1123(a)(2) of the Bankruptcy Code.
- ii. **Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).** Article IV of the Fourth Amended Plan designates Classes 53 through 55, Classes 70 through 122, Classes 149 through 252, and Class 279 as impaired, and Article V specify the treatment of Claims and Equity Interests in such Classes, thereby complying with section 1123(a)(3) of the Bankruptcy Code.
- iii. **No Discrimination (11 U.S.C. § 1123(a)(4)).** The Fourth Amended Plan provides for the same treatment for each Claim or Equity Interest in each respective Class unless the holder of a particular Claim or Equity Interest has agreed to a less favorable treatment on

account of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

- iv. Implementation of the Fourth Amended Plan (11 U.S.C. § 1123(a)(5)). As required by section 1123(a)(5), Articles VIII through XIX of the Fourth Amended Plan provide for adequate means for implementation of the Fourth Amended Plan. Specifically, the Fourth Amended Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the implementation of the Fourth Amended Plan, including, the establishment of the Litigation Trust and the issuance of the securities included in the Plan Currency.
- v. Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). Section 8.6 of the Fourth Amended Plan provides that the new organizational documents for New Holdco shall, to the extent applicable, prohibit the issuance of non-voting equity securities, thereby complying with section 1123(a)(6) of the Bankruptcy Code.
- vi. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). Articles I, XI, and XIX of the Fourth Amended Plan contain provisions with respect to the manner of selection of directors and officers of the New Holdco, the Litigation Trustee Board, and the Litigation Trustee, that are consistent with the interests of creditors, equity security holders, and public policy, and the Fourth Amended Disclosure Statement, the Fourth Amended Plan, and the Plan Supplement identify the individuals proposed to serve as directors and officers of New Holdco, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.
- vii. Additional Plan Provisions (11 U.S.C. § 1123(b)). The other provisions of the Fourth Amended Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code.
- viii. Impairment/Unimpairment of Classes of Claims and Equity Interests (§ 1123(b)(1)). Pursuant to Articles IV and V of the Fourth Amended Plan, (a) Classes 1 through 52, Classes 123 through 148, and Classes 253 through 278 are unimpaired under the Fourth Amended Plan; and (b) Classes 53 through 55, Classes 70 through 122, Classes 149 through 252, and Class 279 are impaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.
- ix. Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Section 16.1 of the Fourth Amended

Plan provides for the rejection of the executory contracts and unexpired leases of the Debtors as of the Effective Date, except for any executory contract or unexpired lease (a) that has been assumed pursuant to an order of the Court served prior to the Confirmation Date, (b) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (c) that is specifically designated as a contract or lease to be assumed in the Plan Supplement, as contemplated by section 1123(b)(2) of the Bankruptcy Code.

- x. Settlement of Claims or Interests Belonging to the Debtors or their Estates (11 U.S.C. § 1123(b)(3)). Articles III through V of the Fourth Amended Plan provides for the settlement of certain claims of the Debtors, as contemplated by section 1123(b)(3) of the Bankruptcy Code.
 - xi. Inclusion of Provisions not Inconsistent with Applicable Nonbankruptcy Law (11 U.S.C. § 1123(b)(6)). Articles XIV, XV, and XX of the Fourth Amended Plan contain release, injunction, and exculpation provisions that are consistent with applicable provisions of the Bankruptcy Code, as contemplated by section 1123(b)(6) of the Bankruptcy Code.
 - xii. Cure of Defaults (11 U.S.C. § 1123(d)). Section 16.4 of the Fourth Amended Plan provides for the satisfaction of default claims associated with each executory contract and unexpired lease to be assumed pursuant to the Fourth Amended Plan in accordance with section 365(b) of the Bankruptcy Code. Therefore, the Fourth Amended Plan complies with section 1123(d) of the Bankruptcy Code.
 - xiii. Bankruptcy Rule 3016(a). The Fourth Amended Plan is dated and identifies the proponents, thereby satisfying Bankruptcy Rule 3016(a).
- N. Debtors Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

Each Debtor has complied with the applicable provisions of the Bankruptcy Code. Specifically:

- i. Each Debtor is a proper debtor under section 109 of the Bankruptcy Code,
- ii. Each Debtor has complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court, and

- iii. Each Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules for the United States Bankruptcy Court, District of Delaware (the “Local Bankruptcy Rules”), and the Disclosure Statement Orders in transmitting the Solicitation Materials and in tabulating the votes with respect to the Fourth Amended Plan, thereby complying with section 1125 with respect to the Fourth Amended Disclosure Statement and the Fourth Amended Plan.

O. Plan Proposed in Good Faith (11 U.S.C. § 1129 (a)(3)). The Fourth Amended Plan is based upon extensive, arms’-length negotiations between and among the Debtors, the Creditors’ Committee, the Producers’ Committee, the Prepetition Administrative Agent, and other parties in interest, and represents the culmination of months of intensive negotiations and discussions among all parties. The Fourth Amended Plan is supported by the Creditors’ Committee, the Producers’ Committee, and certain other major creditors (including the Prepetition Lenders, holders of the Senior Notes Claims, and holders of the Secured First Purchaser Producer Claims) and was overwhelmingly accepted by creditors as set forth in the Voting Certification. The Fourth Amended Plan restructures the debt obligations of the Debtors and provides the means through which the SemGroup enterprise can continue to operate as a viable entity. Therefore, the Fourth Amended Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors’ estates and to effectuate a successful reorganization for the Debtor entities. Further, the release, exculpation, and injunction provisions embodied in the Fourth Amended Plan are fair and equitable, and a component of the consensual agreement reached among the Debtors and the various creditor constituencies and are consistent with sections 1123 and 1129 of the Bankruptcy Code.

P. Payment for Services or Cost and Expenses (11 U.S.C. § 1129(a)(4)). All payments made or to be made by any of the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Fourth Amended Plan and

incident to these Chapter 11 Cases, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

Q. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identities of those persons who will serve on the Effective Date of the Fourth Amended Plan as directors of New Holdco have been disclosed in the Fourth Amended Disclosure Statement. The identity of the officers of New Holdco who will serve on the Effective Date were disclosed in the Plan Supplement and at the Confirmation Hearing, to the extent known at such time. The identity and compensation of any insiders to be retained or employed by the Reorganized Debtors or New Holdco were disclosed in the Plan Supplement. Following the Effective Date, the Board of New Holdco will determine what changes, if any, will be made to the composition of the officers of New Holdco and their compensation. The members of the Board will serve in accordance with the New Holdco organizational documents as the same may be amended from time to time. The appointment, or continuation in office, of such individuals is consistent with the interests of creditors and with public policy.

R. No Rate Changes (11 U.S.C. § 1129(a)(6)). No rates are being changed that require approval of a governmental regulatory commission, and accordingly, this section is inapplicable to the Fourth Amended Plan.

S. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The “best interests” test is applicable only to those (i) holders of Claims that voted to reject the Fourth Amended Plan in Class 208, Class 211, Class 217, Class 219, and Class 222 and (ii) holders of Equity Interests in Class 279, which were deemed to have rejected the Fourth Amended Plan. As demonstrated by the Ronan Affidavit and the liquidation analysis contained in the Fourth Amended Disclosure

Statement, which employed commonly accepted methodologies and reasonable assumptions, each holder of an impaired Claim against or Equity Interest in the Debtors either has accepted the Fourth Amended Plan or will receive or retain under the Fourth Amended Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the applicable Debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, the Fourth Amended Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

T. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Classes 1 through 52, Classes 123 through 148, and Classes 253 through 278 are Classes of unimpaired Claims, each of which is conclusively presumed to have accepted the Fourth Amended Plan in accordance with section 1126(f) of the Bankruptcy Code. Classes 53 through 55, Classes 70 through 122, Classes 149 through 201, Class 203, Classes 206 through 207, Class 209, Class 212, Class 214, Class 218, Class 221, and Classes 223 through 224, which are the impaired Classes of Claims against the Debtors entitled to vote on the Fourth Amended Plan, have voted to accept the Fourth Amended Plan, in accordance with section 1126(b) and (c) of the Bankruptcy Code. Class 208, Class 211, Class 217, Class 219, and Class 222 have voted to reject the Fourth Amended Plan, and Class 279 (the “Deemed Rejecting Class”, and together with Class 208, Class 211, Class 217, Class 219, and Class 222, the “Rejecting Classes”) are impaired by the Fourth Amended Plan and not entitled to receive or retain any property under the Fourth Amended Plan, and therefore, is deemed to have rejected the Fourth Amended Plan pursuant to section 1126(g) of the Bankruptcy Code. Although section 1129(a)(8) of the Bankruptcy Code is not satisfied with respect to the rejection of Class 208, Class 211, Class 217, Class 219, and Class 222, and the deemed rejection of Class 279, the Fourth Amended Plan may

nevertheless be confirmed because the Fourth Amended Plan satisfies section 1129(b) of the Bankruptcy Code with respect to the Rejecting Classes.

U. Treatment of Administrative Expense Claims, Priority Tax Claims, Secured Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims and Priority Tax Claims pursuant to Article II of the Fourth Amended Plan satisfies the requirements of sections 1129(a)(9)(A) and (C) of the Bankruptcy Code. The treatment of Priority Non-Tax Claims pursuant to Section 5.1 of the Fourth Amended Plan satisfies the requirements of sections 1129(a)(9)(B) of the Bankruptcy Code. The treatment of Secured Tax Claims pursuant to Section 5.2 of the Fourth Amended Plan satisfies the requirements of section 1129(a)(9)(D) of the Bankruptcy Code.

V. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). Classes 53 through 55, Classes 70 through 122, Classes 149 through 201, Class 203, Classes 206 through 207, Class 209, Class 212, Class 214, Class 218, Class 221, and Classes 223 through 224, each of which is impaired under the Fourth Amended Plan and entitled to vote, voted to accept the Fourth Amended Plan by the requisite majorities, determined without including any acceptance of the Fourth Amended Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

W. Feasibility (11 U.S.C. § 1129 (a)(11)). The information in the Fourth Amended Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and in the Ronan Affidavit: (i) is persuasive and credible; (ii) has not been controverted by other evidence; and (iii) establishes that the Fourth Amended Plan is feasible, there is a reasonable likelihood that New Holdco and the Reorganized Debtors will meet their financial obligations under the Fourth Amended Plan in the ordinary course of business, and confirmation

of the Fourth Amended Plan is not likely to be followed by the liquidation or need for further financial reorganization of New Holdco or the Reorganized Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

X. Payment of Fees (11 U.S.C. § 1129(a)(12)). As required, pursuant to Section 23.4 of the Fourth Amended Plan, all fees payable under section 1930 of title 28 of the United States Code have been or will be paid on the Effective Date, and will continue to be paid thereafter as required, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

Y. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). In the ordinary course of their businesses, the Debtors did not have obligations with respect to retiree benefits. Accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

Z. Domestic Support (11 U.S.C. § 1129(a)(14)). In the ordinary course of their businesses, the Debtors did not have obligations with respect to domestic support. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

AA. Unsecured Claims in Cases in Which the Debtor is an Individual (11 U.S.C. § 1129(a)(15)). None of the Debtors is an “individual,” and accordingly, section 1129(a)(15) is inapplicable to the Fourth Amended Plan.

BB. Property Transfers by a Corporation or Trust that is Not a Moneyed, Business, or Commercial Corporation or Trust (11 U.S.C. § 1129(a)(16)). The Debtors are each a moneyed, business, or commercial corporation, and thus, section 1129(a)(16) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

CC. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Debtors have requested that the Court confirm the Fourth Amended Plan notwithstanding the fact that the Rejecting Classes rejected the Fourth Amended Plan. The Debtors have satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to the Rejecting Classes. Based on the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Fourth Amended Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. The Fourth Amended Plan does not “unfairly discriminate” because each Rejecting Class is of a different legal nature and priority, and no Class of Claims or Equity Interests of similar legal rights is receiving different treatment under the Fourth Amended Plan. The Fourth Amended Plan is fair and equitable as to the Rejecting Classes because no Class of Claims or Equity Interest junior to any of the Rejecting Classes is receiving a distribution under the Fourth Amended Plan. Based on the foregoing the requirements of section 1129(b) of the Bankruptcy Code are met with respect to each of the Rejecting Classes and the Fourth Amended Plan may be confirmed notwithstanding the rejection by the Rejecting Classes.

DD. Only One Plan (11 U.S.C. § 1129(c)). The Fourth Amended Plan is the only plan filed in these Chapter 11 Cases, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

EE. Principal Purpose of the Fourth Amended Plan (11 U.S.C. § 1129(d)). The principal purpose of the Fourth Amended Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

FF. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court, (i) the Debtors are deemed to have solicited acceptances of the Fourth Amended Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (ii) the Debtors, the Reorganized Debtors, and New Holdco and all of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates, and representatives, shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Fourth Amended Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Fourth Amended Plan or the offer, issuance, sale, or purchase of any securities under the Fourth Amended Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 20.6 of the Fourth Amended Plan.

GG. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Fourth Amended Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. Implementation. All documents necessary to implement the Fourth Amended Plan, including, without limitation, those contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arms' length

and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

II. Assumption of Executory Contracts and Unexpired Leases. The Debtors have satisfied the provisions of section 365 of the Bankruptcy Code with respect to the assumption of executory contracts and unexpired leases pursuant to the Fourth Amended Plan.

JJ. Transfers by Debtors. All transfers of property of the Debtors' estates, including, without limitation, the transfer and assignment of assets, to the Litigation Trust shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Fourth Amended Plan or this Order.

KK. Books and Records. SemGroup, G.P., L.L.C. and its representatives shall continue to have reasonable access to the books and records of SemGroup subject to such reasonable terms and conditions as SemGroup, G.P., L.L.C. and New Holdco may agree.

LL. Injunction, Exculpation, and Releases. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunctions, exculpations, and releases set forth in Sections 14.3, 15.2, 20.4, 20.6, and 20.8 through 20.14 of the Fourth Amended Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases and exculpations set forth in Sections 14.3, 15.2, 20.4, 20.6, and 20.8 through 20.14 of the Fourth Amended Plan. Such provisions are fair and reasonable and are in the best interests of the Debtors, their estates, and parties in interest. Further, the exculpation provisions in the Fourth Amended Plan do not relieve any party of liability for an act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct or gross negligence. Based upon the record of these Chapter 11 Cases and the evidence proffered, adduced, and/or presented at the Confirmation

Hearing, this Court finds that the injunctions, exculpations, and releases set forth in Articles XIV, XV, and XX of the Fourth Amended Plan are consistent with the Bankruptcy Code and applicable law.

MM. Settlements. Pursuant to Bankruptcy Rule 9019, in consideration for the classification, distribution and other benefits provided under the Fourth Amended Plan, (1) upon the Effective Date, the provisions of the Fourth Amended Plan, including without limitation the Producers' Settlement, the Other Twenty-Day Claims Settlement, and the Creditors' Settlement, (2) the settlements approved pursuant to this Order, including, without limitation, the J. Aron Stipulation of Settlement (as defined below), the BP Stipulation of Settlement (as defined below), the Conoco Stipulation of Settlement (as defined below), and (3) all other orders entered by the Bankruptcy Court in these Chapter 11 Cases pursuant to Bankruptcy Rule 9019, including, without limitation, the settlements with holders of Lender Swap Obligations (as defined in the Prepetition Credit Agreement), shall constitute a good faith compromise and settlement of all Claims or controversies resolved pursuant to the Fourth Amended Plan.

NN. Valuation. Pursuant to the valuation analyses set forth in the Fourth Amended Disclosure Statement, the enterprise value of the Debtors is insufficient to support a distribution to holders of SemGroup Equity Interests under absolute priority principles.

CONCLUSIONS OF LAW

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Confirmation. All requirements for confirmation of the Fourth Amended Plan have been satisfied. Accordingly, the Fourth Amended Plan in its entirety is CONFIRMED pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan

Supplement and the supplements to the Plan Supplement, including, (i) Tab 1(A) – Executory Contracts to be Assumed, (ii) Tab 1(B) – Unexpired Leases to be Assumed, (iii) Tab 2 – Exit Facility Term Sheet, (iv) Tab 3 – Form of Litigation Trust Agreement, (v) Tab 4 – Form of Management Incentive Plan, (vi) Tab 5 – Form of New Holdco Bylaws, (vii) Tab 6 – Form of New Holdco Certificate of Incorporation, (viii) Tab 7 – Second Lien Term Loan Facility Term Sheet, (vix) Tab 8 – Form of Contributing Lender Assignment, (x) Tab 9 – Form of Warrant Agreement, (xi) Tab 10 – Terms and Conditions of Refinancing of White Cliffs Credit Agreement, (xii) Tab 11 – Identity and Compensation of Executive Officers, (xiii) Tab 12 – Terms and Conditions Applicable to Producer Representative, and (xiv) Tab 13 – List of Pending Causes of Action To Be Transferred to the Litigation Trust, are authorized and approved. The terms of the Fourth Amended Plan and the Plan Supplement are incorporated by reference into, and are an integral part of, this Order.

2. Plan Supplement. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtors at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Litigation Trustee of the Litigation Trust, New Holdco, or the Reorganized Debtors, as applicable, are authorized and approved when they are finalized, executed, and delivered. Without any requirement for further order or authorization of this Court, the Debtors, the Reorganized Debtors, the Litigation Trustee, New Holdco and their successors are authorized and empowered to make all modifications to any and all documents included as part of the Plan Supplement that do not materially modify the terms of such documents and are consistent with the Fourth Amended Plan; provided, however, any such

modifications shall be subject to the consent of each of the Lender Steering Committee and the Creditors' Committee, and solely with respect to the Terms and Conditions Applicable to Producer Representative, the Producer Representative, which consents shall not be unreasonably withheld. The execution versions of the documents comprising the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby.

3. Financing Documents. The Debtors, prior to the Effective Date, and the Reorganized Debtors, from and after the Effective Date, are authorized to negotiate and enter into the Exit Facility, the Second Lien Term Loan Facility, and the refinancing of the White Cliffs Credit Agreement substantially on the terms set forth in the respective term sheets included in the Plan Supplement or as the Lender Steering Committee and the Creditors' Committee shall otherwise consent, which consents shall not be unreasonably withheld, and are authorized to enter into, execute, and deliver documentation evidencing the Exit Facility, the Second Lien Term Loan Facility and the refinanced White Cliffs Credit Agreement that does not materially modify the terms of the Exit Facility Term Sheet, Second Lien Term Loan Facility Term Sheet, and Terms and Conditions of Refinancing of White Cliffs Credit Agreement, respectively, and are consistent with the Fourth Amended Plan, and all related documents, including, without limitation, all security documents (together, the "Financing Documents"), and to grant all liens and security interests thereunder. Execution versions of the Financing Documents shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby.

4. Objections. All parties have had a full and fair opportunity to litigate all issues raised by the Objections, or which might have been raised, and the Objections have been fully and fairly litigated. All Objections, responses, statements, and comments in opposition to the Fourth Amended Plan, and all reservations of rights with respect thereto, other than those withdrawn with prejudice in their entirety prior to the Confirmation Hearing or otherwise resolved on the record of the Confirmation Hearing and/or herein, are overruled for the reasons stated on the record.

5. Solicitation and Notice. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Orders, was appropriate and satisfactory based on the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The solicitation of votes on the Fourth Amended Plan and the Solicitation Materials complied with the solicitation procedures in the Disclosure Statement Orders, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, was conducted in good faith, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. Notice of the Plan Supplement, and all related documents, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

6. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Fourth Amended Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Fourth Amended Plan be approved and confirmed in its entirety.

7. Plan Classification Controlling. The classifications of Claims and Equity Interests for purposes of the distributions to be made under the Fourth Amended Plan shall be governed solely by the terms of the Fourth Amended Plan. The classification set forth on the Ballots tendered or returned by the Debtors' Creditors in connection with voting on the Fourth Amended Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Fourth Amended Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Equity Interests under the Fourth Amended Plan for distribution purposes; and (c) shall not be binding on the Debtors, the Litigation Trust, New Holdco, Creditors, or interest holders for purposes other than voting on the Fourth Amended Plan.

8. Settlements. Pursuant to Article III and Article V of the Fourth Amended Plan, sections 105 and 1123(b)(3) of the Bankruptcy Code, and Bankruptcy Rule 9019, on the Effective Date, the provisions of the Fourth Amended Plan constitute a good faith compromise and settlement of all Claims or controversies resolved pursuant to the Fourth Amended Plan.

9. Cancellation of Debt and Equity Securities and Related Obligations. Pursuant to Section 8.9 of the Fourth Amended Plan, except (a) as otherwise expressly provided in the Fourth Amended Plan, (b) with respect to executory contracts or unexpired leases that have been assumed by the Debtors, (c) for purposes of evidencing a right to distributions under the Fourth Amended Plan, or (d) with respect to any Claim that is Allowed under the Fourth Amended Plan, on the Effective Date, any instruments or documents evidencing any Claims or Equity Interests shall be deemed automatically cancelled and deemed surrendered without further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of the Debtors under the agreements, instruments, and other documents, indentures,

and certificates of designations governing such Claims and Equity Interests, as the case may be, shall be discharged; provided, however, that such instruments or documents shall continue in effect solely for the purpose of (x) allowing the holders of such Claims to receive their distributions under the Fourth Amended Plan and (y) allowing the Disbursing Agent to make such distributions to be made on account of such Allowed Claims; provided, further, that if the Senior Notes Indenture Trustee Fees have not been paid on the Effective Date, this paragraph shall be of no force and effect with respect to the Senior Notes Indenture Charging Lien; provided, further, that the provisions of the Prepetition Credit Agreement governing the relationship of Bank of America, N.A., in its capacity as administrative agent for the Prepetition Lenders under the Prepetition Credit Agreement, and the Prepetition Lenders, including, but not limited to, those provisions relating to the rights of the Prepetition Administrative Agent to expense reimbursement, indemnification, and other similar amounts, and the priority of payment therefor shall not be affected by and shall survive the Fourth Amended Plan, entry of this Order and the occurrence of the Effective Date. SemGroup shall recognize and report on its final federal, state, local, and foreign income tax returns any and all cancellation of indebtedness or similar income arising as a result of the Fourth Amended Plan. In addition, none of SemGroup G.P., L.L.C., the general partner of SemGroup, L.P., nor any of the Debtors shall make an election to treat any of the Debtors (or their subsidiaries) as an association taxable as a corporation for any tax purposes unless such election is effective no earlier than the day after the Effective Date.

10. Issuance of Securities Included in Plan Currency. The issuance by New Holdco of the securities included within the Plan Currency on the Effective Date is authorized without the need for any further corporate action and without any further action by holders of

Claims or Equity Interests. The Debtors, the Reorganized Debtors, and New Holdco and all of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates, and representatives, shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Fourth Amended Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Fourth Amended Plan or the offer, issuance, sale or purchase of any securities under the Fourth Amended Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 20.6 of the Fourth Amended Plan.

11. Restructuring Transactions. The restructuring transactions set forth in Section 8.2 of the Fourth Amended Plan are approved in all respects and the Debtors and New Holdco are authorized to take all action in order to effectuate and implement the restructuring transactions in the order specified therein.

12. Exemption from Securities Laws. To the extent provided in section 1145 of the Bankruptcy Code and under applicable non-bankruptcy law, the issuance under the Fourth Amended Plan of the Plan Currency will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder and any state or local law requiring registration for the offer, issuance, dissolution, or sale of a security. Any securities included in the Plan Currency and issued on account of Claims will be freely tradable by the recipients thereof subject only to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(11) of the Securities Act of 1933, as

amended, and compliance with any applicable rules and regulations of the Securities and Exchange Commission.

13. The Litigation Trust. On or before the Effective Date, the Litigation Trust Agreement shall be executed by the parties thereto, and all other necessary steps shall be taken to establish the Litigation Trust. The Litigation Trust Assets shall be transferred to the Litigation Trust in accordance with the provisions of the Fourth Amended Plan. The Litigation Trustee and Litigation Trust Board shall be disclosed and approved by the Court prior to the Effective Date. Notwithstanding anything to the contrary herein, the transfer of the Litigation Trust Claims to the Litigation Trust does not diminish, and fully preserves, any rights and defenses a defendant would have if such Litigation Trust Claims had been retained by the Debtors. Pursuant to Section 11.1 of the Fourth Amended Plan, after the Effective Date, the Debtors, the Reorganized Debtors, and the Creditors' Committee shall reasonably cooperate with the Litigation Trust in the prosecution of the Litigation Trust Claims. The Debtors, the Reorganized Debtors, and the Creditors' Committee shall provide to the Litigation Trust copies of documents and information in their possession that relate to the Litigation Trust Claims or Contributing Lenders' Claims and any privileges, work product protections, or restrictions on confidentiality related thereto; provided, however, that such transfer shall not affect, modify, or be deemed a waiver of any attorney client privilege, any other applicable privilege, or restrictions on confidentiality. The Litigation Trust shall also be responsible for, and respond on behalf of the Debtors or the Reorganized Debtors to, the subpoenas and requests for production of documents substantially in the forms attached to the Fourth Amended Plan as Exhibit 11.1.

14. Distributions Under the Fourth Amended Plan. All distributions under the Fourth Amended Plan shall be made in accordance with Article XIII of the Fourth Amended Plan.

15. Disputed Claims. The provisions of Article X of the Fourth Amended Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved.

16. Assumption or Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Pursuant to Section 16.1 of the Fourth Amended Plan, as of the Effective Date all executory contracts and unexpired leases that exist between the Debtors and any Person or Entity shall be deemed rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (iii) that is specifically designated as a contract or lease to be assumed on Schedules 1(A) or 1(B) contained in the Plan Supplement.

17. Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases. Entry of this Order shall, subject to and upon the occurrence of the Effective Date, constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Section 16.1 of the Fourth Amended Plan, (ii) the extension of time, pursuant to section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume, assume and assign, or reject the executory contracts and unexpired leases specified in Section 16.1 of the Fourth Amended Plan through the date of entry of an order approving the assumption,

assumption and assignment, or rejection of such executory contracts and unexpired leases, and (iii) the approval, pursuant to section 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Section 16.1 of the Fourth Amended Plan.

18. Inclusiveness. Unless otherwise specified on Schedules 1(A) and 1(B), each executory contract and unexpired lease listed shall include modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed on Schedules 1(A) and 1(B).

19. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases. Except as may otherwise be agreed to by the parties, within thirty (30) days after the Effective Date, the Reorganized Debtors shall cure any and all undisputed defaults under any executory contract or unexpired lease assumed by the Debtors pursuant to the Fourth Amended Plan, in accordance with section 365(b) of the Bankruptcy Code. All disputed defaults that are required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtors' liability with respect thereto, or as otherwise may be agreed to by the parties.

20. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Fourth Amended Plan. Claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 16.1 of the Fourth Amended Plan must be filed with the Court and served upon the Debtors (or, on and after the Effective Date, the Reorganized Debtors) no later than thirty (30) days after the later of (i) notice

of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to Schedule 1(A) or 1(B). All such Claims not filed within such time will be forever barred from assertion against the Debtors and their estates or the Reorganized Debtors and their property.

21. Insurance Policies. Notwithstanding anything contained in the Fourth Amended Plan to the contrary, unless subject to a motion for approval or rejection that has been filed and served prior to the Confirmation Date, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto, shall be treated as executory contracts under the Fourth Amended Plan and shall be assumed pursuant to the Fourth Amended Plan, effective as of the Effective Date. Nothing contained in Section 16.6 of the Fourth Amended Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors may hold against any Entity, including, without limitation, the insurer, under any of the Debtors' insurance policies.

22. Compensation and Benefit Plans. Notwithstanding anything contained in the Fourth Amended Plan to the contrary, unless specifically rejected by order of the Court, or unless subject to a motion for approval of rejection that has been filed and served prior to the Confirmation Date, the Compensation and Benefit Plans shall be deemed to be, and shall be treated as though they are, executory contracts that are deemed assumed under the Fourth Amended Plan on the same terms, and the Debtors' obligations under the Compensation and Benefit Plans shall be deemed assumed pursuant to section 365(a) of the Bankruptcy Code, shall survive confirmation of the Fourth Amended Plan, shall remain unaffected thereby, and shall not be discharged in accordance with section 1141 of the Bankruptcy Code. Any default existing

under the Compensation and Benefit Plans shall be cured promptly after it becomes known by the Reorganized Debtors.

23. Directors and Officers. Pursuant to Section 19.1 of the Fourth Amended Plan, effective as of the Effective Date, the management, control and operation of New Holdco shall become the general responsibility of the Board of New Holdco. The persons identified in the Fourth Amended Disclosure Statement as members of the initial Board of New Holdco are deemed designated. The persons identified in the Plan Supplement shall serve as the initial officers of New Holdco on and after the Effective Date. Such officers shall serve in accordance with applicable non-bankruptcy law, any employment agreement entered into with New Holdco on or after the Effective Date, and the New Holdco organizational documents. Pursuant to Sections 8.6 and 19.5 of the Fourth Amended Plan, New Holdco shall be deemed to have adopted the Management Incentive Plan.

24. Vesting of SemGroup's Assets in New Holdco. Pursuant to Section 8.2 of the Fourth Amended Plan, on the Effective Date, except as otherwise provided in the Fourth Amended Plan or any agreement, instrument or other document incorporated therein, all assets in SemGroup's estate shall vest in New Holdco and New Holdco may operate its business and use, acquire or dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code. SemGroup owns two memberships (the "NYMEX Memberships") on the New York Mercantile Exchange, Inc. ("NYMEX"). Notwithstanding anything to the contrary herein, on the Effective Date, SemGroup's right, title and interest in the NYMEX Memberships shall be transferred to, and shall vest, in New Holdco subject to the rules of NYMEX; provided however, that New Holdco's right, title, and interest in the NYMEX Memberships shall be

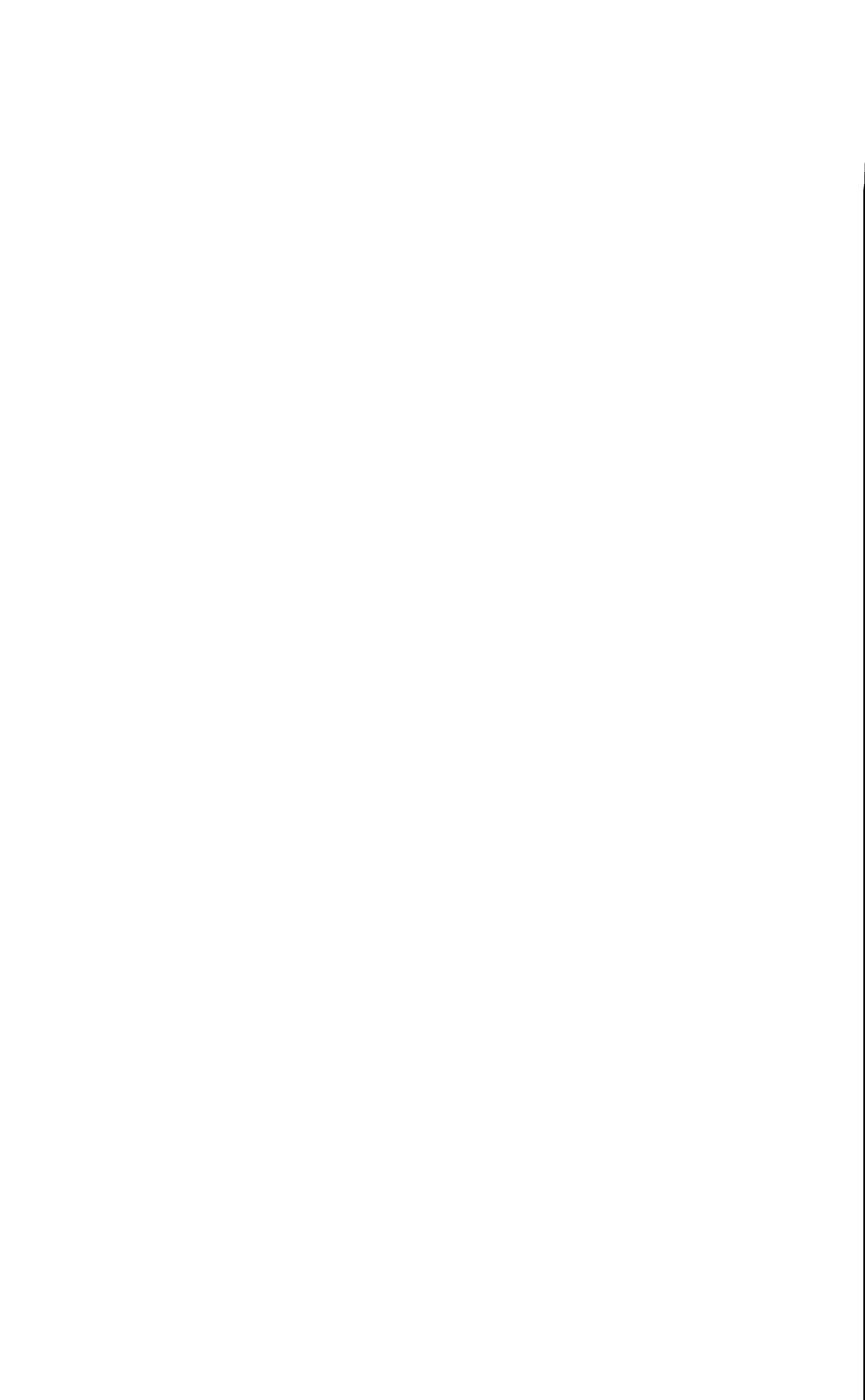
governed by, and subject to, the rules and bylaws of NYMEX, including but not limited to NYMEX Rule 110; provided, further, that, to the extent New Holdco seeks to sell, transfer or otherwise dispose of the NYMEX Memberships, any such sale, transfer or disposition shall be in accordance with the rules of NYMEX; and provided further, that, to the extent New Holdco (or any other party) is entitled to proceeds from the sale, transfer or other disposition of the NYMEX Memberships, those rights shall be governed by the rules, including as to priorities of distribution of proceeds, set by NYMEX.

25. Vesting of Assets in the Reorganized Debtors. Except as otherwise provided in the Fourth Amended Plan or any agreement, instrument, or other document incorporated therein, on the Effective Date, all property in the Debtors' estates, the Litigation Trust Assets, and any property acquired by any of the Debtors pursuant to the Fourth Amended Plan shall vest in the Reorganized Debtors or the Litigation Trust, as the case may be, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens, if any, granted to secure the repayment of the Litigation Trust Funds, the Exit Facility, the Second Lien Term Loan Interests, and Claims pursuant to the Postpetition Financing Agreement that by their terms survive termination of the Postpetition Financing Agreement). On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Retained Causes of Action or interests without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

26. Discharge of Claims and Termination of Equity Interests. Except as otherwise provided in the Fourth Amended Plan or this Order, the rights afforded in the Fourth Amended Plan and the payments and distributions to be made thereunder shall be in exchange for and in complete satisfaction and discharge of all existing debts and Claims other than the

SemCanada Energy Claim, and shall terminate all Equity Interests, of any kind, nature, or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against or in the Debtors or any of their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as provided in the Fourth Amended Plan, on the Effective Date, all existing Claims against the Debtors other than the SemCanada Energy Claim and Equity Interests in the Debtors, shall be, and shall be deemed to be, satisfied and discharged, and all holders of Claims other than the SemCanada Energy Claim and Equity Interests shall be precluded and enjoined from asserting against the Reorganized Debtors or the Litigation Trust, or any of their respective assets or properties, any other or further Claim or Equity Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Equity Interest.

27. Discharge of Debtors. Upon the Effective Date and in consideration of the distributions to be made under the Fourth Amended Plan, except as otherwise expressly provided therein, the Debtors shall be discharged of all Claims, Equity Interests, rights, and liabilities that arose prior to the Effective Date, to the fullest extent permitted by section 1141 of the Bankruptcy Code, other than the SemCanada Energy Claim. Upon the Effective Date, all Persons and Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from asserting against the Debtors, the Debtors in Possession, the Litigation Trust, or their respective successors or assigns, including, without limitation, the Reorganized Debtors, the Litigation Trust, or their respective assets, properties or interests in property, any discharged Claim or Equity Interest in the Debtors, any other or further Claims, other than the SemCanada Energy Claim, based upon any act or omission, transaction, or other activity of any



kind or nature that occurred prior to the Confirmation Date, whether or not the facts or legal bases therefore were known or existed prior to the Confirmation Date regardless of whether a proof of Claim or Equity Interest was filed, whether the holder thereof voted to accept or reject the Fourth Amended Plan, or whether the Claim or Equity Interest is an Allowed Claim or an Allowed Equity Interest.

28. Injunction on Claims. Except as otherwise expressly provided in the Fourth Amended Plan, this Order, or such other order of the Court that may be applicable, all Persons or Entities who have held, hold, or may hold Claims, or other debt or liability that is discharged or Equity Interests or other right of equity interest that is discharged pursuant to the Fourth Amended Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim, or other debt or liability or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Fourth Amended Plan against the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates, or properties or interests in properties of the Debtors, the Reorganized Debtors, the Disbursing Agent, the Prepetition Administrative Agent, the Producer Representative or the Litigation Trust, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates or properties, the Disbursing Agent, the Prepetition Administrative Agent, the Producer Representative, the Litigation Trust, or interests in properties of the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates or properties, the Disbursing Agent, the Prepetition

Administrative Agent, the Producer Representative, the Litigation Trust, or interests in properties of the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust, (d) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, 560, or 561 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates or properties, the Disbursing Agent, the Prepetition Administrative Agent, the Producer Representative, the Litigation Trust, or interests in properties of the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Fourth Amended Plan, and (e) taking any actions to interfere with the implementation or consummation of the Fourth Amended Plan; provided, however, that such injunction shall not preclude the United States of America, any State, or any of their respective police or regulatory agencies from enforcing their police or regulatory powers; and, provided, further, that except in connection with a properly filed proof of claim, the foregoing proviso does not permit the United States of America, any state, or any of their respective police or regulatory agencies from obtaining any monetary recovery from the Debtors, the Debtors in Possession, or the Reorganized Debtors, or their respective property or interests in property with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Fourth Amended Plan, including, without limitation, any monetary claim or penalty in furtherance of a police or regulatory power. Such injunction shall extend to all successors of the Debtors and Debtors in Possession, including the Litigation Trust, the Creditors' Committee and its respective

members, the Producers' Committee and its respective members, the Lender Steering Committee and its respective members, the Prepetition Administrative Agent, the Postpetition Administrative Agent, the Disbursing Agent, the Producer Representative and the respective properties and interests in property of all of the foregoing; provided, however, that such injunction shall not extend to or protect members of the Creditors' Committee, the Producers' Committee, and the Lender Steering Committee, and their respective properties and interests in property for actions based upon acts outside the scope of service on the Creditors' Committee, the Producers' Committee, or the Lender Steering Committee, and is not intended, nor shall it be construed, to extend to the assertion, the commencement, or the prosecution of any claim or cause of action against any present or former member of the Creditors' Committee, Producers' Committee, or the Lender Steering Committee, and their respective properties and interests in property arising from or relating to such member's pre-Petition Date acts or omissions or any current or former directors, officers, professionals, agents, financial advisors, underwriters, lenders, members of the Management Committee or auditors relating to acts or omissions occurring prior to the Petition Date.

29. Term of Existing Injunctions or Stays. Unless otherwise provided in the Fourth Amended Plan, this Order, or a separate order of the Court, all injunctions or stays arising under or entered during the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

30. Exculpation – Disbursing Agent. From and after the Effective Date, the Disbursing Agent shall be exculpated by all Persons and Entities, including, without limitation, holders of Claims and Equity Interests and other parties in interest, from any and all Claims,

Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Fourth Amended Plan or any order of the Court entered pursuant to or in furtherance of the Fourth Amended Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of such Disbursing Agent. No holder of a Claim or an Equity Interest or other party in interest shall have or pursue any Claim or Cause of Action against the Disbursing Agent for making payments in accordance with the Fourth Amended Plan or for implementing the provisions of the Fourth Amended Plan.

31. Exculpation – Producer Representative and Prepetition Administrative Agent. From and after the Effective Date, the Producer Representative and the Prepetition Administrative Agent shall be exculpated by all Persons and Entities, including, without limitation, holders of Claims and Equity Interests and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon the Producer Representative or the Prepetition Administrative Agent by the Fourth Amended Plan or any order of the Court entered pursuant to or in furtherance of the Fourth Amended Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of the Producer Representative or the Prepetition Administrative Agent. No holder of a Claim or an Equity Interest or other party in interest shall have or pursue any Claim or Cause of Action against the Producer Representative or the Prepetition Administrative Agent for making payments in accordance with the Fourth Amended Plan or for implementing the provisions of the Fourth Amended Plan.

32. Exculpation – Other. None of the Debtors, the Reorganized Debtors, the Lender Steering Committee and its members, the Prepetition Administrative Agent, the

Postpetition Administrative Agent, the Creditors' Committee and its members, the Producers' Committee and its members, the Examiner (other than those functions defined by the Investigative Order), the Litigation Trustee, the Disbursing Agent, the Producer Representative and any of their respective directors, officers, employees, members, attorneys, consultants, advisors, and agents (but solely in their capacities as such), shall have or incur any liability to any holder of a Claim or Equity Interest of any other Entity for any act taken or omitted to be taken in connection with, related to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, implementation, confirmation, approval, or administration of the Fourth Amended Plan or any compromises or settlements contained therein, the Fourth Amended Disclosure Statement related thereto, the property to be distributed under the Fourth Amended Plan, or any contract, instrument, release, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Fourth Amended Plan; provided, however, that the foregoing provisions of this Order shall not affect the liability of (a) any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct, including, without limitation, fraud and criminal misconduct, (b) the professionals of the Debtors, the Reorganized Debtors, the Lender Steering Committee, the Prepetition Administrative Agent, the Postpetition Administrative Agent, the Creditors' Committee, the Producers' Committee, the Examiner, the Litigation Trustee, the Producer Representative or the Disbursing Agent to their respective clients pursuant to applicable codes of professional conduct, (c) any of such Persons with respect to any act or omission prior to the Petition Date, except as otherwise expressly set forth elsewhere in this Order or (d) any Entity with respect to their obligations pursuant to the Fourth Amended Plan. Any of the foregoing

parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Fourth Amended Plan.

33. Releases by the Debtors. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, the Debtors shall release and be permanently enjoined from any prosecution or attempted prosecution of the Released Actions; provided, however, that the foregoing shall not operate as a waiver of, or release from, any Causes of Action filed and unresolved as of the Effective Date against any Prepetition Lender with a Claim under a Swap Contract (as defined in the Prepetition Credit Agreement) or a holder of a Swap Claim solely to determine whether or not such Swap Contract Claim qualifies as a Lender Swap Obligation under the Prepetition Credit Agreement.

34. Releases by Holders of Claims and Equity Interests. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, each Person who votes to accept the Fourth Amended Plan, any Person who receives a distribution under the Fourth Amended Plan and each Settling Party shall be deemed to (i) consensually forever release and be permanently enjoined from any prosecution or attempted prosecution of any Released Actions which such Person has or may have against (A) the Prepetition Lenders or holders of Swap Claims (excluding Bank of Oklahoma and its affiliates), the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement or (B) the Catsimatidis Group and (ii) agree not to aid, assist, support, or otherwise participate with any other party in prosecuting Twenty-Day Claims against the Debtors, the Reorganized Debtors, the Prepetition Administrative Agent and/or the Prepetition Lenders or to take any positions contrary to the Debtors, the Reorganized Debtors, the Prepetition Administrative Agent and/or the Prepetition Lenders.

35. Releases by Members of Creditors' Committee. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, the members of the Creditors' Committee, in their individual capacity as such, shall be deemed to consensually forever release and be permanently enjoined from any prosecution or attempted prosecution of any Released Actions which such Person has or may have had against (i) the Prepetition Lenders or holders of Swap Claims (excluding Bank of Oklahoma and its respective affiliates), the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement or (ii) the Catsimatidis Group.

36. Releases by Members of Producers' Committee. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, the members of the Producers' Committee, in their individual capacity as such, shall be deemed to consensually forever release and be permanently enjoined from any prosecution or attempted prosecution of any Released Actions which such Person has or may have had against the Prepetition Lenders or holders of Swap Claims, the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement. For the avoidance of doubt, this release shall not affect, prejudice, or release any claims of a Producer with respect to any Claims or Causes of Action relating to or with respect to any parties other than the Prepetition Lenders or holders of Swap Claims, the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement.

37. Injunction on Causes of Action. Except as provided in the Fourth Amended Plan, as of the Effective Date, all non-Debtor entities are permanently enjoined from commencing or continuing in any manner, any Causes of Action, whether directly, derivatively,

on account of or respecting any debt or Cause of Action (i) of the Debtors, the Debtors in Possession, or the Reorganized Debtors which the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust, as the case may be, retain sole and exclusive authority to pursue in accordance with Section 10.1 of the Fourth Amended Plan or (ii) which has been released pursuant to the Fourth Amended Plan, including, without limitation, pursuant to Sections 20.9, 20.10, 20.11, 20.12, 20.13 or 20.14 of the Fourth Amended Plan and this Order.

38. **Limited Release of Officers and Employees.** No claims of the Debtors' estates against their present and former officers, Management Committee members, employees, consultants, and agents and arising from or relating to the period prior to the Petition Date are released by this Plan. As of the Effective Date, the Debtors and the Debtors in Possession shall be deemed to have waived and released its officers, employees, consultants, and agents who were officers, employees, consultants, or agents, respectively, at any time during the Chapter 11 Cases, from any and all claims of the Debtors' estates arising from or relating to the period from and after the Petition Date; provided, however, that, except as otherwise provided by prior or subsequent Final Order of the Bankruptcy Court, this provision shall not operate as a waiver or release of (a) any Person (i) named or subsequently named as a defendant in any action commenced by or on behalf of the Debtors in Possession, including any actions prosecuted by the Creditors' Committee and the Prepetition Administrative Agent on behalf of the Prepetition Lenders or any Litigation Trust Claim prosecuted by the Litigation Trust, (ii) identified or subsequently identified in a report by the Examiner as having engaged in acts of dishonesty or willful misconduct detrimental to the interests of the Debtors, or (iii) adjudicated or subsequently adjudicated by a court of competent jurisdiction to have engaged in acts of dishonesty or willful misconduct detrimental to the interests of the Debtors or (b) any claim (i) with respect to any

loan, advance, or similar payment by the Debtors to any such Person, (ii) with respect to any contractual obligation owed by such Person to the Debtors, (iii) relating to such Person's knowing fraud, or (iv) to the extent based upon or attributable to such Person gaining in fact a personal profit to which such Person was not legally entitled; and, provided, further, that the foregoing is not intended, nor shall it be construed, to release any of the Debtors' claims that may exist against the Debtors' directors and officers liability insurance.

39. Release of Guarantors. The Fourth Amended Plan shall operate as a full release of all Entities (regardless of whether such Entities are Debtors) that are Guarantors (as such term is defined in the Senior Notes Indenture) other than any Entity in the SemCanada Group or that are Guarantors (as such term is defined in the Prepetition Credit Agreement) other than any Entity in the SemCanada Group from any liability arising out of or relating to the Senior Notes Indenture or Prepetition Credit Agreement, respectively, not otherwise discharged by and pursuant to the Fourth Amended Plan.

40. Litigation Trust Claims. Pursuant to the Fourth Amended Plan, other than any releases granted therein, this Order, or other Final Order of the Court, as applicable, from and after the Effective Date, only the Litigation Trust shall have the right to bring or prosecute any Litigation Trust Claims, including but not limited to the Avoidance Actions.

41. Conditions to Effective Date. The Fourth Amended Plan shall not become effective unless and until the conditions set forth in Section 18.1 of the Fourth Amended Plan have been satisfied or waived pursuant to Section 18.3 of the Fourth Amended Plan. If the Fourth Amended Plan does not become effective, nothing in the Fourth Amended Plan or the Fourth Amended Disclosure Statement shall be construed as a waiver of any rights or Claims of

the Debtors, the Lender Steering Committee, the Creditors' Committee, the Producers' Committee or the Producer Plaintiffs.

42. Retention of Jurisdiction. This Court shall retain and have exclusive jurisdiction of all matters arising out of, or related to, the Chapter 11 Cases or the Fourth Amended Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation:

- (a) to resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date of the Fourth Amended Plan, to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be rejected;
- (b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Fourth Amended Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Fourth Amended Plan;
- (c) to determine any and all motions, adversary proceedings, applications, and contested or litigation matters that may be pending on the Effective Date or that, pursuant to the Fourth Amended Plan, may be instituted by the Reorganized Debtors or the Litigation Trust prior to or after the Effective Date (which jurisdiction shall be non-exclusive as to any non-core matters);
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided therein, including any disputes between Owners and Operators with regard to distributions required under Section 3.1(h) of the Fourth Amended Plan;
- (e) to hear and determine any timely objections to Administrative Expense Claims or to proofs of Claim and Equity Interests filed, both before and after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest, and to allow, disallow, determine, liquidate, classify, estimate, or establish the priority of or secured or unsecured status of any Claim, in whole or in part;
- (f) to resolve any Disputed Claims, including objections or estimation motions prosecuted by the Producer Representative;

- (g) to enter and implement such orders as may be appropriate in the event this Order is for any reason stayed, revoked, modified, reversed, or vacated;
- (h) to issue such orders in aid of execution and consummation of the Fourth Amended Plan, to the extent authorized by section 1142 of the Bankruptcy Code;
- (i) to consider any modifications of the Fourth Amended Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Court, including, without limitation, this Order;
- (j) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;
- (k) to hear and determine disputes arising in connection with or relating to the Fourth Amended Plan or the interpretation, implementation, or enforcement of the Fourth Amended Plan or the extent of any Entity's obligations incurred in connection with or released under the Fourth Amended Plan;
- (l) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Fourth Amended Plan, this Order, or any other order of the Court;
- (m) to determine any other matters that may arise in connection with or are related to the Fourth Amended Plan, the Fourth Amended Disclosure Statement, this Order, or any other contract, instrument, release, or other agreement or document created in connection with the Fourth Amended Plan or the Fourth Amended Disclosure Statement;
- (n) to recover all assets of the Debtors and property of the Debtors' estates, wherever located;
- (o) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);
- (p) to determine the scope of any discharge of any Debtor under the Fourth Amended Plan or the Bankruptcy Code;
- (q) to hear any other matter or for any purpose specified in this Order that is not inconsistent with the Bankruptcy Code;
- (r) to resolve any disputes regarding whether a Cause of Action constitutes a Retained Cause of Action or a Litigation Trust Claim;
- (s) to enforce the terms of the Litigation Trust Agreement and to decide any claims or disputes which may arise or result from, or be connected with, the Litigation Trust Agreement, any breach or default under the Litigation Trust Agreement, or the transactions contemplated by the Litigation Trust Agreement;

- (t) to determine the matters described in paragraphs 65, 66, and 67 below; and
- (u) to enter a final decree closing the Chapter 11 Cases;

provided, however, that the foregoing is not intended to (1) expand the Court's jurisdiction beyond that allowed by applicable law, (2) impair the rights of an Entity to (i) invoke the jurisdiction of a court, commission, or tribunal, including, without limitation, with respect to matters relating to a governmental unit's police and regulatory powers, and (ii) contest the invocation of any such jurisdiction; provided, however, that the invocation of such jurisdiction, if granted, shall not extend to the allowance or priority of Claims or the enforcement of any money judgment against a Debtor or a Reorganized Debtor, as the case may be, entered by such court, commission, or tribunal, and (3) impair the rights of an Entity to (i) seek the withdrawal of the reference in accordance with 28 U.S.C. § 157(d) and (ii) contest any request for the withdrawal of reference in accordance with 28 U.S.C. § 157(d).

43. Effectuating Documents and Further Transactions. Pursuant to Section 23.1 of the Fourth Amended Plan, as of the Effective Date, the Debtors and the Reorganized Debtors are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Fourth Amended Plan and any securities issued pursuant to the Fourth Amended Plan.

44. Withholding and Reporting Requirements. Pursuant to Section 23.2 of the Fourth Amended Plan, in connection with the consummation of the Fourth Amended Plan and all instruments issued in connection therewith and distributions thereunder, any party issuing any instrument or making any distribution under the Fourth Amended Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing

authority, and all distributions under the Fourth Amended Plan shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Fourth Amended Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Fourth Amended Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

45. Corporate Action. On the Effective Date, all matters provided for in the Fourth Amended Plan involving the structure of the Debtors or the Reorganized Debtors and any action required by the Debtors or the Reorganized Debtors in connection with the Fourth Amended Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, the Reorganized Debtors, or New Holdco pursuant to the applicable general corporation, partnership, or limited liability company law of the states in which the Debtors and/or their affiliates are incorporated or formed, without any requirement of further action by the security holders or directors of any such entities.

46. Modifications. Upon entry of this Order, the Debtors may, upon order of the Bankruptcy Court, amend or modify the Fourth Amended Plan, in accordance with section 1127(b) of the Bankruptcy Code, including, without limitation, to exclude one (1) or more Debtors from the Fourth Amended Plan, or remedy any defect or omission or reconcile any inconsistency in the Fourth Amended Plan in such manner as may be necessary to carry out the

purpose and intent of the Fourth Amended Plan; provided, however, that any such amendments or modifications shall be reasonably acceptable in form and substance to the Lender Steering Committee, the Creditors' Committee, and the Producers' Committee which such consents shall not unreasonably be withheld. A holder of a Claim that has accepted the Fourth Amended Plan shall be deemed to have accepted the Fourth Amended Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

47. Payment of Statutory Fees. On the Effective Date, all fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid. Furthermore, all post-confirmation fees due and owing by the Reorganized Debtors for disbursements from the estates or the Litigation Trust under section 1930 of chapter 123 of title 28 of the United States Code shall be paid until the Chapter 11 Cases are closed and a final decree is entered.

48. Post-Confirmation Date Professional Fees and Expenses. From and after the Effective Date, the Reorganized Debtors, shall, in the ordinary course of business and without the necessity for any approval by the Court, pay the reasonable fees and expenses of professional persons thereafter incurred by them.

49. Dissolution of Creditors' Committee. On the Effective Date, the Creditors' Committee shall be dissolved and the members thereof and the professionals retained by the Creditors' Committee in accordance with section 1103 of the Bankruptcy Code shall be released and discharged from their respective fiduciary obligations; provided, however, that the Creditors' Committee shall not be dissolved for the following limited purposes: (i) seeking approval of any application of a Professional Compensation and Reimbursement Claim; (ii) objecting to any application of a Professional Compensation and Reimbursement Claim; and (iii) any appeals of this Order.

50. Dissolution of Producers' Committee. On the Effective Date, the Producers' Committee shall be dissolved and the members thereof and the professionals retained by the Producers' Committee in accordance with section 1103 of the Bankruptcy Code shall be released and discharged from their respective fiduciary obligations; provided, however, that the Producers' Committee shall not be dissolved for the limited purpose of prosecuting any application of a Professional Compensation and Reimbursement Claim submitted by the Producers' Committee.

51. Fees of the Creditors' Committee, Producers' Committee, Lender Steering Committee, and Prepetition Administrative Agent. With respect to the fees of the Creditors' Committee, Producers' Committee, Lender Steering Committee, and Prepetition Administrative Agent and/or their respective professionals, (a) all reasonable fees and expenses of members of the Lender Steering Committee and the reasonable fees and expenses of the Prepetition Administrative Agent's professionals for post-Effective Date activities (i) seeking approval of any application of a Professional Compensation and Reimbursement Claim; (ii) objecting to any application of a Professional Compensation and Reimbursement Claim; and (iii) any appeals of the Confirmation Order; (b) the reasonable fees and expenses of members of the Creditors' Committee and the reasonable fees and expenses of the Creditors' Committee's professionals for post-Effective Date activities authorized to be performed by the Creditors' Committee under Section 17.1 of the Fourth Amended Plan; and (c) the reasonable fees and expenses of the Producers' Committee's professionals for post-Effective Date activities authorized to be performed by the Producers' Committee under Section 17.1 of the Fourth Amended Plan, shall be paid without further Court approval upon the submission of invoices to the Reorganized Debtors or the Producer Representative, as applicable.

52. Survival of Provisions of Postpetition Financing Agreement.

Notwithstanding anything to the contrary contained in this Order or in the Fourth Amended Plan, the Postpetition Financing Claims and the rights, Liens, priorities, and other protections provided to the Postpetition Administrative Agent and the Postpetition Lenders under and as defined in the Postpetition Financing Agreement and the Postpetition Financing Order shall survive the occurrence of the Confirmation Date and continue in full force and effect until payment in full thereof as contemplated by Section 2.2 of the Fourth Amended Plan, whether on the Effective Date or thereafter. Nothing in the Fourth Amended Plan or in this Order, whether under section 1141 of the Bankruptcy Code or otherwise, shall discharge any Postpetition Financing Claims remaining after the Effective Date.

53. Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of Equity Interests or Plan Currency under or in connection with the Fourth Amended Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Fourth Amended Plan, including, without limitation, the Plan Currency, any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Fourth Amended Plan, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

54. Binding Effect. The Fourth Amended Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, the Litigation Trust, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

55. Notice of Entry of Confirmation Order. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c), the Debtors shall file and serve notice of entry of this Order in substantially the form annexed hereto as Exhibit A (the “Notice of Confirmation Order”) on all Creditors and interest holders, the United States Trustee for the District of Delaware, the attorneys for the Creditors’ Committee, attorneys for the Producers’ Committee, attorneys for the Prepetition Administrative Agent, and attorneys for the Postpetition Administrative Agent, and other parties in interest, by causing the Notice of Confirmation Order to be delivered to such parties by first-class mail, postage prepaid, within ten (10) business days after entry of this Order. The Notice of Confirmation Order shall also be posted on the website of the Debtors’ Court-appointed claims processing agent, Kurtzman Carson Consultants, LLC, at: www.kccllc.net/Semgroup. Such notice is adequate under the particular circumstances and no other or further notice is necessary. The form of Notice of Confirmation Order substantially in the form annexed hereto as Exhibit A is approved.

56. Notice of Effective Date. As soon as practicable after the occurrence of the Effective Date, the Debtors shall file notice of the occurrence of the Effective Date and shall serve a copy of same on all parties entitled to receive notice in these Chapter 11 Cases.

57. Record Date. The Record Date with respect to the purpose of determining the holders of Allowed Claims entitled to receive distributions pursuant to the Fourth Amended Plan in Classes 1 through 148 and Classes 175 through 226 shall be October 30, 2009.

58. Substantial Consummation. On the Effective Date, the Fourth Amended Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

59. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Fourth Amended Plan or a schedule or document in the Plan Supplement provides otherwise (in which case the governing law specified therein shall be applicable to such exhibit), the rights, duties, and obligations arising under the Fourth Amended Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

60. Conflicts Between Order and Plan. The provisions of the Fourth Amended Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern and any provision of this Order shall be deemed a modification of the Fourth Amended Plan and shall control and take precedence. The provisions of this Order are integrated with each other and are non-severable and mutually dependent.

61. Final Order. This Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

62. Schedule 1 to the Fourth Amended Plan. As used in this Order, the term “Cure Schedule” means the Schedule of Executory Contracts to be Assumed included in Tab 1(A) to the Second Supplement to Plan Supplement to Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, filed by the Debtors on October 23, 2009 and the term “Schedule 1 Cure Amount” means the aggregate amount of First Purchaser Producer Claims included both on Schedule 1 to the Fourth Amended Plan and the Cure Schedule.-As set forth in the Fourth Amended Plan: (a) the amount of Cash distributed to the

Producer Representative in accordance with Section 3.1(a) of the Fourth Amended Plan is reduced by an amount equal to the Schedule 1 Cure Amount and (b) the payments referred to in (i) the last sentence of Section 3.1(b) of the Fourth Amended Plan, (ii) the amount of Cash referred to in clause (iv) of Section 3.1(c) of the Fourth Amended Plan and (iii) the amount referred to in the last sentence of Section 3.1(d) of the Fourth Amended Plan is each reduced by the Schedule 1 Cure Amount; provided, however, that the Producer Representative shall not be required to pay the amount of any First Purchaser Producer Twenty-Day Claims listed on Schedule 1 for a Producer to the extent the amount thereof exceeds the amount of the First Purchaser Producer Twenty-Day Claims actually asserted by such Producer in its proof of claim.

63. Schedule 2 to the Fourth Amended Plan. The amount of the Secured First Purchaser Producer Claim for each holder of such Claim to be used in determining such holder's Pro Rata Share of the Cash to be received pursuant to Section 3.1(c) of the Fourth Amended Plan shall be calculated as follows: the amount of the Secured First Purchaser Producer Claim shown for such holder on the "Total" column on Schedule 2 to the Fourth Amended Plan, less (i) the amount, if any, of the Secured First Purchaser Producer Claim included in Schedule 1 Cure Amount, and if any remains, less (ii) any suspense amounts included in the "Total" column on Schedule 2 to the Fourth Amended Plan for such holder with respect to wells that had first sales to the Debtors prior to December 1, 2007, and if any remains, less (iii) the total actual amount paid to such holder for First Purchaser Producer Twenty-Day Claims applicable to oil and gas sold from leases in the Active States which was included in the payment made to such holder pursuant to Section 3.1(b) of the Fourth Amended Plan.

64. Schedule 3 to the Fourth Amended Plan. With respect to each Creditor identified on Schedule 3, the amount of any Other Twenty-Day Claim for such Creditor shall be reduced by the cure amounts, if any, for such Creditor included on the Cure Schedule.

65. J. Aron Stipulation of Settlement.

- (a) The Court hereby approves the Stipulation of Settlement dated October 15, 2009, by and among the Debtors and J. Aron & Company (the "J. Aron Stipulation of Settlement"), as meeting the requirements of section 9019 of the Bankruptcy Code.
- (b) The Court, to the full extent appropriate under applicable law, hereby retains jurisdiction over the Tender Adversary (as defined in the J. Aron Stipulation of Settlement) and the Bankruptcy Court Third Party Producer Litigations (as defined in the J. Aron Stipulation of Settlement) and will assume jurisdiction of the District Court Third Party Producer Litigations (as defined in the J. Aron Stipulation of Settlement) in the event such litigations were to be transferred to the Court; provided, however, that entry of this Order shall not constitute a ruling on the motions to dismiss filed by Samson Resources Company et al. [D.I. 6 in Adv. Case No. 09-50038], and New Dominion L.L.C. [D.I. 7 in Adv. Case No. 09-50038], and certain putative class action plaintiffs [D.I. 85 in Adv. Case No. 09-50038], which motions are *sub judice* and subject to future resolution by the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the J. Aron Stipulation of Settlement) with respect to any District Court Third Party Producer Litigations (as defined in the J. Aron Stipulation of Settlement) transferred to the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the J. Aron Stipulation of Settlement) with respect to any other action transferred to the Court; provided, further, however, J. Aron does not waive its right to oppose any such motion on any grounds.
- (c) The Prepetition Lenders and the Prepetition Administrative Agent release and are permanently enjoined from any prosecution or attempted prosecution of any of the J. Aron Released Lender Causes of Action (as defined in the J. Aron Stipulation of Settlement) against the J. Aron Releasees (as defined in the J. Aron Stipulation of Settlement) and the J. Aron Affiliate Releasees (as defined in the J. Aron Stipulation of Settlement).
- (d) The Litigation Trust releases and is permanently enjoined from any prosecution or attempted prosecution of any of the J. Aron Released Causes of Action (as defined in the J. Aron Stipulation of Settlement) against the J. Aron Releasees (as defined in the J. Aron

Stipulation of Settlement) and the J. Aron Affiliate Releasees (as defined in the J. Aron Stipulation of Settlement).

- (e) The Fourth Amended Plan shall be deemed amended to remove the reference to J. Aron in Sections 1.132, 20.11, 20.12, and 20.13.
- (f) The Fourth Amended Plan shall be deemed further amended to include the following language from the J. Aron Stipulation of Settlement:²

Upon the occurrence of the Settlement Effective Date, the Debtors shall have full use of the Tendered Funds (including interest accrued thereon since tendered pursuant to the Tender Order) as if such funds had been turned over to the Debtors on the Settlement Effective Date pursuant to section 542 of the Bankruptcy Code.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, (i) the Debtors, the Reorganized Debtors, and the Litigation Trust shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the J. Aron Released Causes of Action against the J. Aron Releasees and the J. Aron Affiliate Releasees, and (ii) the Prepetition Lenders shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the J. Aron Released Lender Causes of Action against the J. Aron Releasees and the J. Aron Affiliate Releasees.

Upon the occurrence of the Settlement Effective Date, J. Aron shall retain a General Unsecured Claim against SemGroup (Class 217 under the Plan) for any breach of warranty, indemnity, and attorneys' fees for which J. Aron would have a Claim against SemGroup under the terms of the Trading Agreement. For purposes of Section 10.4 of the Plan, the Debtors shall not have to reserve more than an amount equal to the distributions made on account of a \$10 million Preserved Claim.

Nothing herein or the Plan shall limit the contribution and indemnification rights of the J. Aron Affiliate Releasees, to the extent such rights exist under applicable law, including by way of defense or setoff against the Debtors, the

² Capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed to them in the J. Aron Stipulation of Settlement.

Reorganized Debtors, or the Litigation Trust, with respect to any Causes of Action that are not released herein.

The Debtors and the Reorganized Debtors will cooperate in any discovery, including without limitation by preserving relevant documents and making relevant witnesses available on reasonable notice, in respect of the Tender Adversary, the Third Party Producer Litigations, and any other litigation by oil and gas producers against J. Aron relating to oil and gas J. Aron purchased from the Debtors. The Debtors and the Reorganized Debtors will also cause their past, present, and future counsel, advisors, consultants, and other professionals to cooperate with J. Aron in such discovery. Costs in connection with such discovery are to be borne by the parties in accordance with applicable law.

Upon occurrence of the Settlement Effective Date, the following release provisions of the Tender Order shall continue to remain in full force and effect:

In consideration for remitting the Funds to be held by Debtors as aforesaid, Plaintiff shall be and hereby is released from all claims to the Funds remitted to the Debtors pursuant to this Order, and for any accrual of interest on the sum remitted from and after the date the Funds are remitted to the Debtors, by any person having a claim to or an interest in the Funds. Any person who has a claim to the Funds shall make that claim in this Court and against such funds, or that claim is barred and released to the full extent of the amount remitted by Plaintiff together with the accrued interest thereon. The failure of any person or entity to object to this Court's taking jurisdiction over the Funds as herein provided shall not be deemed a consent to jurisdiction of this Court over that person, entity, or any other claims.

In exchange for the consideration set forth in this Stipulation of Settlement, on the Settlement Effective Date, J. Aron shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, all Causes of Action, if any, in connection with the Prepetition Credit Agreement against the Prepetition Administrative Agent or the Prepetition Lenders.

- (g) For the avoidance of doubt, the J. Aron Affiliate Releasees shall not receive a release other than with respect to Causes of Action (i) for which the J. Aron Affiliate Releasees have been released pursuant to the terms of the J. Aron Stipulation of Settlement, and (ii) in their capacity as a Prepetition Lender under the Prepetition Credit Agreement.

66. BP Stipulation of Settlement.

- (a) The Court hereby approves the Stipulation of Settlement dated October 16, 2009, by and among the Debtors, BP Oil Supply Company, and BP Products North America, Inc., (the “BP Stipulation of Settlement”), as meeting the requirements of section 9019 of the Bankruptcy Code.
- (b) The Court, to the full extent appropriate under applicable law, hereby retains jurisdiction over the Tender Adversary (as defined in the BP Stipulation of Settlement) and the Bankruptcy Court Third Party Producer Litigations (as defined in the BP Stipulation of Settlement) and will assume jurisdiction of the District Court Third Party Producer Litigations (as defined in the BP Stipulation of Settlement) in the event such litigations were to be transferred to the Court; provided, however, that entry of this Order shall not constitute a ruling on the motions to dismiss filed by Samson Resources Company et al. [D.I. 9 in Adv. Pro. No. 09-50105], and New Dominion L.L.C. [D.I. 17 in Adv. Pro. No. 09-50105], which motions are *sub judice* and subject to future resolution by the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the BP Stipulation of Settlement) with respect to any District Court Third Party Producer Litigations (as defined in the BP Stipulation of Settlement) transferred to the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the BP Stipulation of Settlement) with respect to any other action transferred to the Court; provided, further, however, BP does not waive its right to oppose any such motion on any grounds.
- (c) The Prepetition Lenders and the Prepetition Administrative Agent release and are permanently enjoined from any prosecution or attempted prosecution of any of the BP Lender Released Causes of

- Action (as defined in the BP Stipulation of Settlement) against the BP Releasees (as defined in the BP Stipulation of Settlement).
- (d) The Debtors, the Reorganized Debtors and the Litigation Trust release and are permanently enjoined from any prosecution or attempted prosecution of any of the BP Released Causes of Action (as defined in the BP Stipulation of Settlement) against the BP Releasees.
 - (e) The Fourth Amended Plan shall be deemed further amended to include the following language from the BP Stipulation of Settlement:³

Upon the occurrence of the Settlement Effective Date, the Debtors shall have full use of the Tendered Funds (including interest accrued thereon since tendered pursuant to the Tender Order) as if such funds had been turned over to the Debtors on the Settlement Effective Date pursuant to section 542 of the Bankruptcy Code.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, (i) the Debtors, the Reorganized Debtors and the Litigation Trust shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the BP Released Causes of Action against the BP Releasees, and (ii) the Prepetition Lenders shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the BP Released Lender Causes of Action against the BP Releasees.

Upon the occurrence of the Settlement Effective Date, BP shall retain a General Unsecured Claim against SemCrude (Class 201 under the Plan) for any breach of warranty, indemnity, and attorneys' fees for which BP would have a Claim against SemCrude under the terms of the BP Agreements. For purposes of Section 10.4 of the Plan, the Debtors shall reserve an amount equal to the distributions made on account of a \$3 million Preserved Claim. Except as provided in

³ Capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed in the BP Stipulation of Settlement.

paragraph 5 and paragraph 9 of the Stipulation of Settlement, nothing in the Stipulation of Settlement or in the Plan shall affect, limit or otherwise impair any other Causes of Action, rights or defenses BP or any BP-related entities and affiliates may have against the Debtors, the Reorganized Debtors, the Litigation Trust, the Prepetition Administrative Agent or the Prepetition Lenders, including without limitation and for the avoidance of doubt, any Other Twenty Day Claims asserted by BP or any BP-related entities and affiliates.

The Debtors and the Reorganized Debtors will cooperate in any discovery, including without limitation by preserving relevant documents and making relevant witnesses available on reasonable notice, in respect of the Tender Adversary, the Third Party Producer Litigations and any other litigation by oil and gas producers against BP relating to oil and gas BP purchased from the Debtors. The Debtors and the Reorganized Debtors will also cause their past, present and future counsel, advisors, consultants, and other professionals to cooperate with BP in such discovery. Costs in connection with such discovery are to be borne by the parties in accordance with applicable law.

Upon occurrence of the Settlement Effective Date, the following release provisions of the Tender Order shall continue to remain in full force and effect:

In consideration for remitting the Funds to be held by Debtors as aforesaid, Plaintiff shall be and hereby is released from all claims to the Funds remitted to the Debtors pursuant to this Order, and for any accrual of interest on the sum remitted from and after the date the Funds are remitted to the Debtors, by any person having a claim to or an interest in the Funds. Any person who has a claim to the Funds shall

make that claim in this Court and against such funds, or that claim is barred and released to the full extent of the amount remitted by Plaintiff together with the accrued interest thereon. The failure of any person or entity to object to this Court's taking jurisdiction over the Funds and resolving competing claims to the Funds as herein provided shall not be deemed a consent to jurisdiction of this Court over that person, entity or any other claims.

In exchange for the consideration set forth in this Stipulation of Settlement, on the Settlement Effective Date, BP shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, all Causes of Action, if any, in connection with the Prepetition Credit Agreement against the Prepetition Administrative Agent or the Prepetition Lenders.

67. Conoco Stipulation of Settlement.

- (a) The Court hereby approves the Stipulation of Settlement dated October 19, 2009, by and among the Debtors and ConocoPhillips Company (the "Conoco Stipulation of Settlement"), as meeting the requirements of section 9019 of the Bankruptcy Code.
- (b) The Court, to the full extent appropriate under applicable law, hereby retains jurisdiction over the Tender Adversary (as defined in the Conoco Stipulation of Settlement) and the Bankruptcy Court Third Party Producer Litigations (as defined in the Conoco Stipulation of Settlement) and will assume jurisdiction of the District Court Third Party Producer Litigations (as defined in the Conoco Stipulation of Settlement) in the event such litigations were to be transferred to the Court; provided, however, that entry of this Confirmation Order shall not constitute a ruling on the motion to dismiss filed by Samson Resources Company et al. [D.I. 5 in Adv. Case No. 008-51457], which motion is *sub judice* and subject to future resolution by the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the Conoco Stipulation of Settlement) with respect to any District Court Third Party Producer Litigations (as defined in the Conoco Stipulation of Settlement) transferred to the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the Conoco Stipulation of Settlement)

with respect to any other action transferred to the Court; provided, further, however, Conoco does not waive its right to oppose any such motion on any grounds.

- (c) The Prepetition Lenders and the Prepetition Administrative Agent release and are permanently enjoined from any prosecution or attempted prosecution of any of the Conoco Lender Released Causes of Action (as defined in the Conoco Stipulation of Settlement) against the Conoco Releasees (as defined in the Conoco Stipulation of Settlement).
- (d) The Litigation Trust releases and is permanently enjoined from any prosecution or attempted prosecution of any of the Conoco Released Causes of Action (as defined in the Conoco Stipulation of Settlement) against the Conoco Releasees.
- (e) The Fourth Amended Plan shall be deemed further amended to include the following language from the Conoco Stipulation of Settlement:⁴

Upon the occurrence of the Settlement Effective Date, the Debtors shall have full use of the Tendered Funds (including interest accrued thereon since tendered pursuant to the Tender Order) as if such funds had been turned over to the Debtors on the Settlement Effective Date pursuant to section 542 of the Bankruptcy Code.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, (i) the Debtors, the Reorganized Debtors and the Litigation Trust shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of the Conoco Released Causes of Action against the Conoco Releasees, and (ii) the Prepetition Lenders shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of the Conoco Released Lender Causes of Action against the Conoco Releasees.

Upon the occurrence of the Settlement Effective Date, Conoco shall retain a General Unsecured Claim against SemCrude (Class 201 under the Plan) for any breach of warranty, indemnity, and attorneys' fees for which Conoco would have a Claim against SemCrude under the terms of the Agreements. For purposes of Section 10.4 of the Plan, the Debtors shall not have to reserve more than an amount

⁴ Capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed in the Conoco Stipulation of Settlement.

equal to the distributions made on account of a \$5 million Preserved Claim.

The Debtors and the Reorganized Debtors will cooperate in any discovery, including without limitation by preserving relevant documents and making relevant witnesses available on reasonable notice, in respect of the Tender Adversary, the Third Party Producer Litigations and any other litigation by oil and gas producers against Conoco relating to oil and gas Conoco purchased from the Debtors. The Debtors and the Reorganized Debtors will also cause their past, present and future counsel, advisors, consultants, and other professionals to cooperate with Conoco in such discovery. Costs in connection with such discovery are to be borne by the parties in accordance with applicable law.

Upon occurrence of the Settlement Effective Date, the following release provisions of the Tender Order shall continue to remain in full force and effect:

In consideration for remitting the Funds to be held by Debtors as aforesaid, Plaintiff shall be and hereby is released from all claims to the Funds remitted to the Debtors pursuant to this Order, and for any accrual of interest on the sum remitted from and after the date the Funds are remitted to the Debtors, by any person having a claim to or an interest in the Funds. Any person who has a claim to the Funds shall make that claim in this Court and against such funds, or that claim is barred and released to the full extent of the amount remitted by Plaintiff together with the accrued interest thereon. The failure of any person or entity to object to this Court's taking jurisdiction over the Funds and resolving competing claims to the Funds as herein provided shall not be deemed a consent to jurisdiction of this Court over that person, entity or any other claims.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, Conoco shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of all Causes of Action, if any, in connection with the Prepetition Credit Agreement against the Prepetition Administrative Agent or the Prepetition Lenders.

68. Modifications to the Fourth Amended Plan. The modifications to the Fourth Amended Plan set forth in this Order constitute non-material changes and do not materially adversely affect or change the treatment of any Claims or Equity Interests. Accordingly, pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Fourth Amended Plan.

69. Fees and Expenses Incurred After the Effective Date by the Prepetition Administration Agent with Respect to Distributions. Except as otherwise ordered by the Court, the amount of any reasonable fees and expenses incurred by the Prepetition Administrative Agent from and after the Effective Date in connection with the distribution of any payments in accordance with the Fourth Amended Plan, including, without limitation, reasonable fees and expenses of counsel, shall be paid in Cash by the Reorganized Debtors without further order of the Court within twenty (20) days of receipt of an invoice by the Reorganized Debtors. In the event that the Reorganized Debtors object to the payment of such invoice for post-Effective Date fees and expenses, in whole or in part, and the parties cannot resolve such objection after good faith negotiation, the Court shall retain jurisdiction to make a determination as to the extent to which the invoice shall be paid by the Reorganized Debtors.

70. Jayhawk Pipeline, L.L.C. Jayhawk Pipeline, L.L.C. (“Jayhawk”) has agreed to withdraw its limited objection to the Plan [Docket No. 6175] upon the Debtors’ agreement to reserve in full in Cash the amount of its Disputed Other Secured Claims in accordance with Section 10.4(a) of the Fourth Amended Plan. The allowance of such Claims is subject to later determination by the Court, in accordance with the Fourth Amended Plan. This agreement shall not be construed as a waiver of any rights of Jayhawk or the Debtors.

71. Kaw Pipe Line Corp. Kaw Pipe Line Corp (“Kaw”) has agreed to withdraw its limited objection to the Plan [Docket No. 6175] upon the Debtors’ agreement to reserve in full in Cash the amount of its Disputed Other Secured Claims in accordance with Section 10.4(a) of the Fourth Amended Plan. The allowance of such Claims is subject to later determination by the Court, in accordance with the Fourth Amended Plan. This agreement shall not be construed as a waiver of any rights of Kaw or the Debtors.

72. Benson Mineral Group, Inc. Notwithstanding anything in the Fourth Amended Plan or this Order to the contrary, as soon as practicable after the Effective Date, the Producer Representative shall pay to Benson Mineral Group, Inc. (“Benson”) the sum of \$32,000 in full and complete satisfaction of any claim Benson may have to the funds to be held by the Producer Representative, including, without limitation, any claims Benson may have related to its assertions that it should be included on Schedule 1 and Schedule 2 of the Fourth Amended Plan and any claims for attorneys fees. This amount is in addition to the amounts to be paid to Benson pursuant to a separate agreement between Benson and the Debtors.

73. Plains Marketing, L.P. The Fourth Amended Plan and this Order do not alter or amend the provisions of the Order for Payment of Funds to Debtors [Docket No. 5987] (the “Plains Tender Order”) or the rights of any party related to the \$2,484,019.74 paid by Plains

Marketing., L.P. ("Plains Marketing") to the Debtors and governed by the terms of the Plains Tender Order. The Fourth Amended Plan and this Order are without prejudice to Plains Marketing's asserted administrative and general unsecured claims, if any, (deficiency or otherwise) asserted against the Debtors or to any defense or objection thereto of the Debtors or the Prepetition Administrative Agent; provided, however, that Plains Marketing is not entitled to a claim or interest in the funds distributed or to be distributed to the Producers under Section 3.1 of the Fourth Amended Plan.

74. Distributions by Producer Representative. An Operator may request that the Producer Representative make distributions to Owners on its behalf, but at the Owner's expense. The Producer Representative may utilize third party agents for this purpose, provided however that any costs thereto shall be borne by the requesting Operator. In making distributions directly to Owners at the Operators' request, the Producer Representative may rely on data provided by the Debtors as to Owners or information provided by the Operators as to Owners or information provided by recognized industry sources. The Operators and/or the Debtors shall be responsible for providing tax I.D. information in their possession as to Owners and Operators to the Producer Representative.

75. Downstream Claims. No provision of the Fourth Amended Plan or this Order (including, but not limited to, Sections 1.133, 20.11 and 20.13 of the Fourth Amended Plan and paragraphs 34, 36, 37, 65, 66, and 67 of this Order) is intended to and no provision shall compromise, affect, discharge, or otherwise impact the Downstream Claims against any Downstream Purchasers (including, but not limited to, Downstream Claims against J. Aron & Company) and nothing contained herein shall release Producers' Downstream Claims against Downstream Purchasers (including, but not limited to, Downstream Claims against J. Aron &

Company) for amounts due to Producers. Such Downstream Claims are not administered under the Fourth Amended Plan and will not constitute Litigation Trust Assets. Neither the Debtors, the Reorganized Debtors, the Prepetition Administrative Agent nor the Prepetition Lenders shall oppose or otherwise contest the Producers' prosecution of any Downstream Claims asserted as of September 21, 2009, including, but not limited to, Downstream Claims against J. Aron & Company, nor oppose efforts of First Purchaser Producers to seek remand or transfer of asserted Downstream Claims in litigation which has been or may hereinafter be transferred to the Bankruptcy Court. For the avoidance of doubt, the following provision shall be deemed added to the end of Section 23.18 of the Fourth Amended Plan: Nothing herein shall limit or expand the defenses, causes of action, damages, or rights of any party to any litigation with a Downstream Purchaser.

76. Asserted First Purchaser Producer Twenty-Day Claims. Charter Oak Production Company, LLC; Musgrove Energy, Inc.; Tommy Young Oil Co.; Krumme Oil Co.; Baker University; Claremont Corporation; Frank Podpechan; Enerfin Resources I Limited Partnership; Capital Energy, LLC; Capital Energy LLC as Marketing Representative of other mineral interest Owners; Capital Energy LLC as Marketing Representative of RWI; Capital Energy as Marketing Representative of Squareknot Energy, Inc.; Harbinger Capital Partners Master Fund I, Ltd.; and Ward Willston Company, Inc. (the "Schedule 3 Objectors"), each a holder of an Other Twenty-Day Claim listed on Schedule 3, objected to the Fourth Amended Plan on the basis that their respective scheduled Other Twenty-Day Claims should properly have been scheduled as First Purchaser Producer Twenty-Day Claims on Schedule 1. The issue whether each Schedule 3 Objector's Twenty-Day Claim is properly treated as an Other Twenty-Day Claim or a First Purchaser Producer Twenty-Day Claim shall be determined by the Court

after the Confirmation Date on a date mutually convenient to the Court and the parties, including the Prepetition Administrative Agent. If the Debtors or Reorganized Debtors, as applicable, the Prepetition Administrative Agent, the Producers Committee or Producers' Representative, as applicable, and a Schedule 3 Objector cannot reach agreement as to discovery or timing, the Court will resolve the dispute. If a Schedule 3 Objector is determined by Final Order to be a First Purchaser Producer with respect to its Twenty-Day Claim, then (a) the full amount of such Twenty-Day Claim shall be Allowed and paid from the reserve established pursuant to Section 3.2(b) of the Fourth Amended Plan, and (b) Schedule 2 to the Fourth Amended Plan shall be deemed amended, effective as of the Effective Date, to include the full amount of any Claim as to which the Schedule 3 Objector is held to be a First Purchaser Producer. If a Schedule 3 Objector is determined by Final Order to hold an Other Twenty-Day Claim, then allowance, if any, of such Other Twenty-Day Claim shall occur in accordance with the Order Establishing Procedures for the Resolution of Administrative Claims Asserted Pursuant to Section 503(b)(9) of the Bankruptcy Code and Regarding Payments for Post-Petition Purchases [Docket No. 1376] and the Order Supplementing "Order Establishing Procedures for the Resolution of Administrative Claims Asserted Pursuant to Section 503(b)(9) of the Bankruptcy Code and Regarding Payments for Post-Petition Purchases" [Docket No. 6042].

77. Inactive State Opt-In. Any First Purchase Producer with a Claim related to production from an Inactive State may elect to have such Claim treated as a subordinated Secured First Purchaser Producer Claim provided that: (i) such election must be made in writing and delivered to the Debtors and the Producer Representative on or before the Effective Date, (ii) by making such election, the Producer will not receive any recovery on the claim as a General Unsecured Claim under the Fourth Amended Plan, and (iii) such Secured First Purchaser

Producer Claims will be subordinate in payment to Secured First Purchaser Producer Claims of Active States under the Fourth Amended Plan and cannot receive any distributions from the Producer Representative until and unless Secured First Purchaser Producer Claims of Active States are paid in full.

78. Disbursement Account. The funds held in the Disbursement Account to pay (i) any Administrative Expense Claims (including, without duplication, Twenty-Day Claims), (ii) any Professional Compensation and Reimbursement Claims and (iii) the portion of any Priority Non-Tax Claims and Priority Tax Claims pursuant to Section 12.1 of the Fourth Amended Plan shall not be subject to any rights of set-off by the Disbursing Agent.

79. Lucky Ace Petroleum LLC. The Objection of Lucky Ace Petroleum LLC to Confirmation of Fourth Amended Plan of Affiliated Debtors [Docket No. 6120] shall be resolved as stated on the record.

Dated: Oct 28, 2009
Wilmington, Delaware


THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
SEMCRUDE, L.P., <i>et. al.</i> ,	:	Case No. 08-11525 (BLS)
	:	
Debtors.	:	Jointly Administered
	:	
	:	

**NOTICE OF ENTRY OF ORDER PURSUANT TO SECTION 1129 OF THE
BANKRUPTCY CODE AND RULE 3020 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE CONFIRMING DEBTORS' FOURTH
AMENDED JOINT PLAN OF AFFILIATED DEBTORS PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE**

TO ALL PARTIES IN INTEREST IN THE
ABOVE-CAPTIONED CHAPTER 11 CASES:

PLEASE TAKE NOTICE:

1. On [____], 2009, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated September 25, 2009 (as modified, the "Fourth Amended Plan"), of SemCrude, L.P. ("SemCrude"), its parent, SemGroup, L.P. ("SemGroup"), and certain direct and indirect subsidiaries of SemGroup, as debtors and debtors in possession, in the above-referenced chapter 11 cases (collectively, the "Debtors"). Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Fourth Amended Plan.
2. The Confirmation Order (including the Fourth Amended Plan attached as an exhibit thereto) is available for inspection in the Office of the Clerk of the Bankruptcy Court at the United States Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. The Confirmation Order is also available on the website of the Debtors' Bankruptcy Court-appointed claims processing agent, Kurtzman Carson Consultants, LLC, at: <http://www.kccllc.net/Semgroup>.
3. Except as otherwise provided in the Confirmation Order or the Fourth Amended Plan, as of the Effective Date of the Fourth Amended Plan, (a) the provisions of the Fourth Amended Plan are binding upon the Debtors, any entity acquiring property under the Fourth Amended Plan and any creditor or equity interest holder of any of the Debtors, whether or not the claim or equity interest of such creditor or equity interest holder is impaired under the Fourth Amended Plan and whether or not such creditor or equity interest holder has accepted the Fourth Amended Plan, (b) the commencement or continuation of any action, employment of

process, or act to collect, recover, or offset by any holder of a claim against or equity interest in any of the Debtors is permanently enjoined, (c) all property of the Debtors' estates is vested in the Litigation Trust, or New Holdco, as applicable, free and clear of all liens, claims, encumbrances, and interests, and (d) the Debtors are discharged from all debts and claims that arose before the date and time of entry of the Confirmation Order.

**Deadline for Filing Claims Arising from Rejection of
Executory Contracts and Unexpired Leases Pursuant to the Fourth Amended Plan**

4. Section 16.1 of the Fourth Amended Plan provides that, as of the Effective Date all executory contracts and unexpired leases that exist between the Debtors and any person or entity shall be deemed rejected by the Debtors, except for any executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (iii) that is specifically designated as a contract or lease to be assumed on Schedules 1(A) and 1(B) contained in the Plan Supplement to the Fourth Amended Plan.

5. If you are not a counterparty to an executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (iii) that is specifically designated as a contract or lease to be assumed on Schedules 1(A) and 1(B) contained in the Plan Supplement to the Fourth Amended Plan, as amended or supplemented, your executory contract or unexpired lease has been rejected as of the Effective Date. Pursuant to the Confirmation Order, all proofs of claim relating to the rejection of executory contracts or unexpired leases pursuant to the Fourth Amended Plan are required to be filed with the Bankruptcy Court and served upon Kurtzman Carson Consultants, LLC, the Debtors Court-appointed claims processing agent at: SemGroup Claims Processing, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245, so as to be received no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to Schedule 1(A) or 1(B). All such Claims not filed within such time will be forever barred from assertion against the Debtors and their estates or the Reorganized Debtors and their property. If you fail to file a timely proof of claim, you shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors, the Litigation Trust, New Holdco, or their successors, or their properties or interests in property, as agents, successors or assigns, and the Debtors, the Litigation Trust, and New Holdco and their successors, properties and interests in property shall be forever discharged from any and all indebtedness or liability with respect to such claim. Each such proof of claim shall be an original, shall substantially conform to the proof of claim form previously approved by the Court or Official Form No. 10, shall be duly executed and written in the English language, shall set forth the Debtors' names and the chapter 11 case numbers, and shall set forth all amounts claimed therein in United States dollars.

Applications for Allowances of Compensation and Deadline for Objections Thereto

6. Following the occurrence of the Effective Date, New Holdco shall file with the Court a notice of occurrence of the Effective Date, identifying the date on which the Effective Date occurred.

7. On or before the date that is 60 days after the Effective Date, all applications for final allowances of compensation and reimbursement of expenses pursuant to sections 327, 328, 330, 503(b), and 1103 of the Bankruptcy Code for professional services rendered up to the Confirmation Date (each a "Final Fee Application") must be filed with the Bankruptcy Court, together with proof of service thereof, and served on (a) counsel to the Debtors, Martin A. Sosland (martin.sosland@weil.com), Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201; (b) counsel to the Debtors, John H. Knight (Knight@rlf.com), Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801; (c) counsel to the Official Committee of Unsecured Creditors (the "Creditors' Committee"), Susheel Kirpalani (susheelkirpalani@quinnemanuel.com), Daniel S. Holzman (danielholzman@quinnemanuel.com), and Joseph Minias (josephminias@quinnemanuel.com), Quinn Emanuel Urquhart Oliver & Hedges, 51 Madison Avenue, 22nd Floor, New York, New York 10010; (d) counsel for Bank of America, N.A., agent for certain of the Debtors' prepetition secured lenders and the DIP Lenders (the "Agent"), Margot B. Schonholtz (mschonholtz@kayescholer.com), Lynn Toby Fisher (lynntoby.fisher@kayescholer.com) and Marc Rosenberg (mrosenberg@kayescholer.com), Kaye Scholer, LLP, 425 Park Avenue, New York, New York, 10022; and (e) the United States Trustee, William K. Harrington, Office of the United States Trustee, J. Cabel Boggs Federal Bldg., 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

8. Objections, if any, to any Final Fee Applications shall be filed with the Court, together with proof of service thereof, and served upon the applicant and the parties identified above, so as to be filed and actually received not later than 4:00 p.m. prevailing Pacific Time on the date that is five business days prior to the hearing on the Final Fee Applications.

Dated: _____, 2009
Wilmington, Delaware

Respectfully submitted,

Mark D. Collins (No. 2981)
John H. Knight (No. 3848)
L. Katherine Good (No. 5101)
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-and-

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*Attorneys for the Debtors and
Debtors-in-Possession*

Debtor Entities and Case Numbers

Debtor	Case No.
SemCrude, L.P.	08-11525
SemFuel, L.P.	08-11538
Chemical Petroleum Exchange, Incorporated	08-11526
SemManagement, L.L.C.	08-11539
EagIwing, L.P.	08-11527
SemGas Storage, L.L.C.	08-11540
Grayson Pipeline, L.L.C.	08-11528
SemMaterials, L.P.	08-11541
Greyhawk Gas Storage Company, L.L.C.	08-11529
SemGas, L.P.	08-11542
K.C. Asphalt, L.L.C.	08-11530
SemTrucking, L.P.	08-11543
SemCanada II, L.P.	08-11531
SemGroup Asia, L.L.C.	08-11544
SemCanada, L.P.	08-11532
SemStream, L.P.	08-11545
SemCrude Pipeline, L.L.C.	08-11533
Steuben Development Company, L.L.C.	08-11546
SemFuel Transport, L.L.C.	08-11534
SemGroup, L.P.	08-11547
SemMaterials Vietnam, L.L.C.	08-11535
SemOperating G.P., L.L.C.	08-11548
SemGas Gathering, L.L.C.	08-11536
SemGroup Finance Corp.	08-11549
SemKan, L.L.C.	08-11537
SemCap L.L.C.	08-12505

EXHIBIT 2

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X	:	
In re	:	Chapter 11
	:	
SEMCRUDE, L.P., et. al.,	:	Case No. 08-11525 (BLS)
	:	
Debtors.	:	Jointly Administered
	:	<u>Re: Docket Nos. 5808 & 6329</u>
-----X		

**ORDER CONFIRMING DEBTORS' FOURTH
AMENDED JOINT PLAN OF AFFILIATED DEBTORS PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE**

SemCrude, L.P. ("SemCrude"), its parent, SemGroup, L.P. ("SemGroup"), and certain direct and indirect subsidiaries of SemGroup, as debtors and debtors in possession (collectively, the "Debtors"), in the above-referenced chapter 11 cases, having proposed and filed (a) the Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated July 21, 2009 [Docket No. 4698] (as modified, the "Second Amended Plan"); (b) the Disclosure Statement for Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated July 21, 2009 [Docket No. 4699] (the "Second Amended Disclosure Statement") and the Second Amended Disclosure Statement having been approved by this Court and duly transmitted to holders of Claims¹ against the Debtors' estates in compliance with this Court's Order, dated July 21, 2009 (the "July 21 Disclosure Statement Order"): (i) approving the notice of Second Amended Disclosure Statement hearing, (ii) approving the Second Amended Disclosure Statement, (iii) fixing record dates, (iv) approving the notice and objection procedures in respect of confirmation of the Second Amended Plan, (v) approving the forms of ballots (the "Second Amended Plan Ballots")

¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in the Fourth Amended Plan (as defined below).

and establishment of procedures for voting on the Second Amended Plan, and (vi) approving the forms of notices to non-voting Classes under the Second Amended Plan; (c) the Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated September 25, 2009 [Docket No. 5808] (as modified, the “Fourth Amended Plan”); and (d) the Disclosure Statement for Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated September 25, 2009 [Docket No. 5809] (the “Fourth Amended Disclosure Statement”, and together with the Second Amended Disclosure Statement, the “Disclosure Statements”) having been approved by this Court and duly transmitted to certain holders of Claims against the Debtors’ estates in compliance with this Court’s Order, dated September 28, 2009 (the “September 28 Disclosure Statement Order”, and together with the July 21 Disclosure Statement Order, the “Disclosure Statement Orders”): (i) approving the notice of Fourth Amended Disclosure Statement hearing, (ii) approving the Fourth Amended Disclosure Statement, (iii) fixing record dates, (iv) approving the notice and objection procedures in respect of confirmation of the Fourth Amended Plan, and (v) approving the forms of ballots (the “Revised Ballots”, and together with the Second Amended Plan Ballots, the “Ballots”), the special election notice (the “Election Notice”), and establishment of procedures for voting on the Fourth Amended Plan; and upon the Certification of Stephenie Kjontvedt of Financial Balloting Group LLC Regarding Voting on, and Tabulation of, Ballots Accepting and Rejecting Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 6265] describing the methodology for the tabulation and results of voting with respect to the Fourth Amended Plan (the “Voting Certification”); and a hearing having been held before this Court on October 26, 2009 to consider confirmation of the Fourth Amended Plan (the “Confirmation Hearing”); and due notice of the Confirmation Hearing having been provided to

holders of Claims against and Equity Interests in the Debtors and other parties in interest, in compliance with the Disclosure Statement Orders, the Bankruptcy Code, and the Bankruptcy Rules, as established by (i) the various affidavits of service identified on the docket at Docket Nos. 4784, 4938, 5109, 5510, 5171, 5172, 5260, 5335, 5480, 5536, 5606, 5727, 6006, and 6008 (the “Service Affidavits”), and (ii) the various affidavits of publication identified on the docket at Docket Nos. 5495 through 5509 (the “Publication Affidavits”), and such notice being sufficient under the circumstances and no further notice being required; and the Plan Supplement [Docket Nos. 6002, 6033, 6286, and ~~6286~~6327] having been filed and such filing and notice thereof being sufficient under the circumstances and no further notice being required; and based upon and after full consideration of the entire record of the Confirmation Hearing, including (A) the Fourth Amended Plan, the Plan Supplement, the Disclosure Statements, and the Disclosure Statement Orders, (B) the Affidavit of Terrence Ronan in Support of Confirmation of Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated October 23, 2009 (the “Ronan Affidavit”), (C) the Service Affidavits and the Publication Affidavits, (D) the objections to confirmation of the Fourth Amended Plan or any previous plan of reorganization filed by the Debtors (collectively, the “Objections”), (E) the Debtors’ Brief in Support of Confirmation of Debtors Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code and in Response to Certain Objections Thereto, dated October 23, 2009 (the “Confirmation Brief”); and (F) the Responses (as defined in the Confirmation Brief); and the Court being familiar with the Fourth Amended Plan and other relevant factors affecting the Debtors’ Chapter 11 Cases; and the Court being fully familiar with, and having taken judicial notice of, the entire record of the Debtors’ Chapter 11 Cases; and upon

the arguments of counsel and the evidence proffered and adduced at the Confirmation Hearing; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED, AND DECREED, AS FOLLOWS:

FINDINGS OF FACT

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction. The Court has jurisdiction over the Debtors' Chapter 11 Cases and confirmation of the Fourth Amended Plan pursuant to 28 U.S.C. § 1334. Confirmation of the Fourth Amended Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (L), and (O) and the Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Commencement and Joint Administration of the Debtors' Chapter 11 Cases. On the Petition Date, each of the above-captioned Debtors commenced a case under chapter 11 of the Bankruptcy Code. By prior orders of the Court, the Debtors' Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have operated their businesses and managed their

properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in these Chapter 11 Cases.

D. Official Committee of Unsecured Creditors. On August 1, 2008, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed a committee of unsecured creditors (the "Creditors' Committee").

E. Examiner. On October 14, 2008, the Court entered an order appointing Louis J. Freeh as examiner (the "Examiner").

F. Official Committee of Producers. On October 24, 2008, the U.S. Trustee appointed a statutory committee of oil and gas producers and suppliers (the "Producers' Committee").

G. Judicial Notice. The Court takes judicial notice of the docket of the Debtors' Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the various hearings held before the Court during the pendency of the Debtors' Chapter 11 Cases.

H. Solicitation and Notice. On July 21, 2009, the Court entered the July 21 Disclosure Statement Order, which, among other things, approved the Second Amended Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and established procedures for the Debtors' solicitation and tabulation of votes on the Second Amended Plan. On September 28, 2009, the Court entered the September 28 Disclosure Statement Order, which, among other things, approved the Fourth Amended Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and established procedures for the Debtors'

solicitation and tabulation of votes on the Fourth Amended Plan. The (i) Second Amended Disclosure Statement and the Fourth Amended Disclosure Statement, where applicable, (ii) July 21 Disclosure Statement Order and September 28 Disclosure Statement Order, where applicable, (iii) notice of (a) approval of the Fourth Amended Disclosure Statement, (b) establishment of record dates, (c) Confirmation Hearing, and (d) procedures and deadline for voting on the Fourth Amended Plan (the “Confirmation Hearing Notice”), (vi) the Ballots, (vii) notices of non-voting status, and (viii) the Election Notice (collectively, the “Solicitation Materials”) were served in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Orders. As described in the Disclosure Statement Orders and as evidenced by the Service Affidavits, (i) the service of the Solicitation Materials was adequate and sufficient under the circumstances of these Chapter 11 Cases and (ii) adequate and sufficient notice of the Confirmation Hearing and other requirements, deadlines, hearings, and matters described in the Disclosure Statement Orders was timely provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, and provided due process and an opportunity to appear and to be heard to all parties in interest.

I. Voting. Votes on the Fourth Amended Plan were solicited after disclosure of “adequate information” as defined in section 1125 of the Bankruptcy Code. As evidenced by the Voting Certification, votes to accept the Fourth Amended Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Disclosure Statement Orders, the Bankruptcy Code, and the Bankruptcy Rules.

J. Burden of Proof. The Debtors have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, which is the applicable standard.

K. Plan Supplement. On October 10, 2009, the Debtors filed the Plan Supplement [Docket No. 6002], which includes the following documents: (i) Tab 1(A) – Executory Contracts to be Assumed, (ii) Tab 1(B) – Unexpired Leases to be Assumed, (iii) Tab 2 – Exit Facility Term Sheet, (iv) Tab 3 – Form of Litigation Trust Agreement, (v) Tab 4 – Form of Management Incentive Plan, (vi) Tab 5 – Form of New Holdco Bylaws, (vii) Tab 6 – Form of New Holdco Certificate of Incorporation, (viii) Tab 7 – Second Lien Term Loan Facility Term Sheet, (vix) Tab 8 – Form of Contributing Lender Assignment, (x) Tab 9 – Form of Warrant Agreement, (xi) Tab 10 – Terms and Conditions of Refinancing of White Cliffs Credit Agreement, (xii) Tab 11 – Identity of Executive Officers, (xiii) Tab 12 – Terms and Conditions Applicable to Producer Representative, and (xiv) Tab 13 – List of Pending Causes of Action To Be Transferred to the Litigation Trust. On October 13, 2009, the Debtors filed a supplement to the Plan Supplement [Docket No. 6033], which included a revised Tab 1(A) – Executory Contracts to be Assumed. On October 23, 2009, the Debtors filed a second supplement to the Plan Supplement [Docket No. 6286], which included Tab 1(A) – Executory Contracts to be Assumed and Tab 11 – Identity and Compensation of Executive Officers, identifying ~~and~~the compensation of any insiders to be retained or employed by the Reorganized Debtors or New Holdco. On October 26, 2009, the Debtors filed a third supplement to the Plan Supplement [Docket No. 6327], which included Tab 10 – Terms and Conditions of Refinancing of White Cliffs Credit Agreement. All such materials comply with the terms of the Fourth Amended Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Orders, and no other or further notice is or shall be required.

COMPLIANCE WITH SECTION 1129 OF THE BANKRUPTCY CODE

L. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).

The Fourth Amended Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

M. Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). In addition to Administrative Expense Claims, Postpetition Financing Claims, Professional Compensation and Reimbursement Claims, Senior Notes Indenture Trustee Fees, US Term Lender Group Fees, and Priority Tax Claims, which need not be classified, Article IV of the Fourth Amended Plan designates 265 Classes of Claims and Equity Interests against the appropriate Debtor. The Claims and Equity Interests included in each Class are substantially similar to other Claims and Equity Interests, as the case may be, in each such Class. Valid business, legal, and factual reasons exist for separately classifying the various Claims and Equity Interests under the Fourth Amended Plan, and such Classes do not unfairly discriminate between holders of Claims and Equity Interests. The Fourth Amended Plan, therefore, satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

- i. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)).** Article IV of the Fourth Amended Plan specifies that Classes 1 through 52, Classes 123 through 148, and Classes 253 through 278 are unimpaired under the Fourth Amended Plan, thereby complying with section 1123(a)(2) of the Bankruptcy Code.
- ii. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).** Article IV of the Fourth Amended Plan designates Classes 53 through 55, Classes 70 through 122, Classes 149 through 252, and Class 279 as impaired, and Article V specify the treatment of Claims and Equity Interests in such Classes, thereby complying with section 1123(a)(3) of the Bankruptcy Code.
- iii. No Discrimination (11 U.S.C. § 1123(a)(4)).** The Fourth Amended Plan provides for the same treatment for each Claim or Equity Interest in each respective Class unless the holder of a particular Claim or Equity Interest has agreed to a less favorable treatment on

account of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

- iv. Implementation of the Fourth Amended Plan (11 U.S.C. § 1123(a)(5)). As required by section 1123(a)(5), Articles VIII through XIX of the Fourth Amended Plan provide for adequate means for implementation of the Fourth Amended Plan. Specifically, the Fourth Amended Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the implementation of the Fourth Amended Plan, including, the establishment of the Litigation Trust and the issuance of the securities included in the Plan Currency.
- v. Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). Section 8.6 of the Fourth Amended Plan provides that the new organizational documents for New Holdco shall, to the extent applicable, prohibit the issuance of non-voting equity securities, thereby complying with section 1123(a)(6) of the Bankruptcy Code.
- vi. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). Articles I, XI, and XIX of the Fourth Amended Plan contain provisions with respect to the manner of selection of directors and officers of the New Holdco, the Litigation Trustee Board, and the Litigation Trustee, that are consistent with the interests of creditors, equity security holders, and public policy, and the Fourth Amended Disclosure Statement, the Fourth Amended Plan, and the Plan Supplement identify the individuals proposed to serve as directors and officers of New Holdco, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.
- vii. Additional Plan Provisions (11 U.S.C. § 1123(b)). The other provisions of the Fourth Amended Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code.
- viii. Impairment/Unimpairment of Classes of Claims and Equity Interests (§ 1123(b)(1)). Pursuant to Articles IV and V of the Fourth Amended Plan, (a) Classes 1 through 52, Classes 123 through 148, and Classes 253 through 278 are unimpaired under the Fourth Amended Plan; and (b) Classes 53 through 55, Classes 70 through 122, Classes 149 through 252, and Class 279 are impaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.
- ix. Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Section 16.1 of the Fourth Amended Plan provides

for the rejection of the executory contracts and unexpired leases of the Debtors as of the Effective Date, except for any executory contract or unexpired lease (a) that has been assumed pursuant to an order of the Court served prior to the Confirmation Date, (b) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (c) that is specifically designated as a contract or lease to be assumed in the Plan Supplement, as contemplated by section 1123(b)(2) of the Bankruptcy Code.

- x. Settlement of Claims or Interests Belonging to the Debtors or their Estates (11 U.S.C. § 1123(b)(3)). Articles III through V of the Fourth Amended Plan provides for the settlement of certain claims of the Debtors, as contemplated by section 1123(b)(3) of the Bankruptcy Code.
- xi. Inclusion of Provisions not Inconsistent with Applicable Nonbankruptcy Law (11 U.S.C. § 1123(b)(6)). Articles XIV, XV, and XX of the Fourth Amended Plan contain release, injunction, and exculpation provisions that are consistent with applicable provisions of the Bankruptcy Code, as contemplated by section 1123(b)(6) of the Bankruptcy Code.
- xii. Cure of Defaults (11 U.S.C. § 1123(d)). Section 16.4 of the Fourth Amended Plan provides for the satisfaction of default claims associated with each executory contract and unexpired lease to be assumed pursuant to the Fourth Amended Plan in accordance with section 365(b) of the Bankruptcy Code. Therefore, the Fourth Amended Plan complies with section 1123(d) of the Bankruptcy Code.
- xiii. Bankruptcy Rule 3016(a). The Fourth Amended Plan is dated and identifies the proponents, thereby satisfying Bankruptcy Rule 3016(a).

N. Debtors Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

Each Debtor has complied with the applicable provisions of the Bankruptcy Code. Specifically:

- i. Each Debtor is a proper debtor under section 109 of the Bankruptcy Code,
- ii. Each Debtor has complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court, and

- iii. Each Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules for the United States Bankruptcy Court, District of Delaware (the “Local Bankruptcy Rules”), and the Disclosure Statement Orders in transmitting the Solicitation Materials and in tabulating the votes with respect to the Fourth Amended Plan, thereby complying with section 1125 with respect to the Fourth Amended Disclosure Statement and the Fourth Amended Plan.

O. Plan Proposed in Good Faith (11 U.S.C. § 1129 (a)(3)). The Fourth Amended Plan is based upon extensive, arms’ -length negotiations between and among the Debtors, the Creditors’ Committee, the Producers’ Committee, the Prepetition Administrative Agent, and other parties in interest, and represents the culmination of months of intensive negotiations and discussions among all parties. The Fourth Amended Plan is supported by the Creditors’ Committee, the Producers’ Committee, and certain other major creditors (including the Prepetition Lenders, holders of the Senior Notes Claims, and holders of the Secured First Purchaser Producer Claims) and was overwhelmingly accepted by creditors as set forth in the Voting Certification. The Fourth Amended Plan restructures the debt obligations of the Debtors and provides the means through which the SemGroup enterprise can continue to operate as a viable entity. Therefore, the Fourth Amended Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors’ estates and to effectuate a successful reorganization for the Debtor entities. Further, the release, exculpation, and injunction provisions embodied in the Fourth Amended Plan are fair and equitable, and a component of the consensual agreement reached among the Debtors and the various creditor constituencies and are consistent with sections 1123 and 1129 of the Bankruptcy Code.

P. Payment for Services or Cost and Expenses (11 U.S.C. § 1129(a)(4)). All payments made or to be made by any of the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Fourth Amended Plan and

incident to these Chapter 11 Cases, have been approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

Q. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identities of those persons who will serve on the Effective Date of the Fourth Amended Plan as directors of New Holdco have been disclosed in the Fourth Amended Disclosure Statement. The identity of the officers of New Holdco who will serve on the Effective Date were disclosed in the Plan Supplement and at the Confirmation Hearing, to the extent known at such time. The identity and compensation of any insiders to be retained or employed by the Reorganized Debtors or New Holdco were disclosed in the Plan Supplement. Following the Effective Date, the Board of New Holdco will determine what changes, if any, will be made to the composition of the officers of New Holdco and their compensation. The members of the Board will serve in accordance with the New Holdco organizational documents as the same may be amended from time to time. The appointment, or continuation in office, of such individuals is consistent with the interests of creditors and with public policy.

R. No Rate Changes (11 U.S.C. § 1129(a)(6)). No rates are being changed that require approval of a governmental regulatory commission, and accordingly, this section is inapplicable to the Fourth Amended Plan.

S. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The “best interests” test is applicable only to those (i) holders of Claims that voted to reject the Fourth Amended Plan in Class 208, Class 211, Class 217, Class 219, and Class 222 and (ii) holders of Equity Interests in Class 279, which were deemed to have rejected the Fourth Amended Plan. As demonstrated by the Ronan Affidavit and the liquidation analysis contained in the Fourth Amended Disclosure

Statement, which employed commonly accepted methodologies and reasonable assumptions, each holder of an impaired Claim against or Equity Interest in the Debtors either has accepted the Fourth Amended Plan or will receive or retain under the Fourth Amended Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the applicable Debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, the Fourth Amended Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

T. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Classes 1 through 52, Classes 123 through 148, and Classes 253 through 278 are Classes of unimpaired Claims, each of which is conclusively presumed to have accepted the Fourth Amended Plan in accordance with section 1126(f) of the Bankruptcy Code. Classes 53 through 55, Classes 70 through 122, Classes 149 through 201, Class 203, Classes 206 through 207, Class 209, Class 212, Class 214, Class 218, Class 221, and Classes 223 through 224, which are the impaired Classes of Claims against the Debtors entitled to vote on the Fourth Amended Plan, have voted to accept the Fourth Amended Plan, in accordance with section 1126(b) and (c) of the Bankruptcy Code. Class 208, Class 211, Class 217, Class 219, and Class 222 have voted to reject the Fourth Amended Plan, and Class 279 (the “Deemed Rejecting Class”, and together with Class 208, Class 211, Class 217, Class 219, and Class 222, the “Rejecting Classes”) are impaired by the Fourth Amended Plan and not entitled to receive or retain any property under the Fourth Amended Plan, and therefore, is deemed to have rejected the Fourth Amended Plan pursuant to section 1126(g) of the Bankruptcy Code. Although section 1129(a)(8) of the Bankruptcy Code is not satisfied with respect to the rejection of Class 208, Class 211, Class 217, Class 219, and Class 222, and the deemed rejection of Class 279, the Fourth Amended Plan may

nevertheless be confirmed because the Fourth Amended Plan satisfies section 1129(b) of the Bankruptcy Code with respect to the Rejecting Classes.

U. Treatment of Administrative Expense Claims, Priority Tax Claims, Secured Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims and Priority Tax Claims pursuant to Article II of the Fourth Amended Plan satisfies the requirements of sections 1129(a)(9)(A) and (C) of the Bankruptcy Code. The treatment of Priority Non-Tax Claims pursuant to Section 5.1 of the Fourth Amended Plan satisfies the requirements of sections 1129(a)(9)(B) of the Bankruptcy Code. The treatment of Secured Tax Claims pursuant to Section 5.2 of the Fourth Amended Plan satisfies the requirements of section 1129(a)(9)(D) of the Bankruptcy Code.

V. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). Classes 53 through 55, Classes 70 through 122, Classes 149 through 201, Class 203, Classes 206 through 207, Class 209, Class 212, Class 214, Class 218, Class 221, and Classes 223 through 224, each of which is impaired under the Fourth Amended Plan and entitled to vote, voted to accept the Fourth Amended Plan by the requisite majorities, determined without including any acceptance of the Fourth Amended Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

W. Feasibility (11 U.S.C. § 1129 (a)(11)). The information in the Fourth Amended Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and in the Ronan Affidavit: (i) is persuasive and credible; (ii) has not been controverted by other evidence; and (iii) establishes that the Fourth Amended Plan is feasible, there is a reasonable likelihood that New Holdco and the Reorganized Debtors will meet their financial obligations under the Fourth Amended Plan in the ordinary course of business, and confirmation

of the Fourth Amended Plan is not likely to be followed by the liquidation or need for further financial reorganization of New Holdco or the Reorganized Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

X. Payment of Fees (11 U.S.C. § 1129(a)(12)). As required, pursuant to Section 23.4 of the Fourth Amended Plan, all fees payable under section 1930 of title 28 of the United States Code have been or will be paid on the Effective Date, and will continue to be paid thereafter as required, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

Y. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). In the ordinary course of their businesses, the Debtors did not have obligations with respect to retiree benefits. Accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

Z. Domestic Support (11 U.S.C. § 1129(a)(14)). In the ordinary course of their businesses, the Debtors did not have obligations with respect to domestic support. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

AA. Unsecured Claims in Cases in Which the Debtor is an Individual (11 U.S.C. § 1129(a)(15)). None of the Debtors is an “individual,” and accordingly, section 1129(a)(15) is inapplicable to the Fourth Amended Plan.

BB. Property Transfers by a Corporation or Trust that is Not a Moneyed, Business, or Commercial Corporation or Trust (11 U.S.C. § 1129(a)(16)). The Debtors are each a moneyed, business, or commercial corporation, and thus, section 1129(a)(16) of the Bankruptcy Code is inapplicable in the Chapter 11 Cases.

CC. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Debtors have requested that the Court confirm the Fourth Amended Plan notwithstanding the fact that the Rejecting Classes rejected the Fourth Amended Plan. The Debtors have satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to the Rejecting Classes. Based on the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the Fourth Amended Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. The Fourth Amended Plan does not “unfairly discriminate” because each Rejecting Class is of a different legal nature and priority, and no Class of Claims or Equity Interests of similar legal rights is receiving different treatment under the Fourth Amended Plan. The Fourth Amended Plan is fair and equitable as to the Rejecting Classes because no Class of Claims or Equity Interest junior to any of the Rejecting Classes is receiving a distribution under the Fourth Amended Plan. Based on the foregoing the requirements of section 1129(b) of the Bankruptcy Code are met with respect to each of the Rejecting Classes and the Fourth Amended Plan may be confirmed notwithstanding the rejection by the Rejecting Classes.

DD. Only One Plan (11 U.S.C. § 1129(c)). The Fourth Amended Plan is the only plan filed in these Chapter 11 Cases, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

EE. Principal Purpose of the Fourth Amended Plan (11 U.S.C. § 1129(d)). The principal purpose of the Fourth Amended Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act of 1933, thereby satisfying the requirements of section 1129(d) of the Bankruptcy Code.

FF. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Court, (i) the Debtors are deemed to have solicited acceptances of the Fourth Amended Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (ii) the Debtors, the Reorganized Debtors, and New Holdco and all of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates, and representatives, shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Fourth Amended Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Fourth Amended Plan or the offer, issuance, sale, or purchase of any securities under the Fourth Amended Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 20.6 of the Fourth Amended Plan.

GG. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Fourth Amended Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. Implementation. All documents necessary to implement the Fourth Amended Plan, including, without limitation, those contained in the Plan Supplement, and all other relevant and necessary documents have been negotiated in good faith and at arms' length

and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

II. Assumption of Executory Contracts and Unexpired Leases. The Debtors have satisfied the provisions of section 365 of the Bankruptcy Code with respect to the assumption of executory contracts and unexpired leases pursuant to the Fourth Amended Plan.

JJ. Transfers by Debtors. All transfers of property of the Debtors' estates, including, without limitation, the transfer and assignment of assets, to the Litigation Trust shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests, except as expressly provided in the Fourth Amended Plan or this Order.

KK. Books and Records. SemGroup, G.P., L.L.C. and its representatives shall continue to have reasonable access to the books and records of SemGroup subject to such reasonable terms and conditions as SemGroup, G.P., L.L.C. and New Holdco may agree.

LL. Injunction, Exculpation, and Releases. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunctions, exculpations, and releases set forth in Sections 14.3, 15.2, 20.4, 20.6, and 20.8 through 20.14 of the Fourth Amended Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases and exculpations set forth in Sections 14.3, 15.2, 20.4, 20.6, and 20.8 through 20.14 of the Fourth Amended Plan. Such provisions are fair and reasonable and are in the best interests of the Debtors, their estates, and parties in interest. Further, the exculpation provisions in the Fourth Amended Plan do not relieve any party of liability for an act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct or gross negligence. Based upon the record of these Chapter 11 Cases and the evidence proffered, adduced, and/or presented at the Confirmation

Hearing, this Court finds that the injunctions, exculpations, and releases set forth in Articles XIV, XV, and XX of the Fourth Amended Plan are consistent with the Bankruptcy Code and applicable law.

MM. Settlements. Pursuant to Bankruptcy Rule 9019, in consideration for the classification, distribution and other benefits provided under the Fourth Amended Plan, (1) upon the Effective Date, the provisions of the Fourth Amended Plan, including without limitation the Producers' Settlement, the Other Twenty-Day Claims Settlement, and the Creditors' Settlement, (2) the settlements approved pursuant to this Order, including, without limitation, the J. Aron Stipulation of Settlement (as defined below), the BP Stipulation of Settlement (as defined below), the Conoco Stipulation of Settlement (as defined below), and (3) all other orders entered by the Bankruptcy Court in these Chapter 11 Cases pursuant to Bankruptcy Rule 9019, including, without limitation, the settlements with holders of Lender Swap Obligations (as defined in the Prepetition Credit Agreement), shall constitute a good faith compromise and settlement of all Claims or controversies resolved pursuant to the Fourth Amended Plan.

NN. Valuation. Pursuant to the valuation analyses set forth in the Fourth Amended Disclosure Statement, the enterprise value of the Debtors is insufficient to support a distribution to holders of SemGroup Equity Interests under absolute priority principles.

CONCLUSIONS OF LAW

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Confirmation. All requirements for confirmation of the Fourth Amended Plan have been satisfied. Accordingly, the Fourth Amended Plan in its entirety is CONFIRMED pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan

Supplement and the supplements to the Plan Supplement, including, (i) Tab 1(A) – Executory Contracts to be Assumed, (ii) Tab 1(B) – Unexpired Leases to be Assumed, (iii) Tab 2 – Exit Facility Term Sheet, (iv) Tab 3 – Form of Litigation Trust Agreement, (v) Tab 4 – Form of Management Incentive Plan, (vi) Tab 5 – Form of New Holdco Bylaws, (vii) Tab 6 – Form of New Holdco Certificate of Incorporation, (viii) Tab 7 – Second Lien Term Loan Facility Term Sheet, (vix) Tab 8 – Form of Contributing Lender Assignment, (x) Tab 9 – Form of Warrant Agreement, (xi) Tab 10 – Terms and Conditions of Refinancing of White Cliffs Credit Agreement, (xii) Tab 11 – Identity and Compensation of Executive Officers, (xiii) Tab 12 – Terms and Conditions Applicable to Producer Representative, and (xiv) Tab 13 – List of Pending Causes of Action To Be Transferred to the Litigation Trust, are authorized and approved. The terms of the Fourth Amended Plan and the Plan Supplement are incorporated by reference into, and are an integral part of, this Order.

2. Plan Supplement. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements introduced into evidence by the Debtors at the Confirmation Hearing (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery, and performance thereof by the Litigation Trustee of the Litigation Trust, New Holdco, or the Reorganized Debtors, as applicable, are authorized and approved when they are finalized, executed, and delivered. Without any requirement for further order or authorization of this Court, the Debtors, the Reorganized Debtors, the Litigation Trustee, New Holdco and their successors are authorized and empowered to make all modifications to any and all documents included as part of the Plan Supplement that do not materially modify the terms of such documents and are consistent with the Fourth Amended Plan; provided, however, any such

modifications shall be subject to the consent of each of the Lender Steering Committee and the Creditors' Committee, and solely with respect to the Terms and Conditions Applicable to Producer Representative, the Producer Representative, which consents shall not be unreasonably withheld. The execution versions of the documents comprising the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby.

3. Financing Documents. The Debtors, prior to the Effective Date, and the Reorganized Debtors, from and after the Effective Date, are authorized to negotiate and enter into the Exit Facility, the Second Lien Term Loan Facility, and the refinancing of the White Cliffs Credit Agreement substantially on the terms set forth in the respective term sheets included in the Plan Supplement or as the Lender Steering Committee and the Creditors' Committee shall otherwise consent, which consents shall not be unreasonably withheld, and are authorized to enter into, execute, and deliver documentation evidencing the Exit Facility, the Second Lien Term Loan Facility and the refinanced White Cliffs Credit Agreement that does not materially modify the terms of the Exit Facility Term Sheet, Second Lien Term Loan Facility Term Sheet, and Terms and Conditions of Refinancing of White Cliffs Credit Agreement, respectively, and are consistent with the Fourth Amended Plan, and all related documents, including, without limitation, all security documents (together, the "Financing Documents"), and to grant all liens and security interests thereunder. Execution versions of the Financing Documents shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all liens and security interests purported to be created thereby.

4. Objections. All parties have had a full and fair opportunity to litigate all issues raised by the Objections, or which might have been raised, and the Objections have been fully and fairly litigated. All Objections, responses, statements, and comments in opposition to the Fourth Amended Plan, and all reservations of rights with respect thereto, other than those withdrawn with prejudice in their entirety prior to the Confirmation Hearing or otherwise resolved on the record of the Confirmation Hearing and/or herein, are overruled for the reasons stated on the record.

5. Solicitation and Notice. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Orders, was appropriate and satisfactory based on the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The solicitation of votes on the Fourth Amended Plan and the Solicitation Materials complied with the solicitation procedures in the Disclosure Statement Orders, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, was conducted in good faith, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. Notice of the Plan Supplement, and all related documents, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

6. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Fourth Amended Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Fourth Amended Plan be approved and confirmed in its entirety.

7. Plan Classification Controlling. The classifications of Claims and Equity Interests for purposes of the distributions to be made under the Fourth Amended Plan shall be governed solely by the terms of the Fourth Amended Plan. The classification set forth on the Ballots tendered or returned by the Debtors' Creditors in connection with voting on the Fourth Amended Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Fourth Amended Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Equity Interests under the Fourth Amended Plan for distribution purposes; and (c) shall not be binding on the Debtors, the Litigation Trust, New Holdco, Creditors, or interest holders for purposes other than voting on the Fourth Amended Plan.

8. Settlements. Pursuant to Article III and Article V of the Fourth Amended Plan, sections 105 and 1123(b)(3) of the Bankruptcy Code, and Bankruptcy Rule 9019, on the Effective Date, the provisions of the Fourth Amended Plan constitute a good faith compromise and settlement of all Claims or controversies resolved pursuant to the Fourth Amended Plan.

9. Cancellation of Debt and Equity Securities and Related Obligations. Pursuant to Section 8.9 of the Fourth Amended Plan, except (a) as otherwise expressly provided in the Fourth Amended Plan, (b) with respect to executory contracts or unexpired leases that have been assumed by the Debtors, (c) for purposes of evidencing a right to distributions under the Fourth Amended Plan, or (d) with respect to any Claim that is Allowed under the Fourth Amended Plan, on the Effective Date, any instruments or documents evidencing any Claims or Equity Interests shall be deemed automatically cancelled and deemed surrendered without further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of the Debtors under the agreements, instruments, and other documents, indentures,

and certificates of designations governing such Claims and Equity Interests, as the case may be, shall be discharged; provided, however, that such instruments or documents shall continue in effect solely for the purpose of (x) allowing the holders of such Claims to receive their distributions under the Fourth Amended Plan and (y) allowing the Disbursing Agent to make such distributions to be made on account of such Allowed Claims; provided, further, that if the Senior Notes Indenture Trustee Fees have not been paid on the Effective Date, this paragraph shall be of no force and effect with respect to the Senior Notes Indenture Charging Lien; provided, further, that the provisions of the Prepetition Credit Agreement governing the relationship of Bank of America, N.A., in its capacity as administrative agent for the Prepetition Lenders under the Prepetition Credit Agreement, and the Prepetition Lenders, including, but not limited to, those provisions relating to the rights of the Prepetition Administrative Agent to expense reimbursement, indemnification, and other similar amounts, and the priority of payment therefor shall not be affected by and shall survive the Fourth Amended Plan, entry of this Order and the occurrence of the Effective Date. SemGroup shall recognize and report on its final federal, state, local, and foreign income tax returns any and all cancellation of indebtedness or similar income arising as a result of the Fourth Amended Plan. In addition, none of SemGroup G.P., L.L.C., the general partner of SemGroup, L.P., nor any of the Debtors shall make an election to treat any of the Debtors (or their subsidiaries) as an association taxable as a corporation for any tax purposes unless such election is effective no earlier than the day after the Effective Date.

10. Issuance of Securities Included in Plan Currency. The issuance by New Holdco of the securities included within the Plan Currency on the Effective Date is authorized without the need for any further corporate action and without any further action by holders of

Claims or Equity Interests. The Debtors, the Reorganized Debtors, and New Holdco and all of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates, and representatives, shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Fourth Amended Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Fourth Amended Plan or the offer, issuance, sale or purchase of any securities under the Fourth Amended Plan and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 20.6 of the Fourth Amended Plan.

11. Restructuring Transactions. The restructuring transactions set forth in Section 8.2 of the Fourth Amended Plan are approved in all respects and the Debtors and New Holdco are authorized to take all action in order to effectuate and implement the restructuring transactions in the order specified therein.

12. Exemption from Securities Laws. To the extent provided in section 1145 of the Bankruptcy Code and under applicable non-bankruptcy law, the issuance under the Fourth Amended Plan of the Plan Currency will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder and any state or local law requiring registration for the offer, issuance, dissolution, or sale of a security. Any securities included in the Plan Currency and issued on account of Claims will be freely tradable by the recipients thereof subject only to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(11) of the Securities Act of 1933, as

amended, and compliance with any applicable rules and regulations of the Securities and Exchange Commission.

13. The Litigation Trust. On or before the Effective Date, the Litigation Trust Agreement shall be executed by the parties thereto, and all other necessary steps shall be taken to establish the Litigation Trust. The Litigation Trust Assets shall be transferred to the Litigation Trust in accordance with the provisions of the Fourth Amended Plan. The Litigation Trustee and Litigation Trust Board shall be disclosed and approved by the Court prior to the Effective Date. Notwithstanding anything to the contrary herein, the transfer of the Litigation Trust Claims to the Litigation Trust does not diminish, and fully preserves, any rights and defenses a defendant would have if such Litigation Trust Claims had been retained by the Debtors. Pursuant to Section 11.1 of the Fourth Amended Plan, ~~as soon as practicable after the Effective Date, the Debtors, the Reorganized Debtors, and the Creditors' Committee shall reasonably cooperate with the Litigation Trust in the prosecution of the Litigation Trust Claims and make available.~~ The Debtors, the Reorganized Debtors, and the Creditors' Committee shall provide to the Litigation Trust copies of documents and information in their possession that are necessary relate to the prosecution of the Litigation Trust Claims, as reasonably determined by the party transferring such documents or information or Contributing Lenders' Claims and any privileges, work product protections, or restrictions on confidentiality related thereto; provided, however, that ~~providing such documents and information transfer~~ shall not affect, modify, or be deemed a waiver of any attorney client privilege, any other applicable privilege, or restrictions on confidentiality. The Litigation Trust shall also be responsible for, and respond on behalf of the Debtors or the Reorganized Debtors to, the subpoenas and requests for production of documents substantially in the forms attached to the Fourth Amended Plan as Exhibit 11.1.

14. Distributions Under the Fourth Amended Plan. All distributions under the Fourth Amended Plan shall be made in accordance with Article XIII of the Fourth Amended Plan.

15. Disputed Claims. The provisions of Article X of the Fourth Amended Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved.

16. Assumption or Rejection of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)). Pursuant to Section 16.1 of the Fourth Amended Plan, as of the Effective Date all executory contracts and unexpired leases that exist between the Debtors and any Person or Entity shall be deemed rejected by the Debtors as of the Effective Date, except for any executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (iii) that is specifically designated as a contract or lease to be assumed on Schedules 1(A) or 1(B) contained in the Plan Supplement.

17. Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases. Entry of this Order shall, subject to and upon the occurrence of the Effective Date, constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Section 16.1 of the Fourth Amended Plan, (ii) the extension of time, pursuant to section 365(d)(4) of the Bankruptcy Code, within which the Debtors may assume, assume and assign, or reject the executory contracts and unexpired leases specified in Section 16.1 of the Fourth Amended Plan through the date of entry of an order approving the assumption, assumption and

assignment, or rejection of such executory contracts and unexpired leases, and (iii) the approval, pursuant to section 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Section 16.1 of the Fourth Amended Plan.

18. Inclusiveness. Unless otherwise specified on Schedules 1(A) and 1(B), each executory contract and unexpired lease listed shall include modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed on Schedules 1(A) and 1(B).

19. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases. Except as may otherwise be agreed to by the parties, within thirty (30) days after the Effective Date, the Reorganized Debtors shall cure any and all undisputed defaults under any executory contract or unexpired lease assumed by the Debtors pursuant to the Fourth Amended Plan, in accordance with section 365(b) of the Bankruptcy Code. All disputed defaults that are required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtors' liability with respect thereto, or as otherwise may be agreed to by the parties.

20. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Fourth Amended Plan. Claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 16.1 of the Fourth Amended Plan must be filed with the Court and served upon the Debtors (or, on and after the Effective Date, the Reorganized Debtors) no later than thirty (30) days after the later of (i) notice

of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to Schedule 1(A) or 1(B). All such Claims not filed within such time will be forever barred from assertion against the Debtors and their estates or the Reorganized Debtors and their property.

21. Insurance Policies. Notwithstanding anything contained in the Fourth Amended Plan to the contrary, unless subject to a motion for approval or rejection that has been filed and served prior to the Confirmation Date, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto, shall be treated as executory contracts under the Fourth Amended Plan and shall be assumed pursuant to the Fourth Amended Plan, effective as of the Effective Date. Nothing contained in Section 16.6 of the Fourth Amended Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors may hold against any Entity, including, without limitation, the insurer, under any of the Debtors' insurance policies.

22. Compensation and Benefit Plans. Notwithstanding anything contained in the Fourth Amended Plan to the contrary, unless specifically rejected by order of the Court, or unless subject to a motion for approval of rejection that has been filed and served prior to the Confirmation Date, the Compensation and Benefit Plans shall be deemed to be, and shall be treated as though they are, executory contracts that are deemed assumed under the Fourth Amended Plan on the same terms, and the Debtors' obligations under the Compensation and Benefit Plans shall be deemed assumed pursuant to section 365(a) of the Bankruptcy Code, shall survive confirmation of the Fourth Amended Plan, shall remain unaffected thereby, and shall not be discharged in accordance with section 1141 of the Bankruptcy Code. Any default existing

under the Compensation and Benefit Plans shall be cured promptly after it becomes known by the Reorganized Debtors.

23. Directors and Officers. Pursuant to Section 19.1 of the Fourth Amended Plan, effective as of the Effective Date, the management, control and operation of New Holdco shall become the general responsibility of the Board of New Holdco. The persons identified in the Fourth Amended Disclosure Statement as members of the initial Board of New Holdco are deemed designated. The persons identified in the Plan Supplement shall serve as the initial officers of New Holdco on and after the Effective Date. Such officers shall serve in accordance with applicable non-bankruptcy law, any employment agreement entered into with New Holdco on or after the Effective Date, and the New Holdco organizational documents. Pursuant to Sections 8.6 and 19.5 of the Fourth Amended Plan, New Holdco shall be deemed to have adopted the Management Incentive Plan.

24. Vesting of SemGroup's Assets in New Holdco. Pursuant to Section 8.2 of the Fourth Amended Plan, on the Effective Date, except as otherwise provided in the Fourth Amended Plan or any agreement, instrument or other document incorporated therein, all assets in SemGroup's estate shall vest in New Holdco and New Holdco may operate its business and use, acquire or dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code. SemGroup owns two memberships (the "NYMEX Memberships") on the New York Mercantile Exchange, Inc. ("NYMEX"). Notwithstanding anything to the contrary herein, on the Effective Date, SemGroup's right, title and interest in the NYMEX Memberships shall be transferred to, and shall vest, in New Holdco subject to the rules of NYMEX; provided however, that New Holdco's right, title, and interest in the NYMEX Memberships shall be

governed by, and subject to, the rules and bylaws of NYMEX, including but not limited to NYMEX Rule 110; provided, further, that, to the extent New Holdco seeks to sell, transfer or otherwise dispose of the NYMEX Memberships, any such sale, transfer or disposition shall be in accordance with the rules of NYMEX; and provided further, that, to the extent New Holdco (or any other party) is entitled to proceeds from the sale, transfer or other disposition of the NYMEX Memberships, those rights shall be governed by the rules, including as to priorities of distribution of proceeds, set by NYMEX.

25. Vesting of Assets in the Reorganized Debtors. Except as otherwise provided in the Fourth Amended Plan or any agreement, instrument, or other document incorporated therein, on the Effective Date, all property in the Debtors' estates, the Litigation Trust Assets, and any property acquired by any of the Debtors pursuant to the Fourth Amended Plan shall vest in the Reorganized Debtors or the Litigation Trust, as the case may be, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens, if any, granted to secure the repayment of the Litigation Trust Funds, the Exit Facility, the Second Lien Term Loan Interests, and Claims pursuant to the Postpetition Financing Agreement that by their terms survive termination of the Postpetition Financing Agreement). On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Retained Causes of Action or interests without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

26. Discharge of Claims and Termination of Equity Interests. Except as otherwise provided in the Fourth Amended Plan or this Order, the rights afforded in the Fourth Amended Plan and the payments and distributions to be made thereunder shall be in exchange for and in complete satisfaction and discharge of all existing debts and Claims other than the

SemCanada Energy Claim, and shall terminate all Equity Interests, of any kind, nature, or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against or in the Debtors or any of their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as provided in the Fourth Amended Plan, on the Effective Date, all existing Claims against the Debtors other than the SemCanada Energy Claim and Equity Interests in the Debtors, shall be, and shall be deemed to be, satisfied and discharged, and all holders of Claims other than the SemCanada Energy Claim and Equity Interests shall be precluded and enjoined from asserting against the Reorganized Debtors or the Litigation Trust, or any of their respective assets or properties, any other or further Claim or Equity Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Equity Interest.

27. Discharge of Debtors. Upon the Effective Date and in consideration of the distributions to be made under the Fourth Amended Plan, except as otherwise expressly provided therein, the Debtors shall be discharged of all Claims, Equity Interests, rights, and liabilities that arose prior to the Effective Date, to the fullest extent permitted by section 1141 of the Bankruptcy Code, other than the SemCanada Energy Claim. Upon the Effective Date, all Persons and Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from asserting against the Debtors, the Debtors in Possession, the Litigation Trust, or their respective successors or assigns, including, without limitation, the Reorganized Debtors, the Litigation Trust, or their respective assets, properties or interests in property, any discharged Claim or Equity Interest in the Debtors, any other or further Claims, other than the SemCanada Energy Claim, based upon any act or omission, transaction, or other activity of any

kind or nature that occurred prior to the Confirmation Date, whether or not the facts or legal bases therefore were known or existed prior to the Confirmation Date regardless of whether a proof of Claim or Equity Interest was filed, whether the holder thereof voted to accept or reject the Fourth Amended Plan, or whether the Claim or Equity Interest is an Allowed Claim or an Allowed Equity Interest.

28. Injunction on Claims. Except as otherwise expressly provided in the Fourth Amended Plan, this Order, or such other order of the Court that may be applicable, all Persons or Entities who have held, hold, or may hold Claims, or other debt or liability that is discharged or Equity Interests or other right of equity interest that is discharged pursuant to the Fourth Amended Plan are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim, or other debt or liability or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Fourth Amended Plan against the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates, or properties or interests in properties of the Debtors, the Reorganized Debtors, the Disbursing Agent, the Prepetition Administrative Agent, the Producer Representative or the Litigation Trust, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates or properties, the Disbursing Agent, the Prepetition Administrative Agent, the Producer Representative, the Litigation Trust, or interests in properties of the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates or properties, the Disbursing Agent, the Prepetition

Administrative Agent, the Producer Representative, the Litigation Trust, or interests in properties of the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust, (d) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, ~~560~~560, or 561 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Debtors in Possession, or the Reorganized Debtors, the Debtors' estates or properties, the Disbursing Agent, the Prepetition Administrative Agent, the Producer Representative, the Litigation Trust, or interests in properties of the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Fourth Amended Plan, and (e) taking any actions to interfere with the implementation or consummation of the Fourth Amended Plan; provided, however, that such injunction shall not preclude the United States of America, any State, or any of their respective police or regulatory agencies from enforcing their police or regulatory powers; and, provided, further, that except in connection with a properly filed proof of claim, the foregoing proviso does not permit the United States of America, any state, or any of their respective police or regulatory agencies from obtaining any monetary recovery from the Debtors, the Debtors in Possession, or the Reorganized Debtors, or their respective property or interests in property with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Fourth Amended Plan, including, without limitation, any monetary claim or penalty in furtherance of a police or regulatory power. Such injunction shall extend to all successors of the Debtors and Debtors in Possession, including the Litigation Trust, the Creditors' Committee and its respective

members, the Producers' Committee and its respective members, the Lender Steering Committee and its respective members, the Prepetition Administrative Agent, the Postpetition Administrative Agent, the Disbursing Agent, the Producer Representative and the respective properties and interests in property of all of the foregoing; provided, however, that such injunction shall not extend to or protect members of the Creditors' Committee, the Producers' Committee, and the Lender Steering Committee, and their respective properties and interests in property for actions based upon acts outside the scope of service on the Creditors' Committee, the Producers' Committee, or the Lender Steering Committee, and is not intended, nor shall it be construed, to extend to the assertion, the commencement, or the prosecution of any claim or cause of action against any present or former member of the Creditors' Committee, Producers' Committee, or the Lender Steering Committee, and their respective properties and interests in property arising from or relating to such member's pre-Petition Date acts or omissions or any current or former directors, officers, professionals, agents, financial advisors, underwriters, lenders, members of the Management Committee or auditors relating to acts or omissions occurring prior to the Petition Date.

29. Term of Existing Injunctions or Stays. Unless otherwise provided in the Fourth Amended Plan, this Order, or a separate order of the Court, all injunctions or stays arising under or entered during the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

30. Exculpation – Disbursing Agent. From and after the Effective Date, the Disbursing Agent shall be exculpated by all Persons and Entities, including, without limitation, holders of Claims and Equity Interests and other parties in interest, from any and all Claims,

Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Fourth Amended Plan or any order of the Court entered pursuant to or in furtherance of the Fourth Amended Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of such Disbursing Agent. No holder of a Claim or an Equity Interest or other party in interest shall have or pursue any Claim or Cause of Action against the Disbursing Agent for making payments in accordance with the Fourth Amended Plan or for implementing the provisions of the Fourth Amended Plan.

31. Exculpation – Producer Representative and Prepetition Administrative Agent. From and after the Effective Date, the Producer Representative and the Prepetition Administrative Agent shall be exculpated by all Persons and Entities, including, without limitation, holders of Claims and Equity Interests and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon the Producer Representative or the Prepetition Administrative Agent by the Fourth Amended Plan or any order of the Court entered pursuant to or in furtherance of the Fourth Amended Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct of the Producer Representative or the Prepetition Administrative Agent. No holder of a Claim or an Equity Interest or other party in interest shall have or pursue any Claim or Cause of Action against the Producer Representative or the Prepetition Administrative Agent for making payments in accordance with the Fourth Amended Plan or for implementing the provisions of the Fourth Amended Plan.

32. Exculpation – Other. None of the Debtors, the Reorganized Debtors, the Lender Steering Committee and its members, the Prepetition Administrative Agent, the

Postpetition Administrative Agent, the Creditors' Committee and its members, the Producers' Committee and its members, the Examiner (other than those functions defined by the Investigative Order), the Litigation Trustee, the Disbursing Agent, the Producer Representative and any of their respective directors, officers, employees, members, attorneys, consultants, advisors, and agents (but solely in their capacities as such), shall have or incur any liability to any holder of a Claim or Equity Interest of any other Entity for any act taken or omitted to be taken in connection with, related to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, implementation, confirmation, approval, or administration of the Fourth Amended Plan or any compromises or settlements contained therein, the Fourth Amended Disclosure Statement related thereto, the property to be distributed under the Fourth Amended Plan, or any contract, instrument, release, or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Fourth Amended Plan; provided, however, that the foregoing provisions of this Order shall not affect the liability of (a) any Entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct, including, without limitation, fraud and criminal misconduct, (b) the professionals of the Debtors, the Reorganized Debtors, the Lender Steering Committee, the Prepetition Administrative Agent, the Postpetition Administrative Agent, the Creditors' Committee, the Producers' Committee, the Examiner, the Litigation Trustee, the Producer Representative or the Disbursing Agent to their respective clients pursuant to applicable codes of professional conduct, (c) any of such Persons with respect to any act or omission prior to the Petition Date, except as otherwise expressly set forth elsewhere in this Order or (d) any Entity with respect to their obligations pursuant to the Fourth Amended Plan. Any of the foregoing

parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Fourth Amended Plan.

33. Releases by the Debtors. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, the Debtors shall release and be permanently enjoined from any prosecution or attempted prosecution of the Released Actions; provided, however, that the foregoing shall not operate as a waiver of, or release from, any Causes of Action filed and unresolved as of the Effective Date against any Prepetition Lender with a Claim under a Swap Contract (as defined in the Prepetition Credit Agreement) or a holder of a Swap Claim solely to determine whether or not such Swap Contract Claim qualifies as a Lender Swap Obligation under the Prepetition Credit Agreement.

34. Releases by Holders of Claims and Equity Interests. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, each Person who votes to accept the Fourth Amended Plan, any Person who receives a distribution under the Fourth Amended Plan and each Settling Party shall be deemed to (i) consensually forever release and be permanently enjoined from any prosecution or attempted prosecution of any Released Actions which such Person has or may have against (A) the Prepetition Lenders or holders of Swap Claims (excluding Bank of Oklahoma and its affiliates), the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement or (B) the Catsimatidis Group and (ii) agree not to aid, assist, support, or otherwise participate with any other party in prosecuting Twenty-Day Claims against the Debtors, the Reorganized Debtors, the Prepetition Administrative Agent and/or the Prepetition Lenders or to take any positions contrary to the Debtors, the Reorganized Debtors, the Prepetition Administrative Agent and/or the Prepetition Lenders.

35. Releases by Members of Creditors' Committee. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, the members of the Creditors' Committee, in their individual capacity as such, shall be deemed to consensually forever release and be permanently enjoined from any prosecution or attempted prosecution of any Released Actions which such Person has or may have had against (i) the Prepetition Lenders or holders of Swap Claims (excluding Bank of Oklahoma and its respective affiliates), the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement or (ii) the Catsimatidis Group.

36. Releases by Members of Producers' Committee. On the Effective Date, effective as of the Confirmation Date, to the fullest extent permissible under applicable law, the members of the Producers' Committee, in their individual capacity as such, shall be deemed to consensually forever release and be permanently enjoined from any prosecution or attempted prosecution of any Released Actions which such Person has or may have had against the Prepetition Lenders or holders of Swap Claims, the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement. For the avoidance of doubt, this release shall not affect, prejudice, or release any claims of a Producer with respect to any Claims or Causes of Action relating to or with respect to any parties other than the Prepetition Lenders or holders of Swap Claims, the Prepetition Administrative Agent, the Postpetition Administrative Agent, and the Postpetition Lenders under the Postpetition Financing Agreement.

37. Injunction on Causes of Action. Except as provided in the Fourth Amended Plan, as of the Effective Date, all non-Debtor entities are permanently enjoined from commencing or continuing in any manner, any Causes of Action, whether directly, derivatively,

on account of or respecting any debt or Cause of Action (i) of the Debtors, the Debtors in Possession, or the Reorganized Debtors which the Debtors, the Debtors in Possession, the Reorganized Debtors, or the Litigation Trust, as the case may be, retain sole and exclusive authority to pursue in accordance with Section 10.1 of the Fourth Amended Plan or (ii) which has been released pursuant to the Fourth Amended Plan, including, without limitation, pursuant to Sections 20.9, 20.10, 20.11, 20.12, 20.13 or 20.14 of the Fourth Amended Plan and this Order.

38. **Limited Release of Officers and Employees.** No claims of the Debtors' estates against their present and former officers, Management Committee members, employees, consultants, and agents arising from or relating to the period prior to the Petition Date are released by this Plan. As of the Effective Date, the Debtors and the Debtors in Possession shall be deemed to have waived and released its officers, employees, consultants, and agents who were officers, employees, consultants, or agents, respectively, at any time during the Chapter 11 Cases, from any and all claims of the Debtors' estates arising from or relating to the period from and after the Petition Date; provided, however, that, except as otherwise provided by prior or subsequent Final Order of the Bankruptcy Court, this provision shall not operate as a waiver or release of (a) any Person (i) named or subsequently named as a defendant in any action commenced by or on behalf of the Debtors in Possession, including any actions prosecuted by the Creditors' Committee and the Prepetition Administrative Agent on behalf of the Prepetition Lenders or any Litigation Trust Claim prosecuted by the Litigation Trust, (ii) identified or subsequently identified in a report by the Examiner as having engaged in acts of dishonesty or willful misconduct detrimental to the interests of the Debtors, or (iii) adjudicated or subsequently adjudicated by a court of competent jurisdiction to have engaged in acts of dishonesty or willful misconduct detrimental to the interests of the Debtors or (b) any claim (i) with respect to any

loan, advance, or similar payment by the Debtors to any such Person, (ii) with respect to any contractual obligation owed by such Person to the Debtors, (iii) relating to such Person's knowing fraud, or (iv) to the extent based upon or attributable to such Person gaining in fact a personal profit to which such Person was not legally entitled; and, provided, further, that the foregoing is not intended, nor shall it be construed, to release any of the Debtors' claims that may exist against the Debtors' directors and officers liability insurance.

39. ~~37.-Release of Guarantors.~~ The Fourth Amended Plan shall operate as a full release of all Entities (regardless of whether such Entities are Debtors) that are Guarantors (as such term is defined in the Senior Notes Indenture) other than any Entity in the SemCanada Group or that are Guarantors (as such term is defined in the Prepetition Credit Agreement) other than any Entity in the SemCanada Group from any liability arising out of or relating to the Senior Notes Indenture or Prepetition Credit Agreement, respectively, not otherwise discharged by and pursuant to the Fourth Amended Plan.

40. ~~38.-Litigation Trust Claims.~~ Pursuant to the Fourth Amended Plan, other than any releases granted therein, this Order, or other Final Order of the Court, as applicable, from and after the Effective Date, only the Litigation Trust shall have the right to bring or prosecute any Litigation Trust Claims, including but not limited to the Avoidance Actions.

41. ~~39.-Conditions to Effective Date.~~ The Fourth Amended Plan shall not become effective unless and until the conditions set forth in Section 18.1 of the Fourth Amended Plan have been satisfied or waived pursuant to Section 18.3 of the Fourth Amended Plan. If the Fourth Amended Plan does not become effective, nothing in the Fourth Amended Plan or the Fourth Amended Disclosure Statement shall be construed as a waiver of any rights or Claims of

the Debtors, the Lender Steering Committee, the Creditors' Committee, the Producers' Committee or the Producer Plaintiffs.

42. ~~40.~~ Retention of Jurisdiction. This Court shall retain and have exclusive jurisdiction of all matters arising out of, or related to, the Chapter 11 Cases or the Fourth Amended Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation:

- (a) to resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date of the Fourth Amended Plan, to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be rejected;
- (b) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Fourth Amended Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Fourth Amended Plan;
- (c) to determine any and all motions, adversary proceedings, applications, and contested or litigation matters that may be pending on the Effective Date or that, pursuant to the Fourth Amended Plan, may be instituted by the Reorganized Debtors or the Litigation Trust prior to or after the Effective Date (which jurisdiction shall be non-exclusive as to any non-core matters);
- (d) to ensure that distributions to holders of Allowed Claims are accomplished as provided therein, including any disputes between Owners and Operators with regard to distributions required under Section 3.1(h) of the Fourth Amended Plan;
- (e) to hear and determine any timely objections to Administrative Expense Claims or to proofs of Claim and Equity Interests filed, both before and after the Confirmation Date, including any objections to the classification of any Claim or Equity Interest, and to allow, disallow, determine, liquidate, classify, estimate, or establish the priority of or secured or unsecured status of any Claim, in whole or in part;
- (f) to resolve any Disputed Claims, including objections or estimation motions prosecuted by the Producer Representative;

- (g) to enter and implement such orders as may be appropriate in the event this Order is for any reason stayed, revoked, modified, reversed, or vacated;
- (h) to issue such orders in aid of execution and consummation of the Fourth Amended Plan, to the extent authorized by section 1142 of the Bankruptcy Code;
- (i) to consider any modifications of the Fourth Amended Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Court, including, without limitation, this Order;
- (j) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;
- (k) to hear and determine disputes arising in connection with or relating to the Fourth Amended Plan or the interpretation, implementation, or enforcement of the Fourth Amended Plan or the extent of any Entity's obligations incurred in connection with or released under the Fourth Amended Plan;
- (l) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Fourth Amended Plan, this Order, or any other order of the Court;
- (m) to determine any other matters that may arise in connection with or are related to the Fourth Amended Plan, the Fourth Amended Disclosure Statement, this Order, or any other contract, instrument, release, or other agreement or document created in connection with the Fourth Amended Plan or the Fourth Amended Disclosure Statement;
- (n) to recover all assets of the Debtors and property of the Debtors' estates, wherever located;
- (o) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);
- (p) to determine the scope of any discharge of any Debtor under the Fourth Amended Plan or the Bankruptcy Code;
- (q) to hear any other matter or for any purpose specified in this Order that is not inconsistent with the Bankruptcy Code;
- (r) to resolve any disputes regarding whether a Cause of Action constitutes a Retained Cause of Action or a Litigation Trust Claim;
- (s) to enforce the terms of the Litigation Trust Agreement and to decide any claims or disputes which may arise or result from, or be connected with, the Litigation Trust Agreement, any breach or default under the Litigation Trust Agreement, or the transactions contemplated by the Litigation Trust Agreement;

- (t) to determine the matters described in paragraphs ~~61, 62, 65, 66,~~ and 63, 67 below; and
- ~~(u) to determine any matters, claims, rights or disputes arising from or related to the implementation of the orders issued directing the production of documents pursuant to 11 U.S.C. §§ 105(a) and 1103(e) and Federal Rule of Bankruptcy Procedure 2004 (the “Rule 2004 Motions”) that have been assigned to the Litigation Trust; and~~
- (u) ~~(v)~~ to enter a final decree closing the Chapter 11 Cases;

provided, however, that the foregoing is not intended to (1) expand the Court’s jurisdiction beyond that allowed by applicable law, (2) impair the rights of an Entity to (i) invoke the jurisdiction of a court, commission, or tribunal, including, without limitation, with respect to matters relating to a governmental unit’s police and regulatory powers, and (ii) contest the invocation of any such jurisdiction; provided, however, that the invocation of such jurisdiction, if granted, shall not extend to the allowance or priority of Claims or the enforcement of any money judgment against a Debtor or a Reorganized Debtor, as the case may be, entered by such court, commission, or tribunal, and (3) impair the rights of an Entity to (i) seek the withdrawal of the reference in accordance with 28 U.S.C. § 157(d) and (ii) contest any request for the withdrawal of reference in accordance with 28 U.S.C. § 157(d).

43. ~~41.~~ Effectuating Documents and Further Transactions. Pursuant to Section 23.1 of the Fourth Amended Plan, as of the Effective Date, the Debtors and the Reorganized Debtors are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Fourth Amended Plan and any securities issued pursuant to the Fourth Amended Plan.

44. ~~42.~~ Withholding and Reporting Requirements. Pursuant to Section 23.2 of the Fourth Amended Plan, in connection with the consummation of the Fourth Amended Plan

and all instruments issued in connection therewith and distributions thereunder, any party issuing any instrument or making any distribution under the Fourth Amended Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Fourth Amended Plan shall be subject to any such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Fourth Amended Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Any party issuing any instrument or making any distribution under the Fourth Amended Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

45. ~~43. Corporate Action.~~ On the Effective Date, all matters provided for in the Fourth Amended Plan involving the structure of the Debtors or the Reorganized Debtors and any action required by the Debtors or the Reorganized Debtors in connection with the Fourth Amended Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, the Reorganized Debtors, or New Holdco pursuant to the applicable general corporation, partnership, or limited liability company law of the states in which the Debtors and/or their affiliates are incorporated or formed, without any requirement of further action by the security holders or directors of any such entities.

46. ~~44. Modifications.~~ Upon entry of this Order, the Debtors may, upon order of the Bankruptcy Court, amend or modify the Fourth Amended Plan, in accordance with section

1127(b) of the Bankruptcy Code, including, without limitation, to exclude one (1) or more Debtors from the Fourth Amended Plan, or remedy any defect or omission or reconcile any inconsistency in the Fourth Amended Plan in such manner as may be necessary to carry out the purpose and intent of the Fourth Amended Plan; provided, however, that any such amendments or modifications shall be reasonably acceptable in form and substance to the Lender Steering Committee, the Creditors' Committee, and the Producers' Committee which such consents shall not unreasonably be withheld. A holder of a Claim that has accepted the Fourth Amended Plan shall be deemed to have accepted the Fourth Amended Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

47. ~~45.~~ Payment of Statutory Fees. On the Effective Date, all fees payable under section 1930 of chapter 123 of title 28 of the United States Code, ~~as determined by the Court at the Confirmation Hearing,~~ shall be paid. Furthermore, all post-confirmation fees due and owing by the Reorganized Debtors for disbursements from the estates or the Litigation Trust under section 1930 of chapter 123 of title 28 of the United States Code shall be paid until the Chapter 11 Cases are closed and a final decree is entered.

48. ~~46.~~ Post-Confirmation Date Professional Fees and Expenses. From and after the ~~Confirmation~~Effective Date, the Reorganized Debtors, shall, in the ordinary course of business and without the necessity for any approval by the Court, pay the reasonable fees and expenses of professional persons thereafter incurred by them.

49. ~~47.~~ Dissolution of Creditors' Committee. On the Effective Date, the Creditors' Committee shall be dissolved and the members thereof and the professionals retained by the Creditors' Committee in accordance with section 1103 of the Bankruptcy Code shall be released and discharged from their respective fiduciary obligations; provided, however, that the

Creditors' Committee shall not be dissolved for the following limited purposes: (i) seeking approval of any application of a Professional Compensation and Reimbursement Claim; (ii) objecting to any application of a Professional Compensation and Reimbursement Claim; and (iii) any appeals of this Order.

50. ~~48. Dissolution of Producers' Committee.~~ On the Effective Date, the Producers' Committee shall be dissolved and the members thereof and the professionals retained by the ~~Creditors~~Producers' Committee in accordance with section 1103 of the Bankruptcy Code shall be released and discharged from their respective fiduciary obligations; provided, however, that the Producers' Committee shall not be dissolved for the limited purpose of prosecuting any application of a Professional Compensation and Reimbursement Claim submitted by the Producers' Committee.

51. ~~49. Fees of the Creditors' Committee, Producers' Committee, Lender Steering Committee, and Prepetition Administrative Agent.~~ With respect to the fees of the Creditors' Committee, Producers' Committee, Lender Steering Committee, and Prepetition Administrative Agent and/or their respective professionals, (a) all reasonable fees and expenses of members of the Lender Steering Committee and the reasonable fees and expenses of the Prepetition Administrative Agent's professionals for post-Effective Date activities (i) seeking approval of any application of a Professional Compensation and Reimbursement Claim; (ii) objecting to any application of a Professional Compensation and Reimbursement Claim; and (iii) any appeals of the Confirmation Order; (b) the reasonable fees and expenses of members of the Creditors' Committee, ~~all~~ and the reasonable fees and expenses of the Creditors' Committee's professionals for post-Effective Date activities authorized to be performed by the Creditors' Committee under Section 17.1 of the Fourth Amended Plan; and (c) the reasonable fees and

expenses of the Producers' Committee's professionals for post-Effective Date activities authorized to be performed by the Producers' Committee under Section 17.1 of the Fourth Amended Plan, shall be paid without further Court approval upon the submission of invoices to the Reorganized Debtors or the Producer Representative, as applicable.

52. ~~50.~~ Survival of Provisions of Postpetition Financing Agreement.

Notwithstanding anything to the contrary contained in this Order or in the Fourth Amended Plan, the Postpetition Financing Claims and the rights, Liens, priorities, and other protections provided to the Postpetition Administrative Agent and the Postpetition Lenders under and as defined in the Postpetition Financing Agreement and the Postpetition Financing Order shall survive the occurrence of the Confirmation Date and continue in full force and effect until payment in full thereof as contemplated by Section 2.2 of the Fourth Amended Plan, whether on the Effective Date or thereafter. Nothing in the Fourth Amended Plan or in this Order, whether under section 1141 of the Bankruptcy Code or otherwise, shall discharge any Postpetition Financing Claims remaining after the Effective Date.

53. ~~51.~~ Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of Equity Interests or Plan Currency under or in connection with the Fourth Amended Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Fourth Amended Plan, including, without limitation, the Plan Currency, any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Fourth Amended Plan, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

54. ~~52.~~ Binding Effect. The Fourth Amended Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, the Litigation Trust, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

55. ~~53.~~ Notice of Entry of Confirmation Order. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c), the Debtors shall file and serve notice of entry of this Order in substantially the form annexed hereto as Exhibit A (the “Notice of Confirmation Order”) on all Creditors and interest holders, the United States Trustee for the District of Delaware, the attorneys for the Creditors’ Committee, attorneys for the Producers’ Committee, attorneys for the Prepetition Administrative Agent, and attorneys for the Postpetition Administrative Agent, and other parties in interest, by causing the Notice of Confirmation Order to be delivered to such parties by first-class mail, postage prepaid, within ten (10) business days after entry of this Order. The Notice of Confirmation Order shall also be posted on the website of the Debtors’ Court-appointed claims processing agent, Kurtzman Carson Consultants, LLC, at: www.kccllc.net/Semgroup. Such notice is adequate under the particular circumstances and no other or further notice is necessary. The form of Notice of Confirmation Order substantially in the form annexed hereto as Exhibit A is approved.

56. ~~54.~~ Notice of Effective Date. As soon as practicable after the occurrence of the Effective Date, the Debtors shall file notice of the occurrence of the Effective Date and shall serve a copy of same on all parties entitled to receive notice in these Chapter 11 Cases.

57. ~~55.~~ Record Date. The Record Date with respect to the purpose of determining the holders of Allowed Claims entitled to receive distributions pursuant to the

Fourth Amended Plan in Classes 1 through 148 and Classes 175 through 226 shall be October 30, 2009.

58. ~~56. Substantial Consummation.~~ On the Effective Date, the Fourth Amended Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

59. ~~57. Governing Law.~~ Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Fourth Amended Plan or a schedule or document in the Plan Supplement provides otherwise (in which case the governing law specified therein shall be applicable to such exhibit), the rights, duties, and obligations arising under the Fourth Amended Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

60. ~~58. Conflicts Between Order and Plan.~~ The provisions of the Fourth Amended Plan and this Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern and any provision of this Order shall be deemed a modification of the Fourth Amended Plan and shall control and take precedence. The provisions of this Order are integrated with each other and are non-severable and mutually dependent.

61. ~~59. Final Order.~~ This Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

62. ~~60. Schedules 1, 2, and 3~~ Schedule 1 to the Fourth Amended Plan. As used in this Order, the term “Cure Schedule” means the Schedule of Executory Contracts to be Assumed included in Tab 1(A) to the Second Supplement to Plan Supplement to Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, filed by the Debtors on October 23, 2009. ~~Notwithstanding anything~~ 2009 and the term “Schedule 1 Cure Amount” means the aggregate amount of First Purchaser Producer Claims included both on Schedule 1 to the Fourth Amended Plan and the Cure Schedule.-As set forth in the Fourth Amended Plan to the contrary: (a) the amount of Cash distributed to the Producer Representative in accordance with Section 3.1(a) of the Fourth Amended Plan ~~shall be~~ is reduced by an amount equal to the ~~amount of the First Purchaser Producer Twenty-Day Claims included on Schedule 1 and the Cure Schedule to the Fourth Amended Plan in accordance with the foregoing (such amount, the “Schedule 1 Cure Amount”)~~ and (b) ~~the sum of the payments referred to in (i) the last sentence of Section 3.1(b) of the Fourth Amended Plan, (ii) the amount of Cash referred to in clause (iv) of Section 3.1(c) of the Fourth Amended Plan and (iii) the amount referred to in the last sentence of Section 3.1(d) of the Fourth Amended Plan shall~~ is each ~~be reduced by the Schedule 1 Cure Amount.~~ reduced by the Schedule 1 Cure Amount; provided, however, that the Producer Representative shall not be required to pay the amount of any First Purchaser Producer Twenty-Day Claims listed on Schedule 1 for a Producer to the extent the amount thereof exceeds the amount of the First Purchaser Producer Twenty-Day Claims actually asserted by such Producer in its proof of claim.

63. Schedule 2 to the Fourth Amended Plan. The amount of the Secured First Purchaser Producer Claim for each holder of such Claim to be used in determining such holder’s Pro Rata Share of the Cash to be received pursuant to Section 3.1(c) of the Fourth Amended Plan

shall be calculated as follows: the amount of the Secured First Purchaser Producer Claim shown for such holder on the "Total" column on Schedule 2 to the Fourth Amended Plan, less (i) the amount, if any, of the Secured First Purchaser Producer Claim included in Schedule 1 Cure Amount, and if any remains, less (ii) any suspense amounts included in the "Total" column on Schedule 2 to the Fourth Amended Plan for such holder with respect to wells that had first sales to the Debtors prior to December 1, 2007, and if any remains, less (iii) the total actual amount paid to such holder for First Purchaser Producer Twenty-Day Claims applicable to oil and gas sold from leases in the Active States which was included in the payment made to such holder pursuant to Section 3.1(b) of the Fourth Amended Plan.

64. Schedule 3 to the Fourth Amended Plan. With respect to each Creditor identified on Schedule 3, the amount of any Other Twenty-Day Claim for such Creditor shall be reduced by the cure amounts, if any, for such Creditor included on the Cure Schedule.

65. ~~61.~~ J. Aron Stipulation of Settlement.

- (a) The Court hereby approves the Stipulation of Settlement dated October 15, 2009, by and among the Debtors and J. Aron & Company (the "J. Aron Stipulation of Settlement"), as meeting the requirements of section 9019 of the Bankruptcy Code.
- (b) The Court, to the full extent appropriate under applicable law, hereby retains jurisdiction over the Tender Adversary (as defined in the J. Aron Stipulation of Settlement) and the Bankruptcy Court Third Party Producer Litigations (as defined in the J. Aron Stipulation of Settlement) and will assume jurisdiction of the District Court Third Party Producer Litigations (as defined in the J. Aron Stipulation of Settlement) in the event such litigations were to be transferred to the Court; provided, however, that entry of this Order shall not constitute a ruling on the motions to dismiss filed by Samson Resources Company et al. [D.I. 6 in Adv. Case No. 09-50038], and New Dominion L.L.C. [D.I. 7 in Adv. Case No. 09-50038], and certain putative class action plaintiffs [D.I. 85 in Adv. Case No. 09-50038], which motions are *sub judice* and subject to future resolution by the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the J. Aron Stipulation of Settlement) with respect to any District Court

Third Party Producer Litigations (as defined in the J. Aron Stipulation of Settlement) transferred to the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the J. Aron Stipulation of Settlement) with respect to any other action transferred to the Court; provided, further, however, J. Aron does not waive its right to oppose any such motion on any grounds.

- (c) The Prepetition Lenders and the Prepetition Administrative Agent release and are permanently enjoined from any prosecution or attempted prosecution of any of the J. Aron Released Lender Causes of Action (as defined in the J. Aron Stipulation of Settlement) against the J. Aron Releasees (as defined in the J. Aron Stipulation of Settlement) and the J. Aron Affiliate Releasees (as defined in the J. Aron Stipulation of Settlement).
- (d) The Litigation Trust releases and is permanently enjoined from any prosecution or attempted prosecution of any of the J. Aron Released Causes of Action (as defined in the J. Aron Stipulation of Settlement) against the J. Aron Releasees (as defined in the J. Aron Stipulation of Settlement) and the J. Aron Affiliate Releasees (as defined in the J. Aron Stipulation of Settlement).
- (e) The Fourth Amended Plan shall be deemed amended to remove the reference to J. Aron in Sections 1.132, 20.11, 20.12, and 20.13.
- (f) The Fourth Amended Plan shall be deemed further amended to include the following language from the J. Aron Stipulation of Settlement:²

Upon the occurrence of the Settlement Effective Date, the Debtors shall have full use of the Tendered Funds (including interest accrued thereon since tendered pursuant to the Tender Order) as if such funds had been turned over to the Debtors on the Settlement Effective Date pursuant to section 542 of the Bankruptcy Code.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, (i) the Debtors, the Reorganized Debtors, and the Litigation Trust shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the J. Aron Released Causes of Action against the J. Aron Releasees and the J. Aron Affiliate Releasees, and (ii) the Prepetition Lenders shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the J. Aron

² Capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed to them in the J. Aron Stipulation of Settlement.

Released Lender Causes of Action against the J. Aron Releasees and the J. Aron Affiliate Releasees.

Upon the occurrence of the Settlement Effective Date, J. Aron shall retain a General Unsecured Claim against SemGroup (Class 217 under the Plan) for any breach of warranty, indemnity, and attorneys' fees for which J. Aron would have a Claim against SemGroup under the terms of the Trading Agreement. For purposes of Section 10.4 of the Plan, the Debtors shall not have to reserve more than an amount equal to the distributions made on account of a \$10 million Preserved Claim.

Nothing herein or the Plan shall limit the contribution and indemnification rights of the J. Aron Affiliate Releasees, to the extent such rights exist under applicable law, including by way of defense or setoff against the Debtors, the Reorganized Debtors, or the Litigation Trust, with respect to any Causes of Action that are not released herein.

The Debtors and the Reorganized Debtors will cooperate in any discovery, including without limitation by preserving relevant documents and making relevant witnesses available on reasonable notice, in respect of the Tender Adversary, the Third Party Producer Litigations, and any other litigation by oil and gas producers against J. Aron relating to oil and gas J. Aron purchased from the Debtors. The Debtors and the Reorganized Debtors will also cause their past, present, and future counsel, advisors, consultants, and other professionals to cooperate with J. Aron in such discovery. Costs in connection with such discovery are to be borne by the parties in accordance with applicable law.

Upon occurrence of the Settlement Effective Date, the following release provisions of the Tender Order shall continue to remain in full force and effect:

In consideration for remitting the Funds to be held by Debtors as aforesaid, Plaintiff shall be and hereby is released from all claims to the Funds remitted to the Debtors pursuant to this Order, and for any accrual of interest on the sum remitted from and after the date the Funds are remitted to the Debtors, by

any person having a claim to or an interest in the Funds. Any person who has a claim to the Funds shall make that claim in this Court and against such funds, or that claim is barred and released to the full extent of the amount remitted by Plaintiff together with the accrued interest thereon. The failure of any person or entity to object to this Court's taking jurisdiction over the Funds as herein provided shall not be deemed a consent to jurisdiction of this Court over that person, entity, or any other claims.

In exchange for the consideration set forth in this Stipulation of Settlement, on the Settlement Effective Date, J. Aron shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, all Causes of Action, if any, in connection with the Prepetition Credit Agreement against the Prepetition Administrative Agent or the Prepetition Lenders.

- (g) For the avoidance of doubt, the J. Aron Affiliate Releasees shall not receive a release other than with respect to Causes of Action (i) for which the J. Aron Affiliate Releasees have been released pursuant to the terms of the ~~stipulation of settlement~~ J. Aron Stipulation of Settlement, and (ii) in their capacity as a Prepetition Lender under the Prepetition Credit Agreement.

66. ~~62.~~ BP Stipulation of Settlement.

- (a) The Court hereby approves the Stipulation of Settlement dated October 16, 2009, by and among the Debtors, BP Oil Supply Company, and BP Products North America, Inc., (the "BP Stipulation of Settlement"), as meeting the requirements of section 9019 of the Bankruptcy Code.
- (b) The Court, to the full extent appropriate under applicable law, hereby retains jurisdiction over the Tender Adversary (as defined in the BP Stipulation of Settlement) and the Bankruptcy Court Third Party Producer Litigations (as defined in the BP Stipulation of Settlement) and will assume jurisdiction of the District Court Third Party Producer Litigations (as defined in the BP Stipulation of Settlement) in the event such litigations were to be transferred to the Court; provided, however, that entry of this Order shall not

constitute a ruling on the motions to dismiss filed by Samson Resources Company et al. [D.I. 9 in Adv. Pro. No. 09-50105], and New Dominion L.L.C. [D.I. 17 in Adv. Pro No. 09-50105], which motions are *sub judice* and subject to future resolution by the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the BP Stipulation of Settlement) with respect to any District Court Third Party Producer Litigations (as defined in the BP Stipulation of Settlement) transferred to the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the BP Stipulation of Settlement) with respect to any other action transferred to the Court; provided, further, however, BP does not waive its right to oppose any such motion on any grounds.

- (c) The Prepetition Lenders and the Prepetition Administrative Agent release and are permanently enjoined from any prosecution or attempted prosecution of any of the BP Lender Released Causes of Action (as defined in the BP Stipulation of Settlement) against the BP Releasees (as defined in the BP Stipulation of Settlement).
- (d) The Debtors, the Reorganized Debtors and the Litigation Trust release and are permanently enjoined from any prosecution or attempted prosecution of any of the BP Released Causes of Action (as defined in the BP Stipulation of Settlement) against the BP Releasees.
- (e) The Fourth Amended Plan shall be deemed further amended to include the following language from the BP Stipulation of Settlement:³

Upon the occurrence of the Settlement Effective Date, the Debtors shall have full use of the Tendered Funds (including interest accrued thereon since tendered pursuant to the Tender Order) as if such funds had been turned over to the Debtors on the Settlement Effective Date pursuant to section 542 of the Bankruptcy Code.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, (i) the Debtors, the Reorganized Debtors and the Litigation Trust shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the BP Released Causes of Action against the BP Releasees, and (ii) the Prepetition

³ Capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed in the BP Stipulation of Settlement.

Lenders shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, the BP Released Lender Causes of Action against the BP Releasees.

Upon the occurrence of the Settlement Effective Date, BP shall retain a General Unsecured Claim against SemCrude (Class 201 under the Plan) for any breach of warranty, indemnity, and attorneys' fees for which BP would have a Claim against SemCrude under the terms of the BP Agreements. For purposes of Section 10.4 of the Plan, the Debtors shall reserve an amount equal to the distributions made on account of a \$3 million Preserved Claim. Except as provided in paragraph 5 and paragraph 9 of the Stipulation of Settlement, nothing in the Stipulation of Settlement or in the Plan shall affect, limit or otherwise impair any other Causes of Action, rights or defenses BP or any BP-related entities and affiliates may have against the Debtors, the Reorganized Debtors, the Litigation Trust, the Prepetition Administrative Agent or the Prepetition Lenders, including without limitation and for the avoidance of doubt, any Other Twenty Day Claims asserted by BP or any BP-related entities and affiliates.

The Debtors and the Reorganized Debtors will cooperate in any discovery, including without limitation by preserving relevant documents and making relevant witnesses available on reasonable notice, in respect of the Tender Adversary, the Third Party Producer Litigations and any other litigation by oil and gas producers against BP relating to oil and gas BP purchased from the Debtors. The Debtors and the Reorganized Debtors will also cause their past, present and future counsel, advisors, consultants, and other professionals to cooperate with BP in such discovery. Costs in connection with such discovery are to be borne by the parties in accordance with applicable law.

Upon occurrence of the Settlement Effective Date, the following release provisions of the Tender Order shall continue to remain in full force and effect:

In consideration for remitting the Funds to be held by Debtors as aforesaid, Plaintiff shall be and hereby is released from all claims to the Funds remitted to the Debtors pursuant to this Order, and for any accrual of interest on the sum remitted from and after the date the Funds are remitted to the Debtors, by any person having a claim to or an interest in the Funds. Any person who has a claim to the Funds shall make that claim in this Court and against such funds, or that claim is barred and released to the full extent of the amount remitted by Plaintiff together with the accrued interest thereon. The failure of any person or entity to object to this Court's taking jurisdiction over the Funds and resolving competing claims to the Funds as herein provided shall not be deemed a consent to jurisdiction of this Court over that person, entity or any other claims.

In exchange for the consideration set forth in this Stipulation of Settlement, on the Settlement Effective Date, BP shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of, all Causes of Action, if any, in connection with the Prepetition Credit Agreement against the Prepetition Administrative Agent or the Prepetition Lenders.

67. ~~63.~~ Conoco Stipulation of Settlement.

- (a) The Court hereby approves the Stipulation of Settlement dated October 19, 2009, by and among the Debtors and ConocoPhillips Company (the "Conoco Stipulation of Settlement"), as meeting the requirements of section 9019 of the Bankruptcy Code.

- (b) The Court, to the full extent appropriate under applicable law, hereby retains jurisdiction over the Tender Adversary (as defined in the Conoco Stipulation of Settlement) and the Bankruptcy Court Third Party Producer Litigations (as defined in the Conoco Stipulation of Settlement) and will assume jurisdiction of the District Court Third Party Producer Litigations (as defined in the Conoco Stipulation of Settlement) in the event such litigations were to be transferred to the Court; provided, however, that entry of this Confirmation Order shall not constitute a ruling on the motion to dismiss filed by Samson Resources Company et al. [D.I. 5 in Adv. Case No. 008-51457], which motion is *sub judice* and subject to future resolution by the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the Conoco Stipulation of Settlement) with respect to any District Court Third Party Producer Litigations (as defined in the Conoco Stipulation of Settlement) transferred to the Court or to any similar motion to dismiss that may be filed by a Producer Defendant (as defined in the Conoco Stipulation of Settlement) with respect to any other action transferred to the Court; provided, further, however, Conoco does not waive its right to oppose any such motion on any grounds.
- (c) The Prepetition Lenders and the Prepetition Administrative Agent release and are permanently enjoined from any prosecution or attempted prosecution of any of the Conoco Lender Released Causes of Action (as defined in the Conoco Stipulation of Settlement) against the Conoco Releasees (as defined in the Conoco Stipulation of Settlement).
- (d) The Litigation Trust releases and is permanently enjoined from any prosecution or attempted prosecution of any of the Conoco Released Causes of Action (as defined in the Conoco Stipulation of Settlement) against the Conoco Releasees.
- (e) The Fourth Amended Plan shall be deemed further amended to include the following language from the Conoco Stipulation of Settlement:⁴

Upon the occurrence of the Settlement Effective Date, the Debtors shall have full use of the Tendered Funds (including interest accrued thereon since tendered pursuant to the Tender Order) as if such funds had been turned over to the Debtors on the Settlement Effective Date pursuant to section 542 of the Bankruptcy Code.

⁴ Capitalized terms not otherwise defined in this paragraph shall have the meaning ascribed in the Conoco Stipulation of Settlement.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, (i) the Debtors, the Reorganized Debtors and the Litigation Trust shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of the Conoco Released Causes of Action against the Conoco Releasees, and (ii) the Prepetition Lenders shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of the Conoco Released Lender Causes of Action against the Conoco Releasees.

Upon the occurrence of the Settlement Effective Date, Conoco shall retain a General Unsecured Claim against SemCrude (Class 201 under the Plan) for any breach of warranty, indemnity, and attorneys' fees for which Conoco would have a Claim against SemCrude under the terms of the Agreements. For purposes of Section 10.4 of the Plan, the Debtors shall not have to reserve more than an amount equal to the distributions made on account of a \$5 million Preserved Claim.

The Debtors and the Reorganized Debtors will cooperate in any discovery, including without limitation by preserving relevant documents and making relevant witnesses available on reasonable notice, in respect of the Tender Adversary, the Third Party Producer Litigations and any other litigation by oil and gas producers against Conoco relating to oil and gas Conoco purchased from the Debtors. The Debtors and the Reorganized Debtors will also cause their past, present and future counsel, advisors, consultants, and other professionals to cooperate with Conoco in such discovery. Costs in connection with such discovery are to be borne by the parties in accordance with applicable law.

Upon occurrence of the Settlement Effective Date, the following release provisions of the Tender Order shall continue to remain in full force and effect:

In consideration for remitting the Funds to be held by Debtors as aforesaid, Plaintiff shall be and hereby is released from all claims to the Funds remitted to the Debtors pursuant to this Order, and for any accrual of interest on the sum remitted from and after the date the

Funds are remitted to the Debtors, by any person having a claim to or an interest in the Funds. Any person who has a claim to the Funds shall make that claim in this Court and against such funds, or that claim is barred and released to the full extent of the amount remitted by Plaintiff together with the accrued interest thereon. The failure of any person or entity to object to this Court's taking jurisdiction over the Funds and resolving competing claims to the Funds as herein provided shall not be deemed a consent to jurisdiction of this Court over that person, entity or any other claims.

In exchange for the consideration set forth in the Stipulation of Settlement, on the Settlement Effective Date, Conoco shall be deemed to have released, and shall be permanently enjoined from any prosecution or attempted prosecution of all Causes of Action, if any, in connection with the Prepetition Credit Agreement against the Prepetition Administrative Agent or the Prepetition Lenders.

68. ~~64.~~ Modifications to the Fourth Amended Plan. The modifications to the Fourth Amended Plan set forth in paragraphs ~~[61, 62, and 63]~~ hereof and elsewhere in this Order constitute non-material changes and do not materially adversely affect or change the treatment of any Claims or Equity Interests. Accordingly, pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Fourth Amended Plan.

69. Fees and Expenses Incurred After the Effective Date by the Prepetition Administration Agent with Respect to Distributions. Except as otherwise ordered by the Court,

the amount of any reasonable fees and expenses incurred by the Prepetition Administrative Agent from and after the Effective Date in connection with the distribution of any payments in accordance with the Fourth Amended Plan, including, without limitation, reasonable fees and expenses of counsel, shall be paid in Cash by the Reorganized Debtors without further order of the Court within twenty (20) days of receipt of an invoice by the Reorganized Debtors. In the event that the Reorganized Debtors object to the payment of such invoice for post-Effective Date fees and expenses, in whole or in part, and the parties cannot resolve such objection after good faith negotiation, the Court shall retain jurisdiction to make a determination as to the extent to which the invoice shall be paid by the Reorganized Debtors.

70. ~~65.~~ Jayhawk Pipeline, L.L.C. Jayhawk Pipeline, L.L.C. (“Jayhawk”) has agreed to withdraw its limited objection to the Plan [Docket No. 6175] upon the Debtors’ agreement to reserve in full in Cash the amount of its Disputed Other Secured Claims in accordance with Section 10.4(a) of the Fourth Amended Plan. The allowance of such Claims is subject to later determination by the Court, in accordance with the Fourth Amended Plan. This agreement shall not be construed as a waiver of any rights of Jayhawk or the Debtors.

71. ~~66.~~ Kaw Pipe Line Corp. Kaw Pipe Line Corp (“Kaw”) has agreed to withdraw its limited objection to the Plan [Docket No. 6175] upon the Debtors’ agreement to reserve in full in Cash the amount of its Disputed Other Secured Claims in accordance with Section 10.4(a) of the Fourth Amended Plan. The allowance of such Claims is subject to later determination by the Court, in accordance with the Fourth Amended Plan. This agreement shall not be construed as a waiver of any rights of Kaw or the Debtors.

72. ~~67.~~ Benson Mineral Group, Inc. Notwithstanding anything in the Fourth Amended Plan or this Order to the contrary, as soon as practicable after the Effective Date, the

Producer Representative shall pay to Benson Mineral Group, Inc. ("Benson") the sum of \$32,000 in full and complete satisfaction of any claim Benson may have to the funds to be held by the Producer Representative, including , without limitation, any claims Benson may have related to its assertions that it should be included on Schedule 1 and Schedule 2 of the Fourth Amended Plan and any claims for attorneys fees. This amount is in addition to the amounts to be paid to Benson pursuant to a separate agreement between Benson and the Debtors.

73. ~~68.~~ Plains Marketing, L.P. The Fourth Amended Plan and this Order do not alter or amend the provisions of the Order for Payment of Funds to Debtors [Docket No. 5987] (the "Plains Tender Order") or the rights of any party related to the \$2,484,019.74 paid by Plains Marketing, L.P. ("Plains Marketing") to the Debtors and governed by the terms of the Plains Tender Order. The Fourth Amended Plan and this Order are without prejudice to Plains Marketing's asserted administrative and general unsecured claims, if any, (deficiency or otherwise) asserted against the Debtors or to any defense or objection thereto of the Debtors or the Prepetition Administrative Agent; provided, however, that Plains Marketing is not entitled to a claim or interest in the funds distributed or to be distributed to the Producers under Section 3.1 of the Fourth Amended Plan.

74. ~~69.~~ Distributions by Producer Representative. An Operator may request that the Producer Representative make distributions to Owners on its behalf, but at the Owner's expense. The Producer Representative may utilize third party agents for this purpose, provided however that any costs thereto shall be borne by the requesting Operator. In making distributions directly to Owners at the Operators' request, the Producer Representative may rely on data provided by the Debtors as to Owners or information provided by the Operators as to Owners or information provided by recognized industry sources. The Operators and/or the

Debtors shall be responsible for providing tax I.D. information in their possession as to Owners and Operators to the Producer Representative.

75. ~~70. Downstream Claims.~~ No provision of the Fourth Amended Plan or this Order (including, but not limited to, Sections 1.133, 20.11 and 20.13 of the Fourth Amended Plan and paragraphs 34, 36, 37, 65, 66, and 67 of this Order) is intended to and no provision shall compromise, affect, discharge, or otherwise impact the Downstream Claims against any Downstream Purchasers (including, but not limited to, Downstream Claims against J. Aron & Company) and nothing contained herein shall release Producers' Downstream Claims against Downstream Purchasers (including, but not limited to, Downstream Claims against J. Aron & Company) for amounts due to Producers. Such Downstream Claims are not administered under the Fourth Amended Plan and will not constitute Litigation Trust Assets. Neither the Debtors, the Reorganized Debtors, the Prepetition Administrative Agent nor the Prepetition Lenders shall oppose or otherwise contest the Producers' prosecution of any Downstream Claims asserted as of September 21, 2009, including, but not limited to, Downstream Claims against J. Aron & Company, nor oppose efforts of First Purchaser Producers to seek remand or transfer of asserted Downstream Claims in litigation which has been or may hereinafter be transferred to the Bankruptcy Court. For the avoidance of doubt, the following provision shall be deemed added to the end of Section 23.18 of the Fourth Amended Plan: Nothing herein shall limit or expand the defenses, causes of action, damages, or rights of any party to any litigation with a Downstream Purchaser.

76. ~~71. Asserted First Purchaser Producer Twenty-Day Claims.~~ Charter Oak Production Company, LLC, *et al.*; Musgrove Energy, Inc.; Tommy Young Oil Co.; Krumme Oil Co.; Baker University; Claremont Corporation; Frank Podpechan; Enerfin Resources I Limited

Partnership, et al.; Capital Energy, LLC; Capital Energy LLC as Marketing Representative of other mineral interest Owners; Capital Energy LLC as Marketing Representative of RWI; Capital Energy as Marketing Representative of Squareknot Energy, Inc.; Harbinger Capital Partners Master Fund I, Ltd.; and Ward Willston Company, Inc. (the “Schedule 3 Objectors”), each a holder of an Other Twenty-Day Claim listed on Schedule 3, objected to the Fourth Amended Plan on the basis that their respective scheduled Other Twenty-Day Claims should properly have been scheduled as First Purchaser Producer Twenty-Day Claims on Schedule 1. The issue whether each Schedule 3 Objector’s Twenty-Day Claim is properly treated as an Other Twenty-Day Claim or a First Purchaser Producer Twenty-Day Claim shall be determined by the Court after the Confirmation Date on a date mutually convenient to the Court and the parties, including the Prepetition Administrative Agent. If the Debtors or Reorganized Debtors, as applicable, the Prepetition Administrative Agent, the Producers Committee or Producers’ Representative, as applicable, and a Schedule 3 Objector cannot reach agreement as to discovery or timing, the Court will resolve the dispute. If a Schedule 3 Objector is determined by Final Order to be a First Purchaser Producer with respect to its Twenty-Day Claim, then (a) the full amount of such Twenty-Day Claim shall be Allowed and paid from the reserve established pursuant to Section 3.2(b) of the Fourth Amended Plan, and (b) Schedule 2 to the Fourth Amended Plan shall be deemed amended, effective as of the Effective Date, to include the full amount of any Claim as to which the Schedule 3 Objector is held to be a First Purchaser Producer. If a Schedule 3 Objector is determined by Final Order to hold an Other Twenty-Day Claim, then allowance, if any, of such Other Twenty-Day Claim shall occur in accordance with the Order Establishing Procedures for the Resolution of Administrative Claims Asserted Pursuant to Section 503(b)(9) of the Bankruptcy Code and Regarding Payments for Post-Petition Purchases [Docket No. 1376]

and the Order Supplementing “Order Establishing Procedures for the Resolution of Administrative Claims Asserted Pursuant to Section 503(b)(9) of the Bankruptcy Code and Regarding Payments for Post-Petition Purchases” [Docket No. 6042].

77. ~~72.~~ Inactive State Opt-In. Any First Purchaser Producer with a Claim related to production from an Inactive State may elect to have such Claim treated as a subordinated Secured First Purchaser Producer Claim provided that: (i) such election must be made in writing and delivered to the Debtors and the Producer Representative on or before the Effective Date, (ii) by making such election, the Producer will not receive any recovery on the claim as a General Unsecured Claim under the Fourth Amended Plan, and (iii) such Secured First Purchaser Producer Claims will be subordinate in payment to Secured First Purchaser Producer Claims of Active States under the Fourth Amended Plan and cannot receive any distributions from the Producer Representative until and unless Secured First Purchaser Producer Claims of Active States are paid in full.

78. Disbursement Account. The funds held in the Disbursement Account to pay (i) any Administrative Expense Claims (including, without duplication, Twenty-Day Claims), (ii) any Professional Compensation and Reimbursement Claims and (iii) the portion of any Priority Non-Tax Claims and Priority Tax Claims pursuant to Section 12.1 of the Fourth Amended Plan shall not be subject to any rights of set-off by the Disbursing Agent.

79. Lucky Ace Petroleum LLC. The Objection of Lucky Ace Petroleum LLC to Confirmation of Fourth Amended Plan of Affiliated Debtors [Docket No. 6120] shall be resolved as stated on the record.

Dated: _____, 2009
Wilmington, Delaware

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X	:	
In re	:	Chapter 11
	:	
SEMCRUDE, L.P., et. al.,	:	Case No. 08-11525 (BLS)
	:	
Debtors.	:	Jointly Administered
	:	
-----X		

**NOTICE OF ENTRY OF ORDER PURSUANT TO SECTION 1129 OF THE
BANKRUPTCY CODE AND RULE 3020 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE CONFIRMING DEBTORS' FOURTH
AMENDED JOINT PLAN OF AFFILIATED DEBTORS PURSUANT
TO CHAPTER 11 OF THE BANKRUPTCY CODE**

TO ALL PARTIES IN INTEREST IN THE
ABOVE-CAPTIONED CHAPTER 11 CASES:

PLEASE TAKE NOTICE:

1. On [____], 2009, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated September 25, 2009 (as modified, the "Fourth Amended Plan"), of SemCrude, L.P. ("SemCrude"), its parent, SemGroup, L.P. ("SemGroup"), and certain direct and indirect subsidiaries of SemGroup, as debtors and debtors in possession, in the above-referenced chapter 11 cases (collectively, the "Debtors"). Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Fourth Amended Plan.

2. The Confirmation Order (including the Fourth Amended Plan attached as an exhibit thereto) is available for inspection in the Office of the Clerk of the Bankruptcy Court at the United States Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. The Confirmation Order is also available on the website of the Debtors' Bankruptcy Court-appointed claims processing agent, Kurtzman Carson Consultants, LLC, at: <http://www.kccllc.net/Semgroup>.

3. Except as otherwise provided in the Confirmation Order or the Fourth Amended Plan, as of the Effective Date of the Fourth Amended Plan, (a) the provisions of the Fourth Amended Plan are binding upon the Debtors, any entity acquiring property under the Fourth Amended Plan and any creditor or equity interest holder of any of the Debtors, whether or not the claim or equity interest of such creditor or equity interest holder is impaired under the Fourth Amended Plan and whether or not such creditor or equity interest holder has accepted the Fourth Amended Plan, (b) the commencement or continuation of any action, employment of process, or act to collect, recover, or offset by any holder of a claim against or equity interest in

any of the Debtors is permanently enjoined, (c) all property of the Debtors' estates is vested in the Litigation Trust, or New Holdco, as applicable, free and clear of all liens, claims, encumbrances, and interests, and (d) the Debtors are discharged from all debts and claims that arose before the date and time of entry of the Confirmation Order.

**Deadline for Filing Claims Arising from Rejection of
Executory Contracts and Unexpired Leases Pursuant to the Fourth Amended Plan**

4. Section 16.1 of the Fourth Amended Plan provides that, as of the Effective Date all executory contracts and unexpired leases that exist between the Debtors and any person or entity shall be deemed rejected by the Debtors, except for any executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (iii) that is specifically designated as a contract or lease to be assumed on Schedules 1(A) and 1(B) contained in the Plan Supplement to the Fourth Amended Plan.

5. If you are not a counterparty to an executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date, or (iii) that is specifically designated as a contract or lease to be assumed on Schedules 1(A) and 1(B) contained in the Plan Supplement to the Fourth Amended Plan, as amended or supplemented, your executory contract or unexpired lease has been rejected as of the Effective Date. Pursuant to the Confirmation Order, all proofs of claim relating to the rejection of executory contracts or unexpired leases pursuant to the Fourth Amended Plan are required to be filed with the Bankruptcy Court and served upon Kurtzman Carson Consultants, LLC, the Debtors Court-appointed claims processing agent at: SemGroup Claims Processing, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245, so as to be received no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to Schedule 1(A) or 1(B). All such Claims not filed within such time will be forever barred from assertion against the Debtors and their estates or the Reorganized Debtors and their property. If you fail to file a timely proof of claim, you shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors, the Litigation Trust, New Holdco, or their successors, or their properties or interests in property, as agents, successors or assigns, and the Debtors, the Litigation Trust, and New Holdco and their successors, properties and interests in property shall be forever discharged from any and all indebtedness or liability with respect to such claim. Each such proof of claim shall be an original, shall substantially conform to the proof of claim form previously approved by the Court or Official Form No. 10, shall be duly executed and written in the English language, shall set forth the Debtors' names and the chapter 11 case numbers, and shall set forth all amounts claimed therein in United States dollars.

Applications for Allowances of Compensation and Deadline for Objections Thereto

6. Following the occurrence of the Effective Date, New Holdco shall file with the Court a notice of occurrence of the Effective Date, identifying the date on which the Effective Date occurred.

7. On or before the date that is 60 days after the Effective Date, all applications for final allowances of compensation and reimbursement of expenses pursuant to sections 327, 328, 330, 503(b), and 1103 of the Bankruptcy Code for professional services rendered up to the Confirmation Date (each a "Final Fee Application") must be filed with the Bankruptcy Court, together with proof of service thereof, and served on (a) counsel to the Debtors, Martin A. Sosland (martin.sosland@weil.com), Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201; (b) counsel to the Debtors, John H. Knight (Knight@rlf.com), Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801; (c) counsel to the Official Committee of Unsecured Creditors (the "Creditors' Committee"), Susheel Kirpalani (susheelkirpalani@quinnemanuel.com), Daniel S. Holzman (danielholzman@quinnemanuel.com), and Joseph Minias (josephminias@quinnemanuel.com), Quinn Emanuel Urquhart Oliver & Hedges, 51 Madison Avenue, 22nd Floor, New York, New York 10010; (d) counsel for Bank of America, N.A., agent for certain of the Debtors' prepetition secured lenders and the DIP Lenders (the "Agent"), Margot B. Schonholtz (mschonholtz@kayescholer.com), Lynn Toby Fisher (lynntoby.fisher@kayescholer.com) and Marc Rosenberg (mrosenberg@kayescholer.com), Kaye Scholer, LLP, 425 Park Avenue, New York, New York, 10022; and (e) the United States Trustee, William K. Harrington, Office of the United States Trustee, J. Cabel Boggs Federal Bldg., 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

8. Objections, if any, to any Final Fee Applications shall be filed with the Court, together with proof of service thereof, and served upon the applicant and the parties identified above, so as to be filed and actually received not later than 4:00 p.m. prevailing Pacific Time on the date that is five business days prior to the hearing on the Final Fee Applications.

Dated: _____, 2009
Wilmington, Delaware

Respectfully submitted,

Mark D. Collins (No. 2981)
John H. Knight (No. 3848)
L. Katherine Good (No. 5101)
~~Michael W. Romanzuk (No. 4751)~~
RICHARDS, LAYTON & FINGER, P.A.
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-and-

WEIL, GOTSHAL & MANGES LLP
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Telephone: (214) 746-7700
Martin A. Sosland
Sylvia A. Mayer

*Attorneys for the Debtors and
Debtors-in-Possession*

Debtor Entities and Case Numbers

Debtor	Case No.
SemCrude, L.P.	08-11525
SemFuel, L.P.	08-11538
Chemical Petroleum Exchange, Incorporated	08-11526
SemManagement, L.L.C.	08-11539
Eaglwing, L.P.	08-11527
SemGas Storage, L.L.C.	08-11540
Grayson Pipeline, L.L.C.	08-11528
SemMaterials, L.P.	08-11541
Greyhawk Gas Storage Company, L.L.C.	08-11529
SemGas, L.P.	08-11542
K.C. Asphalt, L.L.C.	08-11530
SemTrucking, L.P.	08-11543
SemCanada II, L.P.	08-11531
SemGroup Asia, L.L.C.	08-11544
SemCanada, L.P.	08-11532
SemStream, L.P.	08-11545
SemCrude Pipeline, L.L.C.	08-11533
Steuben Development Company, L.L.C.	08-11546
SemFuel Transport, L.L.C.	08-11534
SemGroup, L.P.	08-11547
SemMaterials Vietnam, L.L.C.	08-11535
SemOperating G.P., L.L.C.	08-11548
SemGas Gathering, L.L.C.	08-11536
SemGroup Finance Corp.	08-11549
SemKan, L.L.C.	08-11537
SemCap L.L.C.	08-12505

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Padding cell	

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Moved to	2
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