

DISCLOSURE STATEMENT DEFINITIONS

As used in the Disclosure Statement, the following terms shall have the respective meanings specified below:

1.1 **1145 Securities** means New Common Stock, Warrants, Management Stock, Litigation Trust Interests and Producer Preferred Distribution Rights.

1.2 **Administrative Expense Claim** means (a) any Claim constituting a cost or expense of administration of the Chapter 11 Cases asserted or authorized to be asserted in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code during the period up to and including the Effective Date and (b) any fees or charges assessed against the Debtors' estates pursuant to section 1930, chapter 123, Title 28, United States Code.

1.3 **Alix Partners** means Alix Partners Services, LLC, restructuring advisors to the Debtors.

1.4 **Allowed** means, with reference to any Claim, (i) any Claim that has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed or objection thereto interposed, (ii) any Claim that is not Disputed, (iii) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtors or the Reorganized Debtors, as the case may be, pursuant to a Final Order of the Bankruptcy Court, or (iv) any Claim that has been allowed hereunder or by Final Order; provided, however, that Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" hereunder. Unless otherwise specified herein or by order of the Bankruptcy Court, "Allowed Administrative Expense Claim" or "Allowed Claim" shall not, for any purpose under the Plan, include interest on such Administrative Expense Claim or Claim from and after the Petition Date.

1.5 **Ballot** means the ballot distributed to a holder of a Claim or Equity Interest on which ballot such holder of a Claim or Equity Interest may, *inter alia*, vote for or against the Plan.

1.6 **Bank Nominees** means the four (4) directors nominated by the Prepetition Lenders to the Board.

1.7 **Bankruptcy Code** means chapter 11 of title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

1.8 **Bankruptcy Court** means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases.

1.9 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any Local Rules of the Bankruptcy Court, as amended, as applicable to the Chapter 11 Cases.

- 1.10 **Bar Date Order** means the order of the Bankruptcy Court dated January 8, 2009.
- 1.11 **Barclays** means Barclays Bank PLC.
- 1.12 **Blackstone** means Blackstone Advisory Services L.P., financial advisors to the Debtors.
- 1.13 **Board** means the board of directors of New Holdco.
- 1.14 **Business Day** means any day other than a Saturday, a Sunday, or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.
- 1.15 **Carlyle/Riverstone** means The Carlyle Group and Riverstone Holdings LLC.
- 1.16 **Cash** means the lawful currency of the United States of America.
- 1.17 **Cash Equivalent** means securities or instruments of the type permitted under section 345 of the Bankruptcy Code.
- 1.18 **Catsimatidis Adversary Proceeding** means the adversary proceeding filed against the Catsimatidis Group, UREC and TEA on February 11, 2009.
- 1.19 **Catsimatidis Group** means Messrs. John Catsimatidis, Nelson Happy, Martin Bring, Matthew Coughlin and James Hansel.
- 1.20 **Causes of Action** means, without limitation, any and all actions, causes of action, proceedings, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.
- 1.21 **CCAA** means the Canadian Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended.
- 1.22 **CEO** means Chief Executive Officer.
- 1.23 **CFO** means Chief Financial Officer.
- 1.24 **CFTC** means Commodity Futures Trading Commission.
- 1.25 **Chapter 11 Cases** means the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors on or after the Initial Petition Date, styled In re SemCrude, L.P., et al., Chapter 11 Case No. 08-11525 (BLS) (Jointly Administered), currently pending before the Bankruptcy Court.

1.26 **Chemical Petroleum** means Chemical Petroleum Exchange, Incorporated, an Illinois corporation.

1.27 **Claim** shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

1.28 **Class** means a category of Claims or Equity Interests as set forth in Article III of the Plan.

1.29 **Class A New Common Stock** means the Class A New Common Stock of New Holdco authorized under the New Holdco Certificate of Incorporation.

1.30 **Class B New Common Stock** means the Class B New Common Stock of New Holdco authorized under the New Holdco Certificate of Incorporation.

1.31 **COD** means cancellation of indebtedness.

1.32 **Collateral** means any property or interest in property of the estates of the Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

1.33 **Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Cases.

1.34 **Confirmation Hearing** means the hearing conducted by the Bankruptcy Court to consider Confirmation of the Plan.

1.35 **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.36 **Creditor** means any Person or Entity holding a Claim against the Debtors' estates or, pursuant to section 102(2) of the Bankruptcy Code, against property of the Debtors, that arose or is deemed to have arisen prior to or as of the Petition Date.

1.37 **Creditors' Committee** means the statutory committee of creditors holding Unsecured Claims appointed in the Chapter 11 Cases pursuant to section 1102(a)(1) of the Bankruptcy Code, as reconstituted from time to time.

1.38 **Debtors** means SemCrude, L.P., Chemical Petroleum Exchange, Incorporated, Eaglwing, L.P., Grayson Pipeline, L.L.C., Greyhawk Gas Storage Company, L.L.C., K.C. Asphalt L.L.C., SemCanada II, L.P., SemCanada L.P., SemCrude Pipeline, L.L.C., SemFuel Transport LLC, SemFuel, L.P., SemGas Gathering LLC, SemGas Storage, L.L.C., SemGas, L.P., SemGroup Asia, L.L.C., SemGroup Finance Corp., SemGroup, L.P., SemKan, L.L.C., SemManagement, L.L.C., SemMaterials Vietnam, L.L.C., SemMaterials, L.P., SemOperating G.P., L.L.C., SemStream, L.P., SemTrucking, L.P., Steuben Development Company, L.L.C., and SemCap, L.L.C.

1.39 **Debtors in Possession** means the Debtors as debtors in possession pursuant to sections 1101(1) and 1107(a) of the Bankruptcy Code.

1.40 **DHS** means the Department of Homeland Security.

1.41 **DIP Agent** means Bank of America, N.A.

1.42 **Disbursing Agent** means, solely to effectuate distributions pursuant to the Plan, the Reorganized Debtors.

1.43 **Disclosure Statement** means the disclosure statement for the Plan approved by the Bankruptcy Court in accordance with section 1125 of the Bankruptcy Code.

1.44 **Disclosure Statement Order** means the Final Order of the Bankruptcy Court approving the Disclosure Statement in accordance with section 1125 of the Bankruptcy Code.

1.45 **Disputed** means, with reference to (a) any Claim, proof of which was timely and properly filed, or an Administrative Expense Claim, which is disputed under the Plan or as to which a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018 has been interposed, and which objection and/or request for estimation has not been withdrawn or determined by a Final Order or (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed. A Claim that is Disputed by the Debtors as to its amount only shall be deemed Allowed in the amount the Debtors admit owing, if any, and Disputed as to the excess.

1.46 **Disputed Claim Amount** means the lesser of (a) the liquidated amount set forth in the proof of claim filed with the Bankruptcy Court relating to a Disputed Claim, (b) if the Bankruptcy Court has estimated such Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, the amount of a Disputed Claim as estimated by the Bankruptcy Court, and (c) the amount of such Disputed Claim allowed by the Bankruptcy Court pursuant to section 502 of the Bankruptcy Code, or zero, if such Disputed Claim is disallowed by the Bankruptcy Court pursuant to such section, in either case, regardless of whether the order or judgment allowing or disallowing such Claim has become a Final Order; provided, however, that, in the event that such Claim has been disallowed, but the order of disallowance has not yet become a Final Order, the Bankruptcy Court may require the Disbursing Agent to reserve Plan Currency in an amount equal to the Pro Rata Share that would be attributed to such Claim if it were an Allowed Claim, or a lesser amount, to the extent that the Bankruptcy Court, in its sole and absolute discretion, determines such reserve is necessary to protect the rights of such holder under all of the facts and circumstances relating to the order of disallowance and the appeal of such holder from such order.

1.47 **Disputed Claims Reserve** means the reserve on account of Disputed Claims.

1.48 **Disputed Production Receivable** means, for any counterparty, the difference between such counterparty's Gross Production Receivable and its Undisputed Production Receivable.

1.49 **DJ Basin** means a geologic structural basin centered in eastern Colorado, but extending into southeast Wyoming, western Nebraska, and western Kansas.

1.50 **DOJ** means The Department of Justice.

1.51 **Eaglwing** means Eaglwing, L.P., an Oklahoma limited partnership.

1.52 **EBITDA** means earnings before interest, taxes, depreciation and amortization.

1.53 **Effective Date** means the first (1st) Business Day following the Confirmation Date that (a) the conditions to effectiveness of the Plan set forth in Section 16.1 of the Plan have been satisfied or otherwise waived in accordance with Section 16.3 of the Plan and (b) the effectiveness of the Confirmation Order shall not be stayed.

1.54 **Employee KEIP** means the Employee Key Employee Incentive Plan

1.55 **Entity** means a Person, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, a governmental unit or any subdivision thereof, including, without limitation, the Office of the United States Trustee, or any other entity.

1.56 **EPA** means the Environmental Protection Agency.

1.57 **Equity Interest** means any ownership interest in any of the Debtors.

1.58 **ERCB** means the Energy Resources and Conservation Board.

1.59 **Eufaula Gathering System** means a pipeline that gathers, dehydrates and compresses gas from McIntosh and Hughes Counties, Oklahoma.

1.60 **EURIBOR** means the Euro Interbank Offered Rate.

1.61 **Eurodollar** means U.S.-dollar denominated deposits at foreign banks or foreign branches of U.S. banks.

1.62 **Examiner** means Louis J. Freeh, appointed as examiner of the Debtors pursuant to an order of the Bankruptcy Court, dated October 14, 2008.

1.63 **Exchange Act** means the Securities Exchange Act of 1934, as amended.

1.64 **Executive KEIP** means the Executive Key Employee Incentive Plan.

1.65 **Exit Facility** means the working capital financing to be entered into by the Reorganized Debtors and the lenders party thereto in connection with the consummation of the Plan and effective on the Effective Date in an amount up to \$500 million and on such terms as are contained in the commitment letter included in the Plan Supplement.

1.66 **Exit Lenders** means the lenders under the Exit Facility.

1.67 **FERC** means Federal Energy Regulatory Commission.

1.68 **Final Order** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which no appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or, on and after the Effective Date, the Reorganized Debtors, or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument, or rehearing shall have been denied or resulted in no modification of such order and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be, but has not been, filed with respect to such order shall not cause such order not to be a Final Order.

1.69 **First Filed Debtors** means the Debtors other than SemCap.

1.70 **First Filed Debtors' Schedules** means the schedules of assets and liabilities filed by the First Filed Debtors with the Bankruptcy Court, which listed all outstanding prepetition claims held against the First Filed Debtors as reflected in the First Filed Debtors' books and records.

1.71 **General Unsecured Claim** means an Unsecured Claim, other than a Senior Notes Claim, a Lender Deficiency Claim, and an Intercompany Claim.

1.72 **Gross Production Receivable** means any account receivable of the Debtors arising from the sale of crude oil or natural gas before application of any asserted right of setoff or defense other than cash payment.

1.73 **Hyde Creager** means a joint venture owned by SemGas and Davis Operating Company that owns and operates a low-pressure gathering system in Pittsburg County, Oklahoma.

1.74 **ICA** means the Interstate Commerce Act.

1.75 **Indenture Trustee** means HSBC Bank USA, N.A., as trustee under the Senior Notes Indenture.

1.76 **Initial Petition Date** means July 22, 2008, the date on which SemGroup, L.P. and 24 of its direct and indirect subsidiaries filed their voluntary petitions for relief commencing certain of the Chapter 11 Cases.

1.77 **Intercompany Claim** means any Unsecured Claim held by any Debtor against any other Debtor.

1.78 **Intercompany Equity Interest** means any Equity Interest in any of the Debtors held by any of the other Debtors.

1.79 **Investigative Order** means the Bankruptcy Court order, dated September 10, 2008, authorizing and directing the Examiner to conduct an investigation of certain of the Debtors' pre-Petition Date transactions.

1.80 **IRS** means the Internal Revenue Service, an agency of the United States Department of Treasury.

1.81 **Kaiser-WGSP** means Kaiser-WGSP Company, LLC, an Oklahoma limited liability company.

1.82 **KEIP** means the Employee KEIP and the Executive KEIP.

1.83 **Lakeview** means a joint venture owned by SemGas and Davis Operating Company that owns and operates a low-pressure gathering system in Pittsburg County, Oklahoma.

1.84 **Lender Cash** means Plan Cash reduced by (a) Cash used to pay or reserved to pay Administrative Expense Claims (including, without duplication, Twenty-Day Claims), (b) Cash used to pay the Postpetition Financing Claims, (c) Cash used to pay or reserved to pay the portion of any Priority Non-Tax Claims and Priority Tax Claims paid on the Effective Date, and (d) the Disputed Production Receivables, to the extent collected prior to the Effective Date and to the extent necessary to satisfy Allowed Producer Secured Claims.

1.85 **Lender Claims** means Working Capital Lender Secured Claims and Revolver/Term Lender Secured Claims.

1.86 **Lender Deficiency Claim** means the unsecured portion of a Revolver/Term Lender Claim or a Working Capital Lender Claim.

1.87 **Lender Steering Committee** means the unofficial steering committee of certain of the Prepetition Lenders, as reconstituted from time to time.

1.88 **LIBOR** means the London Interbank Offered Rate.

1.89 **Lien** shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

1.90 **Lien Procedures Order** means the Bankruptcy Court order, dated September 26, 2008, establishing procedures for the resolution of Liens asserted pursuant to the Producers' statutory Lien or similar statutes.

1.91 **Litigation Trust** means the Entity to be created on the Effective Date in accordance with Section 10.1 of the Plan and the Litigation Trust Agreement for the benefit of holders of Allowed Senior Notes Claims, Allowed Producer Secured Claims in excess of such Producers' Allowed Twenty-Day Claims, Allowed Lender Deficiency Claims, and Allowed General Unsecured Claims.

1.92 **Litigation Trust Agreement** means the trust agreement, substantially in the form contained in the Plan Supplement.

1.93 **Litigation Trust Board** means the group of Persons appointed prior to the Effective Date by the Bankruptcy Court, or any replacements thereafter selected in accordance with the provisions of the Litigation Trust Agreement, who shall have the authority set forth in the Litigation Trust Agreement, consisting of two (2) Persons selected by the Lender Steering Committee and one (1) Person selected by the Creditors' Committee; provided, however, that solely for purposes of Litigation Trust Claims in respect of Disputed Production Receivables, such board shall consist of two (2) Persons selected by the Lender Steering Committee and one (1) Person selected by the Producers' Committee.

1.94 **Litigation Trust Claims** means all Causes of Action asserted, or which may be asserted, by or on behalf of the Debtors or the Debtors' estates, in respect of matters arising prior to the Petition Date, including Avoidance Actions, but specifically excluding Causes of Action arising in the ordinary course of the Debtors' business other than (i) Causes of Action in respect of Disputed Production Receivables and (ii) Released Actions.

1.95 **Litigation Trust Funds** means the \$15 million to Lender Cash used to fund the Litigation Trust pursuant to Section 10.3 of the Plan.

1.96 **Litigation Trust Interests** means the beneficial interests in the Litigation Trust to be deemed distributed to holders of Allowed Senior Notes Claims, Allowed Lender Deficiency Claims, and Allowed General Unsecured Claims.

1.97 **Litigation Trustee** means the Entity, solely in its capacity as Litigation Trustee, approved by the Bankruptcy Court at the Confirmation Hearing to administer the Litigation Trust in accordance with the terms and provisions of Article X of the Plan and the Litigation Trust Agreement.

1.98 **Mainline Pipeline Limited** means a pipeline located in England which runs northeast to Manchester and southeast to Nottingham.

1.99 **Management Committee** means the management committee of SemGroup G.P., L.L.C., the general partner of SemGroup.

1.100 **Management Incentive Plan** means the Management Incentive Plan to be adopted by New Holdco, which shall be in substantially the form contained in the Plan Supplement.

1.101 **Management Stock** means the Class A New Common Stock to be issued by New Holdco to employees and Board members in accordance with the Management Incentive Plan.

1.102 **Master Agreement** means the Master Agreement, dated as of April 7, 2009, by and among SemGroup, SGLP and certain of their subsidiaries.

1.103 **Minimum Operating Cash** means \$50 million as of the Effective Date.

- 1.104 **Monitor** means Ernst & Young Inc.
- 1.105 **NEB** means Canada's National Energy Board.
- 1.106 **New Common Stock** means the Class A New Common Stock and Class B New Common Stock of New Holdco authorized under the New Holdco Certificate of Incorporation.
- 1.107 **New Holdco** means the new parent company of the Reorganized Debtors established under Delaware law.
- 1.108 **New Holdco Bylaws** means the bylaws of New Holdco, substantially in the form contained in the Plan Supplement.
- 1.109 **New Holdco Certificate of Incorporation** means the certificate of incorporation of New Holdco, substantially in the form contained in the Plan Supplement, which, among other things, changes the name of the company.
- 1.110 **New Term Notes** means new term notes to be issued by New Holdco pursuant to the New Term Notes Indenture in the principal amount of \$300 million, substantially in the form contained in the Plan Supplement.
- 1.111 **New Term Notes Indenture** means the indenture governing the New Term Notes, substantially in the form contained in the Plan Supplement.
- 1.112 **NGA** means the Natural Gas Act.
- 1.113 **NGL** means Natural Gas Liquids.
- 1.114 **NOL** means net operating loss.
- 1.115 **NYMEX** means the New York Mercantile Exchange.
- 1.116 **OID** means original issue discount.
- 1.117 **Oklahoma Lawsuit** means the lawsuit filed in the United States District Court for the Northern District of Oklahoma by the Catsimatidis Group against the Debtors' CEO, Terrence Ronan, on April 2, 2009.
- 1.118 **OPA** means Oil Pollution Act, as amended.
- 1.119 **OSHA** means the Occupational Safety and Health Administration, as amended.
- 1.120 **OTC** means over-the-counter securities market.
- 1.121 **Other Secured Claim** means any Secured Claim other than a Secured Tax Claim, a Producer Secured Claim, a Secured Lender Claim, or a White Cliffs Credit Agreement Claim.
- 1.122 **Person** shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

1.123 **Petition Date** means the Initial Petition Date; provided, however, that with respect to that Debtor which commenced its Chapter 11 Case subsequent to July 22, 2008, “Petition Date” shall refer to the date on which such Chapter 11 Case was commenced.

1.124 **PIK** means pay in kind.

1.125 **Pine Hollow** means a joint venture owned by SemGas and Davis Operating Company that owns and operates a low-pressure gathering system in Pittsburg County, Oklahoma.

1.126 **Plan** means this chapter 11 plan of reorganization (including, without limitation, the Plan Supplement and all exhibits, supplements, appendices, and schedules hereto or thereto), either in its present form or as the same may be altered, amended, modified, or supplemented from time to time in accordance with the terms and provisions of the Plan.

1.127 **Plan Cash** means (a) all Cash and Cash Equivalents of the Debtors on the Effective Date other than Minimum Operating Cash and (b) any Cash proceeds of Undisputed Production Receivables (if any) collected after the Effective Date.

1.128 **Plan Currency** means the mixture of Plan Cash, Lender Cash, New Term Notes, New Common Stock, Warrants, Producer Preferred Distribution Rights, and Litigation Trust Interests to be distributed to holders of Allowed Claims pursuant to the Plan.

1.129 **Plan Supplement** means the document containing the forms of documents specified in Section 21.3 of the Plan.

1.130 **Postpetition Financing Agreement** means the Debtor-in-Possession Credit Agreement, dated as of August 8, 2008, by and among SemCrude, L.P., as borrower, SemGroup, L.P., as a guarantor, SemOperating G.P., L.L.C., as a guarantor, Bank of America, N.A., as administrative agent and L/C issuer, Banc of America LLC, as sole lead arranger and sole book manager, and each lender from time to time party thereto, as entered into pursuant to the Postpetition Financing Order and as modified, amended, or extended from time to time during the Chapter 11 Cases and any of the documents and instruments related thereto.

1.131 **Postpetition Financing Claim** means any Claim against the Debtors arising under, in connection with, or related to the Postpetition Financing Agreement.

1.132 **Postpetition Financing Order** means, collectively, (a) the Interim Order (1) Authorizing Debtors to Obtain Postpetition Financing, (2) Authorizing Debtors to Use Cash Collateral, (3) Granting Adequate Protection to Prepetition Secured Parties and (4) Scheduling a Final Hearing, entered by the Bankruptcy Court on August 8, 2005 and (b) the Final Order (1) Authorizing Debtors to Obtain Postpetition Financing, (2) Authorizing Debtors to Use Cash Collateral and (3) Granting Adequate Protection to Prepetition Secured Parties, entered by the Bankruptcy Court on September 17, 2008, as each of the foregoing is modified, amended, or extended from time to time during the Chapter 11 Cases.

1.133 **Prepetition Credit Agreement** means that certain Amended and Restated Credit Agreement, dated as of October 18, 2005 (as amended, modified, and supplemented from time to

time through and including the Petition Date), among SemCrude, L.P., as U.S. borrower, and SemCams Midstream Company, as Canadian borrower, SemGroup, L.P., as a guarantor, SemOperating G.P., L.L.C., as a guarantor, Bank of America, N.A., as administrative agent and L/C issuer, Bank of America Securities, LLC, as joint lead arranger and sole book manager, BNP Paribas, as joint lead arranger and co-syndication agent, Bank of Montreal d/b/a “Harris Nesbitt,” as co-syndication agent, Bank of Oklahoma, N.A. and The Bank of Nova Scotia, as co-documentation agents, and the lenders party thereto.

1.134 **Prepetition Lenders** means, collectively, the banks and other Entities that are parties to the Prepetition Credit Agreement, as lenders thereunder, and their successors and assigns.

1.135 **Priority Non-Tax Claim** means any Claim against the Debtors, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment in accordance with sections 507(a)(4), (5), (7), or (9) of the Bankruptcy Code, but only to the extent entitled to such priority.

1.136 **Priority Tax Claim** means any Claim of a governmental unit against the Debtors entitled to priority of payment pursuant to sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.137 **Pro Rata Share** means the proportion that a Claim bears to the sum of all Claims within such Class or group of Classes for which an allocation is being determined.

1.138 **Producer** means a provider of crude oil or natural gas purchased at the wellhead by the Debtors.

1.139 **Producer Cash** means Cash of the Debtors on the Effective Date in respect of collected Disputed Production Receivables.

1.140 **Producer Lien Claim** means a Claim, if any, of a Producer secured by a Lien on Collateral senior to the Liens granted under the Prepetition Credit Agreement.

1.141 **Producer Preferred Distribution Right** means the right of a Producer holding an Allowed Producer Secured Claim in excess of its Allowed Twenty-Day Claim to receive a distribution in the amount of such excess but payable solely from the Disputed Production Receivables, which right shall be evidenced by an undivided interest in the Producer Secured Note.

1.142 **Producer Secured Claim** means a Producer Lien Claim or a Producer Trust Claim.

1.143 **Producer Secured Note** means a non-recourse, non-interest bearing note issued by the Litigation Trust in a principal amount equal to the aggregate Producer Preferred Distribution Rights and secured by the Disputed Production Receivables, substantially in the form contained in the Plan Supplement.

1.144 **Producer Trust Claim** means a Claim, if any, of a Producer in respect of a trust right senior to the rights of the Prepetition Lenders under the Prepetition Credit Agreement.

1.145 **Producers' Committee** means the committee of certain of the Producers appointed in the Chapter 11 Cases pursuant to section 1102(a)(2) of the Bankruptcy Code, as reconstituted from time to time.

1.146 **Professional Compensation and Reimbursement Claim** means a Claim for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to sections 503(b)(2), (3), (4), or (5) of the Bankruptcy Code.

1.147 **Proofs of Claim** means proofs of claim filed by Creditors with the Bankruptcy Court based on prepetition claims against the Debtors.

1.148 **RCRA** means the Resource Conservation and Recovery Act.

1.149 **Reclaiming Vendors** has the meaning ascribed in the Reclamation Claims Procedure Order.

1.150 **Reclamation Claims Procedure Order** means the Bankruptcy Court order, dated September 15, 2008, establishing procedures for the resolution of reclamation claims pursuant to section 546(c) of the Bankruptcy Code.

1.151 **Reclamation Notice** has the meaning ascribed in the Reclamation Claims Procedure Order.

1.152 **Reclamation Schedule** has the meaning ascribed in the Reclamation Claims Procedure Order.

1.153 **Record Date** means the date or dates established by the Bankruptcy Court in the Confirmation Order for the purpose of determining the holders of Allowed Claims entitled to receive distributions pursuant to the Plan.

1.154 **Reorganized Debtors** means the Debtors on and after the Effective Date.

1.155 **Reorganized SemGroup Companies** means New Holdco and its direct and indirect subsidiaries, other than any direct or indirect subsidiaries of SemGroup Holdings, L.P.

1.156 **Revolver/Term Lender Claim** means a Claim of a Prepetition Lender under the Prepetition Credit Agreement arising under, in connection with, or related to the Revolver Obligations or the U.S. Term Obligations (each as defined in the Prepetition Credit Agreement).

1.157 **Richards, Layton** means Richards, Layton & Finger, P.A., legal counsel to the Debtors.

1.158 **Risk Management Policy** means the risk management policy to be adopted by the Board that will, among other things, (i) implement limitations regarding trading such as risk limits, exposures, transaction limits and signatory limits, (ii) establish reporting obligations, and (iii) require trades to be back-to-back transactions to limit SemCrude's exposure to commodity price fluctuations within a to-be-defined hedge requirement percentage.

1.159 **Sarbanes-Oxley Act** means The Sarbanes-Oxley Act of 2002 (Pub.L. 107-204, enacted July 30, 2002).

1.160 **Schedules** means the schedules of assets and liabilities, the lists of holders of Equity Interests, and the statements of financial affairs filed by the Debtors in accordance with section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended or supplemented on or prior to the Confirmation Date.

1.161 **SEC** means the U.S. Securities and Exchange Commission.

1.162 **Secured Claim** means a Claim against the Debtors (a) secured by a Lien on Collateral or (b) subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Collateral or to the extent of the amount subject to setoff, as applicable, as determined in accordance with section 506(a) of the Bankruptcy Code or as otherwise agreed to, in writing, by the Debtors or the Reorganized Debtors, as the case may be, and the holder of such Claim; provided, however, that, to the extent that the value of such interest is less than the amount of the Claim which has the benefit of such security, the unsecured portion of such Claim shall be treated as an Unsecured Claim unless, in any such case, the Class of which such Claim is a part makes a valid and timely election in accordance with section 1111(b) of the Bankruptcy Code to have such Claim treated as a Secured Claim to the extent allowed.

1.163 **Secured Lender Claims** means Secured Working Capital Lender Claims and Secured Revolver/Term Lender Claims.

1.164 **Secured Revolver/Term Lender Claim** means a Revolver/Term Lender Claim to the extent of the value of the Prepetition Lender's Collateral.

1.165 **Secured Tax Claim** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

1.166 **Secured Working Capital Lender Claim** means a Working Capital Lender Claim to the extent of the value of the Prepetition Lender's Collateral.

1.167 **Securities Act** means the United States Securities Act of 1933, as amended.

1.168 **SemCAMS** means SemCanada II, L.P., an Oklahoma limited liability company, and its subsidiaries.

1.169 **SemCanada Crude** means SemCanada, L.P., an Oklahoma limited liability company, and its subsidiaries.

1.170 **SemCanada Energy** means SemCanada Energy Company, a Nova Scotia unlimited liability company.

1.171 **SemCanada Energy Group** means SemCanada Energy, A.E. Sharp Limited., CEG Energy Options, Inc., 3191278 Nova Scotia Company and 1381331 Alberta ULC.

1.172 **SemCanada Group** means SemCanada Crude, SemCAMS, SemCanada Energy, A.E. Sharp Limited., CEG Energy Options, Inc., 3191278 Nova Scotia Company and 1381331 Alberta ULC.

1.173 **SemCap** means SemCap, L.L.C., an Oklahoma limited liability company.

1.174 **SemCap Schedules** means the schedules of assets and liabilities filed by SemCap with the Bankruptcy Court, which listed all outstanding prepetition claims held against SemCap as reflected in SemCap's books and records.

1.175 **SemCrude** means SemCrude, L.P., a Delaware limited partnership.

1.176 **SemCrude Pipeline** means SemCrude Pipeline, L.L.C., a Delaware limited liability company.

1.177 **SemEuro** means SemGroup Europe Holding, L.L.C., a Delaware limited liability company.

1.178 **SemEuro Credit Agreement** means the Senior Secured Working Capital and Revolving Facility Agreement, dated as of September 29, 2006, by and between, *inter alia*, SemEuro Limited and BNP Paribas, as agent, security agent and lender.

1.179 **SemEuro Limited** means SemEuro Limited, a company organized under the laws of England and Wales.

1.180 **SemFuel** means SemFuel, L.P., a Texas limited partnership, and its subsidiary.

1.181 **SemGas** means SemGas, L.P., an Oklahoma limited partnership, and its direct and indirect subsidiaries.

1.182 **SemGroup** means SemGroup, L.P., an Oklahoma limited partnership.

1.183 **SemGroup Companies** means SemGroup and all of its direct and indirect subsidiaries other than SemGroup Holdings and its direct and indirect subsidiaries.

1.184 **SemGroup Equity Interest** means an Equity Interest in SemGroup.

1.185 **SemGroup Finance** means SemGroup Finance Corp., a Delaware corporation, which will be renamed SemGroup Holdings Inc. and become New Holdco.

1.186 **SemGroup Holdings** means SemGroup Holdings, L.P.

1.187 **SemGroup Holdings Loan Agreement** means the Loan Agreement, dated as of June 25, 2008, by and among SemGroup Holdings, Manchester Securities Corporation and Alerian Finance Partners.

1.188 **SemLogistics** means SemLogistics Milford Haven Limited, a company formed under the laws of England and Wales.

- 1.189 **SemMaterials** means SemMaterials L.P., an Oklahoma limited partnership.
- 1.190 **SemMexico** means SemMexico, LLC, an Oklahoma limited liability company, and its subsidiaries.
- 1.191 **SemStream** means SemStream, L.P., a Delaware limited partnership, and its subsidiary.
- 1.192 **SemStream Arizona** means SemStream Arizona Propane, L.L.C., a Delaware limited liability company.
- 1.193 **Senior Notes** means the 8.75% senior unsecured notes in the original principal amount of \$600 million issued pursuant to the Senior Notes Indenture.
- 1.194 **Senior Notes Claim** means any Claim against the Debtors arising under, in connection with, or related to the Senior Notes Indenture.
- 1.195 **Senior Notes Indenture** means that certain indenture, dated as of November 18, 2005 (as amended, modified, and supplemented from time to time through and including the Petition Date), by and among SemGroup and SemGroup Finance, as issuers, and the Indenture Trustee.
- 1.196 **Severance Program** means the employee severance program implemented by the Debtors and approved by the Bankruptcy Court on August 19, 2008.
- 1.197 **SGGP** means SemGroup G.P., L.L.C., an Oklahoma limited liability company.
- 1.198 **SGGP Operating Agreement** means Second Amended and Restated Operating Agreement of SGGP, dated as of January 25, 2005.
- 1.199 **SGLP** means SemGroup Energy Partners, L.P., a Delaware limited partnership.
- 1.200 **Sixth Amendment** means the Sixth Amendment to the Postpetition Financing Agreement, dated as of April 23, 2009, by and among SemCrude, SemGroup, SemOperating G.P., Bank of America, N.A., Banc of America Securities LLC, and the lenders that are from time to time party thereto.
- 1.201 **Special Committee** means the Special Committee of the Management Committee of SemGroup.
- 1.202 **Tax Code** means the Internal Revenue Code of 1986, as amended from time to time.
- 1.203 **TEA** means Tulsa Energy Acquisitions, LLC.
- 1.204 **TEV** means total enterprise value.
- 1.205 **TIN** means taxpayer identification number.

1.206 **Trading Protocol** means the trading protocol approved by the DIP Agent and DIP Lenders under the Postpetition Financing Agreement.

1.207 **Twenty-Day Claim** means any Claim (whether secured or unsecured) for the value of any goods received by a Debtor within twenty (20) days before the Petition Date in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

1.208 **Twenty-Day Claims Procedure Order** means the Bankruptcy Court Order, dated September 15, 2008, establishing procedures for the resolution of administrative Claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code and regarding payments for postpetition purchases.

1.209 **UCC** means the statutory committee appointed in the Chapter 11 Cases pursuant to section 1102(a)(2) of the Bankruptcy Code, as reconstituted from time to time.

1.210 **UCC Nominee** means the one (1) director nominated by the UCC to the Board.

1.211 **Undisputed Production Receivable** means any account receivable of the Debtors arising from the sale of crude oil or natural gas after application of any counterparty's asserted right of setoff or other defense.

1.212 **Unsecured Claim** means any Claim against the Debtors, other than a Secured Claim, a Professional Compensation and Reimbursement Claim, or a Priority Tax Claim.

1.213 **UREC** means United Refining Energy Corp.

1.214 **Voting Agent** means Kurtzman Carson Consultants, LLC, located at 2335 Alaska Avenue, El Segundo, CA 90245

1.215 **Voting Deadline** means 5:00 p.m. Prevailing Eastern Time on [____], 2009.

1.216 **Warrant Agreement** means the agreement governing the issuance of the Warrants, substantially in the form contained in the Plan Supplement.

1.217 **Warrants** means warrants to purchase shares of New Common Stock issued by New Holdco pursuant to the Warrant Agreement.

1.218 **Westback** means Westback Purchasing Company, L.L.C.

1.219 **WGM** means Weil, Gotshal & Manges LLP., legal counsel to the Debtors.

1.220 **White Cliffs** means White Cliffs Pipeline, L.L.C., a Delaware limited liability company.

1.221 **White Cliffs Credit Agreement** means that certain credit agreement, dated as of June 17, 2008 (as amended, modified, and supplemented from time to time through and including the Petition Date), among SemCrude Pipeline, as borrower, General Electric Capital Corporation, as Administrative Agent, and the lenders party thereto, consisting of (i) a \$60

million revolving credit facility and (ii) a \$60 million term loan facility, and any of the documents and instruments related thereto.

1.222 **White Cliffs Credit Agreement Claim** means any Claim against the Debtors arising under or in connection with the White Cliffs Credit Agreement.

1.223 **Working Capital Lender Claim** means a Claim of a Prepetition Lender arising under, in connection with, or related to the Working Capital Obligations (as defined in the Prepetition Credit Agreement) under the Prepetition Credit Agreement.

1.224 **Wyckoff** means Wyckoff Gas Storage Company, LLC, a Delaware limited liability company.

Dallas, Texas 75201
Attention: Martin Sosland, Esq.
Telecopier: (214) 746-7777

21.15 **Closing of the Chapter 11 Cases.** The Reorganized Debtors shall, promptly upon the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court.

21.16 **Section Headings.** The section headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

21.17 **Exemption from Registration.** Pursuant to section 1145 of the Bankruptcy Code, and except as provided in subsection (b) thereof, the issuance of the Plan Currency on account of, and in exchange for, the Claims against the Debtors shall be exempt from registration pursuant to section 5 of the Securities Act of 1933 and any other applicable nonbankruptcy law or regulation.

21.18 **Exemption from Transfer Taxes.** Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of Equity Interests or Plan Currency pursuant to the 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 Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

21.19 **Inconsistencies.** To the extent of any inconsistencies between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions contained herein shall govern.

Dated: Wilmington, Delaware
May 15, 2009

SEMCRUDE, L.P.
CHEMICAL PETROLEUM EXCHANGE, INCORPORATED
EAGLWING, L.P.
GRAYSON PIPELINE, L.L.C.
GREYHAWK GAS STORAGE COMPANY, L.L.C.
K.C. ASPHALT L.L.C.
SEMCANADA II, L.P.
SEMCANADA L.P.
SEMCRUDE PIPELINE, L.L.C.
SEMFUEL TRANSPORT LLC
SEMFUEL, L.P.
SEMGAS GATHERING LLC
SEMGAS STORAGE, L.L.C.
SEMGAS, L.P.
SEMGROUP ASIA, L.L.C.
SEMGROUP FINANCE CORP.
SEMGROUP, L.P.
SEMKAN, L.L.C.
SEMMANAGEMENT, L.L.C.
SEMMATERIALS VIETNAM, L.L.C.
SEMMATERIALS, L.P.

SEMOOPERATING G.P., L.L.C.
SEMSTREAM, L.P.
SEMTRUCKING, L.P.
STEUBEN DEVELOPMENT COMPANY, L.L.C.
SEMCAP, L.L.C.

By: /s/ Terrence Ronan
Name: Terrence Ronan
Title: Authorized Officer