
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): March 8, 2017

SEMGROUP CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-34736
(Commission
File Number)

20-3533152
(IRS Employer
Identification No.)

Two Warren Place
6120 S. Yale Avenue, Suite 1500
Tulsa, OK 74136-4231
(Address of Principal Executive Offices) (Zip Code)

(918) 524-8100
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 1.01 Entry into a Material Definitive Agreement.

On March 8, 2017, SemGroup Corporation (the “Corporation”) entered into a purchase agreement (the “Purchase Agreement”) with certain of the Corporation’s wholly-owned subsidiaries, as guarantors, and Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers named therein (collectively, the “Initial Purchasers”), pursuant to which the Corporation has agreed to sell to the Initial Purchasers (the “Offering”) \$325 million aggregate principal amount of the Corporation’s 6.375% senior unsecured notes due 2025 (the “Notes”), for resale to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and to non-U.S. persons outside the United States pursuant to Regulation S of the Securities Act. The Corporation expects to close the Offering on March 15, 2017.

The net proceeds from the Offering are expected to be approximately \$314 million, after deducting the Initial Purchasers’ discount and the Corporation’s estimated expenses of the Offering and the tender offer and any redemption discussed below. The Corporation expects to use the net proceeds from the Offering, together with cash on hand, to fund the repurchase for cash of any and all of the Corporation’s outstanding \$300 million aggregate principal amount of 7.50% senior unsecured notes due 2021 (the “2021 Notes”) pursuant to a tender offer (the “Tender Offer”), to redeem any of the 2021 Notes that remain outstanding thereafter and to pay fees and expenses of the Offering, the Tender Offer and any redemption. The Offering is not conditioned on the consummation of the Tender Offer. The Tender Offer is conditioned on, among other things, the closing of the Offering.

Credit Suisse Securities (USA) LLC is acting as the dealer manager in connection with the Tender Offer. Certain of the Initial Purchasers and/or their respective subsidiaries may hold a portion the 2021 Notes for their own account or the accounts of customers and therefore may receive net proceeds from the Offering to the extent they participate in the Tender Offer. In addition, certain of the Initial Purchasers, or their respective affiliates, are lenders and/or agents under the revolving credit facility under the Corporation’s corporate credit agreement and receive customary fees and expense reimbursement in connection therewith. The Initial Purchasers and their respective affiliates have in the past performed commercial banking, investment banking and advisory services for us from time to time for which they have received customary fees and reimbursement of expenses and may, from time to time, engage in transactions with and perform services for us in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses.

The Purchase Agreement includes customary representations, warranties, covenants and agreements, including an agreement by the Corporation to indemnify the Initial Purchasers against certain liabilities. The closing of the Offering is subject to the satisfaction of certain customary closing conditions contained in the Purchase Agreement and, as a result, there can be no assurance that the Offering will be completed.

The foregoing description of the Purchase Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 8.01 Other Events.

On March 8, 2017, the Corporation issued a press release announcing the pricing of the Notes. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The press release is neither an offer to sell nor a solicitation of an offer to buy the Notes or any other securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful. The Notes and the guarantees thereof have not been registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration or applicable exemption from the registration requirements under the Securities Act and applicable state securities laws. The Notes are expected to be offered and sold only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to non-U.S. persons outside of the United States pursuant to Regulation S under the Securities Act. The press release is being issued in accordance with Rule 135c under the Securities Act.

Cautionary Note Regarding Forward-Looking Statements

Certain matters contained in this filing include “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended. We make these forward-looking statements in reliance on the safe harbor protections provided under the Private Securities Litigation Reform Act of 1995.

All statements, other than statements of historical fact, included in this filing, including regarding the closing of the Offering and the expected use of proceeds from the Offering may constitute forward-looking statements. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot assure you that these expectations will prove to be correct. These forward-looking statements are subject to certain known and unknown risks and uncertainties, as well as assumptions that could cause actual results to differ materially from those reflected in these forward-looking statements. Factors that might cause actual results to differ include, but are not limited to, any of the factors discussed from time to time in each of our documents and reports filed with the Securities and Exchange Commission.

Readers are cautioned not to place undue reliance on any forward-looking statements contained in this filing, which reflect management's opinions only as of the date hereof. Except as required by law, we undertake no obligation to revise or publicly release the results of any revision to any forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Purchase Agreement, dated March 8, 2017, by and among SemGroup Corporation, certain of its wholly-owned subsidiaries party thereto, as guarantors, and Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers named therein.
99.1	Press Release dated March 8, 2017, issued by SemGroup Corporation.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SEMGROUP CORPORATION

Date: March 9, 2017

By: /s/ William H. Gault

William H. Gault

Corporate Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Purchase Agreement, dated March 8, 2017, by and among SemGroup Corporation, certain of its wholly-owned subsidiaries party thereto, as guarantors, and Credit Suisse Securities (USA) LLC, as representative of the several initial purchasers named therein.
99.1	Press Release dated March 8, 2017, issued by SemGroup Corporation.

SemGroup Corporation

\$325,000,000
6.375% Senior Notes due 2025

Purchase Agreement

March 8, 2017

Credit Suisse Securities (USA) LLC
As Representative of the Initial Purchasers
listed on Schedule I hereto
c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010-3629

Ladies and Gentlemen:

SemGroup Corporation, a corporation organized under the laws of Delaware (the “Company”), proposes to issue and sell to the several parties named in Schedule I hereto (the “Initial Purchasers”), for whom you (the “Representative”) are acting as representative, \$325,000,000 aggregate principal amount of its 6.375% Senior Notes due 2025 (the “Notes”). The Notes will be guaranteed (the “Guarantees”) on a senior unsecured basis by each of the Guarantors (as defined below). The Notes and the Guarantees are hereinafter collectively referred to as the “Securities.” The Securities will have the benefit of a registration rights agreement (the “Registration Rights Agreement”) to be dated as of the Closing Date (as defined below), between the Company, the subsidiaries of the Company listed on the signature pages hereto (the “Guarantors”) and the Initial Purchasers, pursuant to which the Company and the Guarantors will agree to register the Securities under the Act subject to the terms and conditions therein specified. The Securities are to be issued under an indenture (the “Indenture”), to be dated as of the Closing Date, between the Company, the Guarantors and Wilmington Trust, National Association, as trustee (the “Trustee”). The term “Initial Purchasers” shall mean either the singular or plural as the context requires. The use of the neuter in this Agreement shall include the feminine and masculine wherever appropriate. Certain terms used herein are defined in Section 22 hereof.

The sale of the Securities to the Initial Purchasers will be made without registration of the Securities under the Act in reliance upon exemptions from the registration requirements of the Act.

Pursuant to the offer to purchase, dated March 8, 2017, the Company is offering to purchase (the “Tender Offer”) any and all of its outstanding 7.50% Senior Notes due 2021 (the “Existing Notes”). As described in the Disclosure Package and the Final Memorandum (as each such term is defined below), the Company intends to use the net proceeds from the issuance and sale of the Securities, together with cash on hand, to repurchase any and all of the Existing Notes tendered pursuant to the Tender Offer, to redeem all Existing Notes not so tendered and to pay fees and expenses incurred in connection with each of the foregoing. The Company intends to satisfy and discharge the indenture governing the Existing Notes, if any Existing Notes remain outstanding after the completion of the Tender Offer (the “Satisfaction and Discharge”).

In connection with the sale of the Securities, the Company has prepared a preliminary offering circular, dated March 8, 2017 (as amended or supplemented at the date thereof, the “Preliminary Memorandum”), and a final offering circular, dated March 8, 2017 (as amended or supplemented at the Execution Time, the “Final Memorandum”). Each of the Preliminary Memorandum and the Final Memorandum sets forth certain information concerning the Company, the Guarantors and their respective subsidiaries and businesses, and the Securities. The Company hereby confirms that it has authorized the use of the Disclosure Package, the Preliminary Memorandum and the Final Memorandum, and any amendment or supplement thereto, in connection with the offer and sale of the Securities by the Initial Purchasers. Any reference in this Agreement to the Disclosure Package, the Preliminary Memorandum or the Final Memorandum shall be deemed to refer to and include the documents and filings incorporated by reference therein as of the effective date of the Disclosure Package, the Preliminary Memorandum or the Final Memorandum, as applicable.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Initial Purchaser as set forth below in this Section 1.

(a) The Preliminary Memorandum, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of its date and on the Closing Date, the Final Memorandum did not and will not (and any amendment or supplement thereto, as of its date and on the Closing Date, will not) contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty as to the information contained in or omitted from the Preliminary Memorandum or the Final Memorandum, or any amendment or supplement thereto, in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Initial Purchasers through the Representative specifically for inclusion therein, it being understood and agreed that the only such information furnished by or on behalf of any Initial Purchaser consists of the information described as such in Section 8(b) hereof.

(b) As of the Execution Time, (i) the Disclosure Package and (ii) any electronic roadshow, when taken together as a whole with the Disclosure Package, did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representation or warranty as to the information contained in or omitted from the Disclosure Package or any such electronic roadshow in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Initial Purchasers through the Representative specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Initial Purchaser consists of the information described as such in Section 8(b) hereof.

(c) None of the Company, its Affiliates, or any person acting on its or their behalf (other than the Initial Purchasers and their respective Affiliates, as to whom the Company makes no representation or warranty) has, directly or indirectly, sold, offered to sell, or solicited offers to buy, any “security” (as defined in the Act) that is or could be integrated for sale with the Notes in a manner that would require the registration of the Securities under the Act.

(d) None of the Company, its Affiliates, or any person acting on its or their behalf (other than the Initial Purchasers and their respective Affiliates, as to whom the Company makes no representation or warranty) has: (i) engaged in any form of general solicitation or general advertising (within the meaning of Rule 502 of Regulation D) in connection with any offer or sale of the Securities or (ii) engaged in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities; and each of the Company, its Affiliates and any person acting on its or their behalf (other than the Initial Purchasers and their respective Affiliates, as to whom the Company makes no representation or warranty) has complied with the offering restrictions requirement of Regulation S.

(e) The Securities satisfy the eligibility requirements of Rule 144A(d)(3) under the Act.

(f) Subject to the accuracy of the representations and warranties of the Initial Purchasers set forth in Section 4 hereof and compliance by the Initial Purchasers with their agreements set forth herein, no registration under the Act of the Securities is required for the offer and sale of the Securities to or by the Initial Purchasers in the manner contemplated herein, in the Disclosure Package and the Final Memorandum.

(g) The Company is not required, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described under “Use of Proceeds” in the Disclosure Package and the Final Memorandum, the Company will not be required, to register as an “investment company” as defined in the Investment Company Act.

(h) The Company has not paid or agreed to pay to any person any compensation for soliciting another to purchase the Securities (except as contemplated in this Agreement).

(i) The Company has not taken, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(j) Each of the Company and its subsidiaries has been duly incorporated or formed and is validly existing and in good standing under the laws of the jurisdiction of its organization with all requisite limited partnership, limited liability company or corporate power and authority, as the case may be, to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Disclosure

Package and the Final Memorandum, and the Company and each Guarantor is duly qualified to do business as a foreign limited partnership, limited liability company or corporation, as the case may be, and is in good standing under the laws of each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a “Material Adverse Effect”).

(k) All of the issued and outstanding equity interests of the Company and each of its subsidiaries (other than White Cliffs and GMP, which are addressed below) have been duly authorized and validly issued (in accordance with the bylaws or limited partnership or limited liability company agreement (collectively, the “Organizational Agreements”) or the certificate of formation or incorporation, or other similar organizational document, in each case, as in effect on the date hereof (collectively, with the Organizational Agreements, the “Organizational Documents”), as applicable, of such entity), are fully paid (in the case of an interest in a limited partnership or limited liability company, to the extent required under the Organizational Documents of such entity) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act or Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the “Delaware LLC Act”), as applicable), and, except as otherwise set forth in the Disclosure Package and the Final Memorandum, all of the issued and outstanding equity interests of the Company’s subsidiaries (other than White Cliffs and GMP, which are addressed below) are owned by the Company either directly or through wholly owned subsidiaries free and clear of any security interest, claim, lien or encumbrance (collectively, “Liens”), except for Liens arising under or in connection with that certain Amended and Restated Credit Agreement, dated as of September 30, 2016, by and among the Company, as borrower, the guarantors named therein, the lenders named therein, and Wells Fargo Bank, National Association, as administrative agent, as amended through the date of this Agreement (the “Credit Agreement”). SemCrude Pipeline, L.L.C., a Delaware limited liability company (“SCPL”), owns a 51% membership interest in White Cliffs, L.L.C., a Delaware limited liability company (“White Cliffs”); such membership interest has been duly authorized and validly issued in accordance with the limited liability company agreement of White Cliffs (such agreement, as in effect on the date hereof, the “White Cliffs LLC Agreement”), is fully paid (to the extent required by the White Cliffs LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and SCPL owns such membership interest free and clear of all Liens, except for Liens arising under or in connection with the Credit Agreement or as described in the Disclosure Package and the Final Memorandum. Glass Mountain Holding, LLC, an Oklahoma limited liability company (“GMH”), owns a 50% interest in Glass Mountain Pipeline, LLC, a Delaware limited liability company (“GMP”); such membership interest has been duly authorized and validly issued in accordance with the limited liability company agreement of GMP (such agreement, as in effect on the date hereof, the “GMP LLC Agreement”), is fully paid (to the extent required by the GMP LLC Agreement) and nonassessable (except as such

nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and GMH owns such membership interest free and clear of all Liens, except for Liens arising under or in connection with the Credit Agreement or as described in the Disclosure Package and the Final Memorandum.

(l) The statements in the Disclosure Package and the Final Memorandum under the headings “Certain United States Federal Tax Consequences”, “Description of the Notes”, “Exchange Offer; Registration Rights”, “Business—Regulation” and “Description of Other Indebtedness”, in each case, to the extent that they purport to summarize the provisions of the law or documents referred to therein, fairly summarize the matters therein described.

(m) This Agreement has been duly authorized, executed and delivered by the Company and the Guarantors; the Registration Rights Agreement has been duly authorized, and, on the Closing Date, will have been duly executed and delivered by the Company and the Guarantors and, assuming the due authorization, execution and delivery thereof by the other parties thereto, will constitute a legal, valid and binding instrument enforceable against the Company and the Guarantors in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, fraudulent transfer, moratorium or other laws affecting creditors’ rights generally from time to time in effect and to general principles of equity and except as rights to indemnification may be limited by applicable law); the Indenture has been duly authorized by the Company and the Guarantors and, assuming due authorization, execution and delivery thereof by the Trustee, when executed and delivered by the Company and the Guarantors, will constitute a legal, valid and binding instrument enforceable against the Company and the Guarantors in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, fraudulent transfer, moratorium or other laws affecting creditors’ rights generally from time to time in effect and to general principles of equity and except as rights to indemnification may be limited by applicable law); the Notes have been duly authorized by the Company and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of this Agreement, will have been duly executed and delivered by the Company and will constitute the legal, valid and binding obligations of the Company entitled to the benefits of the Indenture (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, fraudulent transfer, moratorium or other laws affecting creditors’ rights generally from time to time in effect and to general principles of equity).

(n) Each of the Guarantees has been duly authorized by the applicable Guarantor and, when executed by the applicable Guarantor and delivered to the Trustee in accordance with the terms of the Indenture, will have been duly executed and delivered by such Guarantor and constitute the legal, valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, fraudulent transfer, moratorium or other laws affecting creditors’ rights generally from time to time in effect and to general principles of equity).

(o) Assuming the accuracy of the representations and warranties of the Initial Purchasers set forth in Section 4 hereof and compliance by the Initial Purchasers of their agreements set forth herein, no consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the issuance and sale of the Securities or performance by the Company and the Guarantors of their obligations under this Agreement, the Registration Rights Agreement or the Indenture, except such as have been obtained or made by the Company or the Guarantors and except such as may be required under the Exchange Act or the blue sky laws of any jurisdiction in which the Securities are offered and sold and, in the case of the Registration Rights Agreement, such as will be obtained under the Act, the Trust Indenture Act and applicable state securities laws.

(p) None of the execution and delivery of this Agreement, the Registration Rights Agreement or the Indenture or the consummation of any of the transactions herein or therein contemplated, including the issuance and sale of the Securities as described in the Disclosure Package and the Final Memorandum, or the fulfillment of the terms hereof or thereof will conflict with, result in a breach or violation of, or imposition of any Lien upon any property or assets of the Company or any of its subsidiaries pursuant to (i) the Organizational Documents of the Company or any of its subsidiaries; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, or instrument to which the Company or any of its subsidiaries is a party or bound or to which its or their property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its subsidiaries or any of its or their properties, except, in the case of clauses (ii) and (iii) above, for such conflicts, breaches, violations, or Liens as would not, individually or in the aggregate, have a Material Adverse Effect.

(q) The consolidated historical financial statements and schedules of (i) the Company and its consolidated subsidiaries and (ii) White Cliffs and its consolidated subsidiaries included or incorporated by reference in the Disclosure Package and the Final Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of (i) the Company and its consolidated subsidiaries and (ii) White Cliffs and its consolidated subsidiaries, as applicable, as of the dates and for the periods indicated, comply as to form in all material respects with the applicable accounting requirements of Regulation S-X and have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods indicated (except as otherwise noted therein); the summary financial data set forth under the caption "Summary Historical Consolidated Financial and Operating Data" in the Disclosure Package and the Final Memorandum fairly presents in all material respects, on the basis stated in the Disclosure Package and the Final Memorandum, the information shown thereby. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Disclosure Package, the Preliminary Memorandum and the Final Memorandum fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(r) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the knowledge of the Company, threatened that (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement, the Indenture, the Registration Rights Agreement or the consummation of any of the transactions contemplated hereby or thereby or (ii) would have a Material Adverse Effect.

(s) Each of the Company and its subsidiaries owns or leases all such properties as are necessary to the conduct of its operations as presently conducted, except those that would not, individually or in the aggregate, have a Material Adverse Effect.

(t) None of the Company or any of its subsidiaries is in violation of or default under (i) any provision of its Organizational Documents; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, or instrument to which it is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any such subsidiary of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable, except, in the case of clauses (ii) and (iii) above, for such violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

(u) (i) BDO USA, LLP, who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Disclosure Package and the Final Memorandum, are independent public accountants with respect to the Company in accordance with the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Act.

(ii) BDO USA, LLP, who have certified certain financial statements of White Cliffs and its consolidated subsidiaries and delivered their report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Disclosure Package and the Final Memorandum, are independent public accountants with respect to White Cliffs in accordance with the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Act.

(v) There are no stamp or other issuance or transfer taxes or duties or other similar fees or charges required to be paid in connection with the execution and delivery of this Agreement or the issuance or sale of the Securities.

(w) The Company has filed all applicable tax returns that are required to be filed through the date hereof or has requested extensions thereof (except in any case in which the failure so to file would not have a Material Adverse Effect) and has paid all

taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such assessment, fine or penalty that is currently being contested in good faith or as would not have a Material Adverse Effect.

(x) No labor problem or dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, except as would not have a Material Adverse Effect.

(y) No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends or distributions to the Company, from making any other distribution on such subsidiary's equity interests, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as prohibited by the Credit Agreement, the indenture governing the Existing Notes and any other outstanding debt securities, such subsidiary's Organizational Agreements and the laws of such subsidiary's state of formation or incorporation, as the case may be, or as described in or contemplated in the Disclosure Package or the Final Memorandum (in each case, exclusive of any amendment or supplement thereto).

(z) The Company and each of its subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; all policies of insurance and any fidelity or surety bonds insuring the Company or any of its subsidiaries or their respective businesses, assets, employees, officers and directors are in full force and effect; the Company and its subsidiaries are in compliance with the terms of such policies and instruments in all material respects; there are no material claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of its subsidiaries has been refused any insurance coverage sought or applied for; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(aa) The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by all applicable authorities necessary to conduct their respective businesses in the manner described in the Disclosure Package and the Final Memorandum, except where the failure to possess the same would not, individually or in the aggregate, have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

(bb) The Company and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in the United States and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Disclosure Package, Preliminary Memorandum or Final Memorandum are prepared in accordance with the Commission's rules and guidelines applicable thereto. The Company's and its subsidiaries' internal controls over financial reporting are effective and the Company and its subsidiaries are not aware of any material weakness in such internal controls over financial reporting.

(cc) The Company and its subsidiaries have established and maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act); such disclosure controls and procedures are effective to perform the functions for which they were established.

(dd) The Company and its subsidiaries and their respective facilities (i) are and have at all times in the past been in compliance with any and all applicable Environmental Laws (as defined below); (ii) have received and are in compliance with all permits, licenses, registrations or other approvals, including for the construction of all pipelines and facilities, required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) have not received notice of any actual or potential liability under any Environmental Law, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses, registrations or other approvals, or liability would not, individually or in the aggregate, have a Material Adverse Effect.

(ee) There has been no Release (as defined below) or threatened Release of Regulated Materials (as defined below) at, to or from any property, pipeline or facility, currently or, to the knowledge of the Company, formerly owned, operated or leased by the Company or any of its subsidiaries, which would reasonably be expected to give rise to liability under Environmental Laws, except where such liability under Environmental Laws would not, individually or in the aggregate, have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has been named as a "potentially responsible party" under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(ff) In the ordinary course of its business, the Company periodically reviews the effect of Environmental Laws on the business, operations and properties of the Company and its subsidiaries, in the course of which it identifies and evaluates associated costs and liabilities (including, without limitation, any capital or operating expenditures required for investigation or clean-up, closure of properties or compliance with

Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such review, the Company has reasonably concluded that such associated costs and liabilities would not, individually or in the aggregate, have a Material Adverse Effect.

For purposes of this Agreement, “Environment” means ambient air, indoor air, surface water, groundwater, drinking water, soil, surface and subsurface strata, and natural resources such as wetlands, flora and fauna. “Environmental Laws” means the common law and all federal, state, local and foreign laws or regulations, ordinances, codes, orders, decrees, judgments and injunctions issued, promulgated or entered thereunder, relating to pollution or protection of the Environment, to human health and to the distribution and production of energy, including without limitation, those relating to (i) the Release or threatened Release of Regulated Materials; (ii) the manufacture, processing, gathering, distribution, use, generation, treatment, storage, transport, handling or recycling of Regulated Materials; and (iii) pipeline safety. “Regulated Materials” means any substance, material, pollutant or contaminant, chemical, waste, compound, or constituent, in any form regulated under or which can give rise to liability under any Environmental Law, including without limitation, petroleum and petroleum products, natural gas and natural gas liquids, asbestos and asbestos containing materials. “Release” means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection or leaching into or migration through the Environment, or into, from or through any building, pipeline, structure or facility.

(gg) The subsidiaries listed on Annex A attached hereto are the only “significant subsidiaries” of the Company (as defined in Rule 1-02 of Regulation S-X).

(hh) (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), for which the Company or any member of its “Controlled Group” (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Code) would have any liability (each, a “Plan”) has been maintained in material compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) with respect to each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no failure to satisfy the minimum funding standards under Section 412 of the Code or Section 302 of ERISA, whether or not waived, has occurred or is reasonably expected to occur; (iv) for each Plan that is subject to the funding rules of ERISA or the Code, the fair market value of the assets of each such Plan is not less than the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (v) no Plan is, or is reasonably expected to be, in “at risk status” (within the meaning of Section 303(i) of ERISA) or “endangered status” or “critical status” (within the meaning of Section 305 of ERISA); (vi) no “reportable event” (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur; (vii) each Plan that is

intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, to the knowledge of the Company or any member of its Controlled Group, whether by action or by failure to act, which would cause the loss of such qualification and (viii) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of Plan (including a “multiemployer plan”, within the meaning of Section 4001(a)(3) of ERISA), except, in each case with respect to the events or conditions set forth in clauses (i) through (viii) above, as would not have a Material Adverse Effect.

(ii) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act) (the “USA Patriot Act”), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(iii) Neither the Company nor any of its subsidiaries, nor any director, officer, or employee thereof, nor, to the knowledge of the Company, any agent, Affiliate or representative of the Company or any of its subsidiaries (i) is currently subject to any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”)), the United Nations Security Council, the European Union, the United Kingdom (including sanctions administered or controlled by Her Majesty’s Treasury), the Swiss Secretariat of Economic Affairs, the Hong Kong Monetary Authority, the Monetary Authority of Singapore or other relevant sanctions authority or (ii) will, directly or indirectly, use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity (a “Person”) (A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of any economic sanctions administered or enforced by the United States (including any administered or enforced by OFAC, the U.S. Department of State, or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, the United Kingdom (including sanctions administered or controlled by Her Majesty’s Treasury), the Swiss Secretariat of Economic Affairs, the Hong Kong Monetary Authority, the Monetary Authority of Singapore or other relevant sanctions authority (collectively, “Sanctions”) and such persons, “Sanctioned Persons”) or (B) in any other manner that will result in a violation of Sanctions, or could result in the violation of Sanctions, by any Person (including any Person participating in the offering of the Securities, whether as Initial Purchaser, advisor, investor or otherwise).

(ii) Neither the Company nor any of its subsidiaries, nor any director, officer, or employee thereof, nor, to the knowledge of the Company, any agent, Affiliate or representative of the Company or any of its subsidiaries, is a Person that is, or is 50% or more owned or otherwise controlled by a Person that is: (i) the subject of any Sanctions; or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (currently, Crimea, Cuba, Iran, North Korea, Sudan and Syria) (collectively, “Sanctioned Countries” and each, a “Sanctioned Country”).

(jj) Neither the Company nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding 3 years, nor does the Company or any of its subsidiaries have any plans to increase its dealings or transactions with Sanctioned Persons, or with or in Sanctioned Countries.

(kk) There is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company’s directors or officers, in their capacities as such, to comply in all material respects with any applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”), including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(ll) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any Affiliate, director, officer or employee agent or representative of the Company or of any of its subsidiaries or Affiliates, has taken or will take any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), the Bribery Act of 2010 of the United Kingdom (the “UK Act”) or similar law of any applicable jurisdiction, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment or giving of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “government official” (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in contravention of the FCPA; and the Company, its subsidiaries and, to the knowledge of the Company, its Affiliates have conducted their businesses in compliance with the FCPA, the UK Act or any other similar anti-corruption law of any applicable jurisdiction and have instituted and maintain and will continue to maintain policies and procedures designed to promote and ensure, and which are reasonably expected to continue to promote and ensure, continued compliance therewith and with the representation and warranty contained herein.

(mm) Any certificate signed by any officer of the Company and delivered to the Representative or counsel for the Initial Purchasers in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Initial Purchaser.

(nn) The documents incorporated by reference in the Disclosure Package, the Preliminary Memorandum and the Final Memorandum conformed, and any further documents so incorporated will conform, when filed with the Commission, in all material respects to the requirements of the Exchange Act.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company and the Guarantors agree to sell to each Initial Purchaser, and each Initial Purchaser agrees, severally and not jointly, to purchase from the Company and the Guarantors, at a purchase price of 97.217% of the principal amount thereof, plus accrued interest, if any, from March 15, 2017 to the Closing Date, the principal amount of Securities set forth opposite such Initial Purchaser's name in Schedule I hereto.

3. Delivery and Payment. Delivery of and payment for the Securities shall be made at 10:00 A.M., New York City time, on March 15, 2017, which date and time may be postponed by not more than three Business Days by agreement between the Representative and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representative for the respective accounts of the several Initial Purchasers against payment by the several Initial Purchasers through the Representative of the purchase price thereof to or upon the order of the Company by wire transfer of immediately available funds to the account specified by the Company. Delivery of the Securities shall be made through the facilities of The Depository Trust Company unless the Representative shall otherwise instruct.

4. Offering by Initial Purchasers. (a) The Initial Purchasers propose to make an offering of the Securities at the price and upon the terms set forth in the Disclosure Package and the Final Memorandum as soon as practicable after this Agreement is entered into and as in the judgment of the Initial Purchasers is advisable. Each Initial Purchaser acknowledges that the Securities have not been and will not be registered under the Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Act.

(b) Each Initial Purchaser, severally and not jointly, represents and warrants to and agrees with the Company that:

(i) it has not offered or sold, and will not offer or sell, any Securities within the United States or to, or for the account or benefit of, U.S. persons (x) as part of their distribution at any time or (y) otherwise until 40 days after the later of the commencement of the offering and the date of the closing of the offering except:

(A) to those it reasonably believes to be "qualified institutional buyers" (as defined in Rule 144A under the Act), or

(B) in accordance with Rule 903 of Regulation S;

(ii) neither it nor any person acting on its behalf has made or will make offers or sales of the Securities in the United States by means of any form of general solicitation or general advertising (within the meaning of Rule 502 of Regulation D) in the United States or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Act;

(iii) in connection with each sale pursuant to Section 4(b)(i)(A), it has taken or will take reasonable steps to ensure that the purchaser of such Securities is aware that such sale may be made in reliance on Rule 144A;

(iv) neither it, nor any of its Affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities;

(v) it is an “accredited investor” (as defined in Rule 501(a) of Regulation D);

(vi) it has complied and will comply with the offering restrictions requirement of Regulation S;

(vii) at or prior to the confirmation of sale of Securities (other than a sale of Securities pursuant to Section 4(b)(i)(A) of this Agreement), it shall have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it during the distribution compliance period (within the meaning of Regulation S) a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the “Act”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the date of closing of the offering, except in either case in accordance with Regulation S or Rule 144A under the Act. Terms used in this paragraph have the meanings given to them by Regulation S.”

5. Agreements. The Company agrees with each Initial Purchaser that:

(a) The Company will furnish to each Initial Purchaser and to counsel for the Initial Purchasers, without charge, until the completion of the sale of the Securities by the Initial Purchasers, as many copies of the materials contained in the Disclosure Package and the Final Memorandum and any amendments and supplements thereto as they may reasonably request.

(b) The Company will prepare a Final Term Sheet, containing solely a description of final terms of the Securities and the offering thereof, in the form approved by the Representative and attached as Schedule II hereto.

(c) Until the later of (i) the completion of the sale of the Securities by the Initial Purchasers and (ii) the Closing Date, the Company will not amend or supplement the Disclosure Package or the Final Memorandum, without the prior written consent of the Representative.

(d) If at any time prior to the completion of the sale of the Securities by the Initial Purchasers (as determined by the Representative), any event occurs as a result of which the Disclosure Package or the Final Memorandum, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Disclosure Package or the Final Memorandum to comply with applicable law, the Company will promptly (i) notify the Representative of any such event; (ii) subject to the requirements of Section 5(c), prepare an amendment or supplement that will correct such statement or omission or effect such compliance; and (iii) supply any supplemented or amended Disclosure Package or Final Memorandum to the several Initial Purchasers and counsel for the Initial Purchasers without charge in such quantities as they may reasonably request.

(e) Without the prior written consent of the Representative, the Company has not given and will not give to any prospective purchaser of the Securities any written information concerning the offering of the Securities other than materials contained in the Disclosure Package, the Final Memorandum or any other offering materials prepared by or with the prior written consent of the Representative.

(f) The Company will cooperate with the Initial Purchasers in arranging, if necessary, for the qualification of the Securities for sale by the Initial Purchasers under the laws of such jurisdictions as the Representative may designate and will maintain such qualifications in effect so long as required for the sale of the Securities; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits in any jurisdiction where it is not now so subject. The Company will promptly advise the Representative of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(g) Prior to the one year anniversary of the Closing Date, the Company will not, and will not permit any of its Affiliates to, resell any Securities that constitute "restricted securities" under Rule 144 under the Act that have been reacquired by any of them.

(h) None of the Company, its Affiliates, or any person acting on its or their behalf will, directly or indirectly, make offers or sales of any "security" (as defined in the Act), or solicit offers to buy any security, that could be integrated with the sale of the Securities in a manner which would require the registration of the Securities under the Act.

(i) None of the Company, its Affiliates, or any person acting on its or their behalf will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Securities; and each of them will comply with the offering restrictions requirement of Regulation S.

(j) None of the Company, its Affiliates, or any person acting on its or their behalf will engage in any form of general solicitation or general advertising (within the meaning of Rule 502 of Regulation D) in connection with any offer or sale of the Securities in the United States.

(k) For so long as any of the Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Act, the Company, during any period in which it is not subject to and in compliance with Section 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, will provide to each holder of such restricted securities and to each prospective purchaser (as designated by such holder) of such restricted securities, upon the request of such holder or prospective purchaser, any information required to be provided pursuant to Rule 144A(d)(4) under the Act. This covenant is intended to be for the benefit of the holders, and the prospective purchasers designated by such holders, from time to time of such restricted securities.

(l) The Company will cooperate with the Representative and use its best efforts to permit the Securities to be eligible for clearance and settlement through The Depository Trust Company.

(m) Each of the Securities will bear, to the extent applicable, the legend contained in “Transfer Restrictions” in the Preliminary Memorandum and the Final Offering Circular for the time period and upon the other terms stated therein.

(n) The Company and its subsidiaries will not for a period of 45 days following the Execution Time, without the prior written consent of Credit Suisse, offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any debt securities issued or guaranteed by the Company or any of its subsidiaries (other than the Securities and other than as required by the Registration Rights Agreement as contemplated herein).

(o) The Company will not take, directly or indirectly, any action designed to, or that has constituted or that might reasonably be expected to, cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(p) The Company will, for a period of twelve months following the Execution Time, furnish to the Representative all reports or other communications (financial or other) generally made available to its shareholders and deliver such reports and communications to the Representative as soon as they are available, unless such documents are furnished to or filed with the Commission or any securities exchange on which any class of securities of the Company is listed and generally made available to the public.

(q) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation of the Indenture and the Registration Rights Agreement, the issuance of the Securities and the fees of the Trustee; (ii) the preparation, printing or reproduction of the materials contained in the Disclosure Package and the Final Memorandum and each amendment or supplement to either of them; (iii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the materials contained in the Disclosure Package and the Final Memorandum, and all amendments or supplements to either of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iv) the authentication, issuance and delivery of the Securities; (v) any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (vi) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (vii) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states and any other jurisdictions specified pursuant to Section 5(f) (including filing fees and the reasonable fees and expenses of counsel for the Initial Purchasers relating to such registration and qualification); (viii) the transportation and other expenses incurred by or on behalf of the Company's representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; and (x) all other costs and expenses incident to the performance by the Company of their obligations hereunder. Except as provided in this Section 5(q) and Sections 7 and 8 hereof, the Initial Purchasers shall pay their own expenses, including the fees and disbursements of their counsel.

(r) The Company will apply the net proceeds from the sale of the Securities as described under "Use of Proceeds" in the Disclosure Package and the Final Memorandum, and on or about the Closing Date will submit an irrevocable notice of redemption to the trustee under the indenture governing the Existing Notes with respect to any Existing Notes not purchased in the Tender Offer.

6. Conditions to the Obligations of the Initial Purchasers. The obligations of the Initial Purchasers to purchase the Securities shall be subject to the accuracy of the representations and warranties of the Company contained herein at the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the satisfaction or waiver of the following additional conditions on or prior to the Closing Date:

(a) The Company shall have requested and caused (i) Conner & Winters, LLP, counsel for the Company and the Guarantors, to furnish its usual and customary opinion and negative assurance letter and (ii) Gibson Dunn Crutcher, LLP, special counsel for the Company and the Guarantors, to furnish its usual and customary opinion, each dated the Closing Date and addressed and reasonably satisfactory to the Representative, the forms of which are attached hereto as Exhibit A-1 and A-2, respectively.

(b) In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the jurisdiction of incorporation of the Company, the State of New York or the federal laws of the United States, to the extent they deem proper and specified in such opinion, upon the opinion of other counsel of good standing whom they believe to be reliable and who are satisfactory to counsel for the Initial Purchasers and (B) as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials. References to the Disclosure Package, the Preliminary Memorandum and the Final Memorandum in this Section 6(b) include any amendment or supplement thereto at the Closing Date.

(c) The Representative shall have received from Cahill Gordon & Reindel LLP, counsel for the Initial Purchasers, such opinion or opinions, dated the Closing Date and addressed to the Representative, with respect to the issuance and sale of the Securities, the Indenture, the Registration Rights Agreement, the Disclosure Package, the Final Memorandum (as amended or supplemented at the Closing Date) and other related matters as the Representative may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Representative a certificate of the Company, signed by (x) the Chairman of the Board or the President and (y) the principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Disclosure Package and the Final Memorandum and any supplements or amendments thereto, and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and

(ii) since the date of the most recent audited financial statements included or incorporated by reference in the Disclosure Package and the Final Memorandum (exclusive of any amendment or supplement thereto), there has not occurred any Material Adverse Effect.

(e) At the Execution Time and at the Closing Date, the Company shall have requested and caused BDO USA, LLP to furnish to the Representative a “comfort letter,” dated as of the Execution Time, and a “bring down comfort letter,” dated as of the Closing Date, with respect to the Company and White Cliffs, as applicable, in each case, in form and substance satisfactory to the Representative, confirming that they are independent accountants within the meaning of the Exchange Act and the applicable

published rules and regulations thereunder and confirming certain matters with respect to the audited and unaudited financial statements and other financial and accounting information included or incorporated by reference in the Disclosure Package and the Final Memorandum, including any amendment or supplement thereto as of the date of the applicable letter.

(f) Subsequent to the Execution Time and on or prior to the Closing Date, there shall not have occurred a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Final Memorandum (exclusive of any amendment or supplement thereto), the effect of which is, in the sole judgment of the Representative, to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated in the Disclosure Package and the Final Memorandum (exclusive of any amendment or supplement thereto).

(g) The Securities shall be eligible for clearance and settlement through The Depository Trust Company.

(h) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 3(a)(62) of the Exchange Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) The Representative shall have received evidence reasonably satisfactory to it of (i) delivery, either prior to or simultaneously with the purchase of the Securities by the Initial Purchasers, of one or more irrevocable notices for the redemption of all of the outstanding Existing Notes and (ii) the Satisfaction and Discharge.

(j) Prior to the Closing Date, the Company shall have furnished to the Representative such further information, certificates and documents as the Representative may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representative and counsel for the Initial Purchasers, this Agreement and all obligations of the Initial Purchasers hereunder may be cancelled at, or at any time prior to, the Closing Date by the Representative. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 will be delivered at the office of counsel for the Initial Purchasers, at 80 Pine Street, New York, New York 10005, on the Closing Date.

7. Reimbursement of Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Initial Purchasers set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10

hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Initial Purchasers, the Company will reimburse the Initial Purchasers severally through Credit Suisse on demand for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) The Company agrees to indemnify and hold harmless each Initial Purchaser, the directors, officers, employees, Affiliates and agents of each Initial Purchaser and each person who controls any Initial Purchaser within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other U.S. federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities or actions in respect thereof arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Memorandum, the Final Memorandum, any electronic roadshow or any Issuer Written Information, or in any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Memorandum, the Final Memorandum, any electronic roadshow or any Issuer Written Information, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Initial Purchaser through the Representative specifically for inclusion therein. This indemnity agreement will be in addition to any liability that the Company may otherwise have.

(b) Each Initial Purchaser severally, and not jointly, agrees to indemnify and hold harmless the Company, each of its directors, each of its officers, and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity to each Initial Purchaser, but only with reference to written information relating to such Initial Purchaser furnished to the Company by or on behalf of such Initial Purchaser through the Representative specifically for inclusion in the Preliminary Memorandum or the Final Memorandum (or in any amendment or supplement thereto), and will reimburse the Company and such other persons for all out-of-pocket expenses reasonably incurred by the Company or such other persons in connection with investigating or defending any such action or claim as such expenses are incurred. This indemnity agreement will be in addition to any liability that any Initial Purchaser may otherwise have. The Company acknowledges that the statements set forth in the eighth and ninth paragraphs under the heading "Plan of Distribution" in the Preliminary Memorandum and the Final Memorandum constitute the only written information furnished to the Company by or on behalf of any Initial Purchaser for inclusion in the Preliminary Memorandum or the Final Memorandum or in any amendment or supplement thereto.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include an admission of fault, culpability or failure to act by or on behalf of such indemnified party. An indemnifying party shall not be liable under this Section 8 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld, but if settled with such consent or if there is a final judgment for the plaintiff, such indemnifying party agrees to indemnify the indemnified party in accordance with this Section 8.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Initial Purchasers severally agree to contribute to the aggregate losses,

claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending any loss, claim, damage, liability or action) (collectively “Losses”) to which the Company and one or more of the Initial Purchasers may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Initial Purchasers on the other from the offering of the Securities; provided, however, that in no case shall any Initial Purchaser be responsible for any amount in excess of the purchase discount or commission applicable to the Securities purchased by such Initial Purchaser hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Initial Purchasers severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Initial Purchasers on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Initial Purchasers shall be deemed to be equal to the total purchase discounts and commissions. Relative fault shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Initial Purchasers on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Initial Purchasers agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Initial Purchaser within the meaning of either the Act or the Exchange Act and each director, officer, employee, Affiliate and agent of an Initial Purchaser shall have the same rights to contribution as such Initial Purchaser, and each person who controls the Company within the meaning of either the Act or the Exchange Act and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Initial Purchaser. If any one or more Initial Purchasers shall fail to purchase and pay for any of the Securities agreed to be purchased by such Initial Purchaser hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Initial Purchasers shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Initial Purchasers) the Securities which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Initial Purchaser or Initial Purchasers agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule I hereto, the remaining Initial Purchasers shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Initial Purchasers do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting

Initial Purchaser or the Company. In the event of a default by any Initial Purchaser as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representative shall determine in order that the required changes in the Final Memorandum or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Initial Purchaser of its liability, if any, to the Company or any nondefaulting Initial Purchaser for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representative, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in any securities of the Company or trading in securities generally on the New York Stock Exchange or the NASDAQ Global Market shall have been suspended or limited or minimum prices shall have been established on such exchange; (ii) a banking moratorium shall have been declared either by U.S. federal or New York authorities; or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representative, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated in the Disclosure Package and the Final Memorandum (exclusive of any amendment or supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Initial Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Initial Purchasers or the Company or any of the indemnified persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representative, will be mailed, delivered or telefaxed to Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010-3629, attention of IBCM-Legal, fax no. (212) 325-4296; or, if sent to the Company, will be mailed, delivered or telefaxed to (918) 524-8587 and confirmed to it at Two Warren Place, 6120 S. Yale Avenue, Suite 1500, Tulsa, OK 74136-4231, attention of General Counsel.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the indemnified persons referred to in Section 8 hereof and their respective successors, and, except as expressly set forth in Section 5(k) hereof, no other person will have any right or obligation hereunder. The term "successors" shall not include any subsequent purchaser of any Securities from any Initial Purchaser merely by reason of such purchase.

14. Jurisdiction. The parties hereto agree that any suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted in any State or U.S. federal court in The City of New York and County of New York, and waive any objection which they may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submit to the exclusive jurisdiction of such courts in any suit, action or proceeding.

15. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Initial Purchasers, or any of them, with respect to the subject matter hereof.

16. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

17. Waiver of Jury Trial. The Company hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

18. No Fiduciary Duty. The Company hereby acknowledges that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Initial Purchasers and any Affiliate through which it may be acting, on the other, (b) the Initial Purchasers are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Initial Purchasers in connection with the offering of the Securities and the process leading up to such offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with such offering (irrespective of whether any of the Initial Purchasers has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Initial Purchasers have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

19. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act, the Initial Purchasers are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Initial Purchasers to properly identify their respective clients.

20. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

21. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

22. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

“Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Affiliate” shall have the meaning specified in Rule 501(b) of Regulation D.

“Business Day” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in The City of New York.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commission” shall mean the Securities and Exchange Commission.

“Credit Suisse” shall mean Credit Suisse Securities (USA) LLC.

“Disclosure Package” shall mean (i) the Preliminary Memorandum, as amended or supplemented at the Execution Time, (ii) the Final Term Sheet and (iii) any Issuer Written Information.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Execution Time” shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

“Final Term Sheet” shall mean the term sheet prepared pursuant to Section 5(b) hereof and in the form attached as Schedule II hereto.

“Investment Company Act” shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Issuer Written Information” shall mean the writings, in addition to the Preliminary Memorandum and the Final Term Sheet, that the parties expressly agree in writing to treat as part of the Disclosure Package, as set forth on Schedule III hereto.

“Regulation D” shall mean Regulation D under the Act.

“Regulation S” shall mean Regulation S under the Act.

“Regulation S-X” shall mean Regulation S-X under the Act.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement between the Company, the Guarantors and the several Initial Purchasers.

[*Signature pages follow*]

Very truly yours,

SemGroup Corporation

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

Rose Rock Finance Corporation

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

Rose Rock Midstream Operating, LLC

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

Rose Rock Midstream Energy GP, LLC

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

Rose Rock Midstream Crude, L.P.

By: Rose Rock Midstream Energy GP, LLC, such
Guarantor's General Partner

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

[SemGroup Purchase Agreement]

Rose Rock Midstream Field Services, LLC

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

SemGas, L.P.

SemMaterials, L.P.

By: SemOperating G.P., L.L.C., each such Guarantor's
General Partner

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

SemGroup Europe Holding, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

SemOperating G.P., L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

SemMexico, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

[SemGroup Purchase Agreement]

SemDevelopment, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald
Title: Chief Financial Officer

Mid-America Midstream Gas Services, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald
Title: Chief Financial Officer

SemCrude Pipeline, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald
Title: Chief Financial Officer

Wattenberg Holding, LLC

By: Rose Rock Midstream Operating, LLC, such
Guarantor's sole member and manager

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald
Title: Chief Financial Officer

Glass Mountain Holding, LLC

By: Rose Rock Midstream Operating, LLC, such
Guarantor's sole member and manager

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald
Title: Chief Financial Officer

[SemGroup Purchase Agreement]

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Credit Suisse Securities (USA) LLC

By: /s/ Max Lipkind
Name: Max Lipkind
Title: Managing Director

For itself and the other several Initial Purchasers named in Schedule I to the foregoing Agreement.

[SemGroup Purchase Agreement]

SCHEDULE I

<u>Initial Purchasers</u>	<u>Principal Amount of Notes to be Purchased</u>
Credit Suisse Securities (USA) LLC	\$ 104,000,000
RBC Capital Markets, LLC	65,000,000
Citigroup Global Markets Inc.	26,000,000
J.P. Morgan Securities LLC	26,000,000
SunTrust Robinson Humphrey, Inc.	26,000,000
TD Securities (USA) LLC	26,000,000
Capital One Securities, Inc.	13,000,000
Deutsche Bank Securities Inc.	13,000,000
Morgan Stanley & Co. LLC	13,000,000
Wells Fargo Securities, LLC	13,000,000
Total	\$ 325,000,000

SCHEDULE II

[See attached]

\$325,000,000
SemGroup Corporation
6.375% Senior Notes due 2025

March 8, 2017

Pricing Supplement dated March 8, 2017 to Preliminary Offering Circular dated March 8, 2017 of SEMGROUP CORPORATION.

This Pricing Supplement is qualified in its entirety by reference to the Preliminary Offering Circular. Capitalized terms used below have the meanings given in the Preliminary Offering Circular.

The information in this Pricing Supplement supplements the Preliminary Offering Circular and supersedes the information in the Preliminary Offering Circular to the extent inconsistent with the information in the Preliminary Offering Circular.

The notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other jurisdiction, and are being offered only (1) to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) and (2) outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act.

Principal Amount:	\$325,000,000
Title of Securities:	6.375% Senior Notes due 2025
Final Maturity Date:	March 15, 2025
Issue Price:	98.467%, plus accrued interest from the issue date
Gross Proceeds:	\$320,017,750
Coupon:	6.375%
Yield to Maturity:	6.625%
Spread to Treasury:	414 basis points
Benchmark Treasury:	2.000% UST due February 15, 2025
Record Dates:	March 1 and September 1
Interest Payment Dates:	March 15 and September 15
First Interest Payment Date:	September 15, 2017
Trade Date:	March 8, 2017
Settlement Date:	March 15, 2017 (T+5). It is expected that delivery of the notes will be made against payment therefor on or about March 15, 2017, which is the fifth business day following the date of pricing of the notes (such settlement cycle being referred to as "T+5"). Under Rule 15c-1 of the Exchange

Act, trades in the secondary market generally are required to settle in three business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes prior to the date that is three business days preceding the settlement date will be required, by virtue of the fact that the notes initially will settle in T+5, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes during such period should consult their own advisor.

Optional Redemption:

Schedule of Redemption Prices

Except as described below, the notes are not redeemable at the Company's option prior to March 15, 2020. On and after such date, the Company may redeem the notes, in whole or in part, upon not less than 15 nor more than 60 days' prior notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon to, but not including, the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on March 15 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2020	103.188%
2021	101.594%
2022 and thereafter	100.000%

Make Whole

In addition, prior to March 15, 2020, the Company may redeem all or a part of the notes, upon not less than 15 nor more than 60 days' prior notice, at a redemption price equal to:

- 100% of the principal amount of notes redeemed, *plus*
- the Applicable Premium as of, and accrued and unpaid interest to, the redemption date, subject to the rights of holders on the relevant record date to receive interest due on the relevant interest payment date.

"Applicable Premium" means, with respect to any note on any redemption date, the greater of (A) 1.00% of the principal

amount of such note and (B) the excess, if any, of (1) the present value at such redemption date of (a) the redemption price of such note at March 15, 2020 *plus* (b) all required interest payments due on such note through March 15, 2020 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points, *over* (2) the principal amount of such note.

“Treasury Rate” means, as of any redemption date, the yield to maturity as of the earlier of (a) such redemption date or (b) the date on which such notes are defeased or satisfied and discharged, of United States of America Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such date (or, if such Statistical Release is no longer published (or the relevant information no longer published therein), any publicly available source of similar market data)) most nearly equal to the period from the redemption date to March 15, 2020; *provided, however*, that if the period from the redemption date to March 15, 2020, is less than one year, the weekly average yield on actually traded United States of America Treasury securities adjusted to a constant maturity of one year will be used.

Equity Offerings

Prior to March 15, 2020, the Company may, at its option, on one or more occasions, redeem up to 35% of the sum of the original aggregate principal amount of notes (and the original principal amount of any Additional Notes) issued under the Indenture at a redemption price equal to 106.375% of the aggregate principal amount thereof, *plus* accrued and unpaid interest thereon to, but not including, the redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date, with an amount of cash not greater than the net cash proceeds of one or more Equity Offerings of the Company or any direct or indirect parent of the Company to the extent such net proceeds are contributed to the Company; *provided* that:

(1) at least 65% of the sum of the aggregate principal amount of notes originally issued under the Indenture and the original principal amount of any Additional Notes issued under the Indenture remain outstanding immediately after the occurrence of each such redemption; and

(2) each such redemption occurs within 180 days of the date of closing of each such Equity Offering.

Distribution:	144A and Regulation S with registration rights as set forth in the Preliminary Offering Circular.
Use of Proceeds:	The Company plans to use the net proceeds from the offering, together with cash on hand, (i) to purchase any and all of its outstanding 7.5% Senior Notes due 2021 (the “2021 Notes”) that are validly tendered by holders thereof and accepted by the Company pursuant to the concurrent tender offer and to redeem any 2021 Notes not purchased in the tender offer, (ii) to pay the fees and expenses associated with the tender offer, any redemption of the 2021 Notes and this offering and (iii) for general corporate purposes.
Ratings*:	S&P: B+ Moody’s: B2
Joint Book-Running Managers:	Credit Suisse Securities (USA) LLC RBC Capital Markets, LLC Citigroup Global Markets Inc. J.P. Morgan Securities LLC SunTrust Robinson Humphrey, Inc. TD Securities (USA) LLC Capital One Securities, Inc. Deutsche Bank Securities Inc. Morgan Stanley & Co. LLC Wells Fargo Securities, LLC
CUSIP:	144A: 81663A AC9 Reg S: U81569 AB8
ISIN:	144A: US81663AAC99 Reg S: USU81569AB86

This material is confidential and is for your information only and is not intended to be used by anyone other than you. This information does not purport to be a complete description of these securities or the offering. Please refer to the Preliminary Offering Circular for a complete description.

This communication is being distributed in the United States solely to qualified institutional buyers (as defined in Rule 144A under the Securities Act) and outside the United States solely to non-U.S. persons as defined under Regulation S in accordance with the applicable provisions of Regulation S.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

*** A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time, and each rating should be evaluated independently of any other rating.**

None.

ANNEX A

Significant Subsidiaries

SemDevelopment, L.L.C., a Delaware limited liability company

Maurepas Pipeline, LLC, a Delaware limited liability company

SemGroup Netherlands B.V., a private limited liability company incorporated under the laws of the Netherlands

SemCrude Pipeline, L.L.C., a Delaware limited liability company

Rose Rock Midstream Operating, LLC, a Delaware limited liability company

Rose Rock Midstream Crude, L.P., a Delaware limited partnership

Rose Rock Midstream Field Services, LLC, a Delaware limited liability company

SemCanada II, L.P., an Oklahoma limited partnership

SemCAMS ULC, a Nova Scotia unlimited company

SemGas, L.P., an Oklahoma limited partnership

SemMaterials Mexico S. de R.L. de C.V., a *Sociedad de Responsabilidad Limitada de Capital Variable* organized under the laws of the United Mexican States.

EXHIBIT A-1

Form of Opinion of Conner & Winters, LLP

- (i) Assuming the accuracy of the representations and warranties and compliance with the agreements and covenants contained in the Purchase Agreement, no registration under the Act of the Securities, and no qualification of an indenture under the Trust Indenture Act with respect thereto, are required in connection with the purchase of the Securities by the Initial Purchasers or the initial offer and sale by the Initial Purchasers of the Securities in the manner contemplated in the Purchase Agreement, in the Disclosure Package and in the Final Memorandum, other than any registration or qualification that may be required in connection with an exchange offer contemplated by the Disclosure Package and the Final Memorandum or in connection with the Registration Rights Agreement. Such counsel expresses no opinion, however, as to when or under what circumstances any Securities initially sold by the Initial Purchasers may be reoffered or resold.
- (ii) To such counsel's knowledge and except as set forth or contemplated in the Disclosure Package and the Final Memorandum, there is no pending or threatened action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Guarantors or its or their property that, if the subject of an unfavorable decision, ruling or finding would, individually or in the aggregate, have a Material Adverse Effect.
- (iii) The statements in the Preliminary Memorandum and the Final Memorandum under the heading "Certain United States Federal Income Tax Considerations," insofar as such statements constitute matters of law or summaries of legal matters, fairly summarize the matters therein described in all material respects.
- (iv) Each of the Company and the Guarantors has been duly incorporated or formed, as applicable, and is validly existing and in good standing under the laws of the jurisdiction in which it is chartered or organized, with all requisite power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Disclosure Package and the Final Memorandum. Each of the Company and the Guarantors is duly qualified to do business as a foreign corporation, foreign limited liability company or foreign limited partnership, as applicable, and is in good standing under the laws of each jurisdiction which requires such qualification, except for such jurisdictions where the failure to be so qualified or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.
- (v) All the outstanding shares of capital stock, membership interests, limited and general partner interests and other ownership interests, as applicable, of the Company and each Guarantor have been duly authorized and validly issued and, with respect to the Company and each Guarantor that is a corporation, are fully paid and nonassessable, and, except as otherwise set forth in the Disclosure Package and the Final Memorandum, all such ownership interests of each Guarantor are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest and, to such counsel's knowledge, any other security interest, claim, lien or encumbrance.

(vi) None of the execution and delivery of the Indenture, the Registration Rights Agreement or the Purchase Agreement by the Company and the Guarantors, the issuance and sale of the Securities or the consummation of any other of the transactions contemplated therein (other than performance under the indemnification sections of the Purchase Agreement and the Registration Rights Agreement, as to which no opinion is herein rendered): (i) will result in any violation of the provisions of the charter, by-laws or comparable constituent documents of the Company or any Guarantor; (ii) will constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of the Guarantors pursuant to the agreements and instruments listed on Exhibit A hereto; or (iii) will result in any violation of any statute, law, rule, regulation or administrative regulation applicable to the Company or any Guarantor which in such counsel's experience would normally apply to transactions of the type contemplated by the Indenture, the Registration Right Agreement or the Purchase Agreement or any administrative or court judgment, order or decree known to us applicable to the Company or any Guarantor, except, in the case of clauses (ii) and (iii) above, for such breaches, violations, liens, charges or encumbrances as would not, individually or in the aggregate, have a Material Adverse Effect.

(vii) The Purchase Agreement has been duly authorized, executed and delivered by the Company and each of the Guarantors.

(viii) The Indenture has been duly authorized, executed and delivered by the Company and each of the Guarantors.

(ix) The Notes have been duly authorized by the Company.

(x) The Guarantees have been duly authorized by the Guarantors.

(xi) The Registration Rights Agreement has been duly authorized, executed and delivered by the Company and each of the Guarantors.

(xii) The statements in the Preliminary Memorandum and Final Memorandum under the heading "Exchange Offer; Registration Rights," insofar as such statements purport to summarize certain provisions of the Registration Rights Agreement, fairly summarize such provisions in all material respects.

(xiii) Assuming the accuracy of the representations and warranties and compliance with the agreements and covenants contained in the Purchase Agreement, no consent, approval, authorization, filing with or order of any court or governmental agency or body, other than such consents, approvals, authorizations, filings or orders that have been obtained or made, is required in connection with the transactions contemplated under the Purchase Agreement, the Indenture or the Registration Rights Agreement, except such as may be required under the Exchange Act, state securities or blue sky laws or any other securities laws of any jurisdiction in which the Securities are offered or sold and, in the case of the Registration Rights Agreement, such as will be obtained under the Act and the Trust Indenture Act (it being understood that such counsel expresses no opinion with respect to such securities law requirements beyond that set forth in paragraph (i) above).

Form of Negative Assurance Letter of Conner & Winters, LLP

March 15, 2017

Credit Suisse Securities (USA) LLC
As Representative of the Initial Purchasers
listed on Schedule I hereto
c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010-3629

Ladies and Gentlemen:

We have acted as counsel to SemGroup Corporation, a Delaware corporation (the "Company"), and to Rose Rock Finance Corporation, a Delaware corporation, Rose Rock Midstream Operating, LLC, a Delaware limited liability company, Rose Rock Midstream Energy GP, LLC, a Delaware limited liability company, Rose Rock Midstream Crude, L.P., a Delaware limited partnership, Rose Rock Midstream Field Services, LLC, a Delaware limited liability company, SemGas, L.P., a Oklahoma limited partnership, SemMaterials, L.P., an Oklahoma limited partnership, SemGroup Europe Holding, L.L.C., a Delaware limited liability company, SemOperating G.P., L.L.C., an Oklahoma limited liability company, SemMexico, L.L.C., an Oklahoma limited liability company, SemDevelopment, L.L.C., a Delaware limited liability company, Mid-America Midstream Gas Services, L.L.C., an Oklahoma limited liability company, SemCrude Pipeline, L.L.C., a Delaware limited liability company, Wattenberg Holding, LLC, an Oklahoma limited liability company, and Glass Mountain Holding, LLC, an Oklahoma limited liability company (the "Guarantors"), in connection with the sale on the date hereof of \$325,000,000 principal amount of 6.375% Senior Notes due 2025 of the Company (the "Notes") to the several initial purchasers (the "Initial Purchasers") named in Schedule I to that certain Purchase Agreement dated as of March 8, 2017 among the Company, the Guarantors and you as the Representative of the Initial Purchasers (the "Purchase Agreement").

This letter is furnished to you pursuant to Section 6(a)(i) of the Purchase Agreement. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

We have participated in conferences with officers and other representatives of the Company, representatives of the independent registered public accountants for the Company and with representatives of the Initial Purchasers at which the contents of the Disclosure Package and the Final Memorandum and related matters were discussed and, although we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Disclosure Package or the Final Memorandum (other than as specified in paragraphs (iii) and (xii) of our opinion being delivered to you on the date hereof), on the basis of the foregoing, nothing has come to our attention which would lead us to believe that the Disclosure Package, as of the first time when sales of the Securities are made, or that the Final Memorandum, as of its date or at the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make

the statements therein, in the light of the circumstances under which they were made, not misleading (it being understood that we express no opinion or belief as to the content of the financial statements or other financial data derived therefrom or assessments of or reports on the effectiveness of internal control over financial reporting included in the Disclosure Package or the Final Memorandum or any amendments or supplements thereto).

We are furnishing this letter to you pursuant to the Purchase Agreement. It is for the sole benefit of and may only be relied upon by you and the Initial Purchasers and your counsel, and it is not to be quoted in whole or in part or otherwise referred to, nor is it to be filed with or delivered or communicated to any government agency or any other person, without our prior written consent.

Very truly yours,

EXHIBIT A-2

Form of Opinion of Gibson Dunn & Crutcher LLP

- (i) The Indenture constitutes a legal, valid and binding obligation of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with its terms.
- (ii) When the Notes have been duly executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers in accordance with the terms of the Purchase Agreement, the Notes and the Guarantee of each Guarantor will be legal, valid and binding obligations of the Company and each such Guarantor, respectively, enforceable against them in accordance with their terms.
- (iii) The execution and delivery by the Company and each of the Guarantors of the Closing Date Note Documents to which they are a party, the performance of their obligations thereunder, and the issuance by the Company and the Guarantors of the Notes and the Guarantees to the Initial Purchasers, do not and will not (A) result in a breach of or default under or (B) result in or require the creation or imposition of any lien or encumbrance upon any assets of such obligor under any agreement listed on **Annex B** (the “**Specified Contracts**”).
- (iv) Insofar as the statements in the Offering Circular under the caption “Description of the Notes” purport to describe specific provisions of the Notes or the other Closing Date Note Documents, such statements present in all material respects an accurate summary of such provisions.
- (v) To the extent that the statements in the Offering Circular under the caption “Description of Other Indebtedness—SemGroup Credit Agreement” purport to describe specific provisions of the Credit Agreement (as defined on **Annex B**), such statements present in all material respects an accurate summary of such provisions.
- (vi) To the extent that the statements in the Offering Circular under the caption “Description of Other Indebtedness—7.5% Senior Notes due 2021” purport to describe specific provisions of the 2013 Indenture (as defined on **Annex B**) and the Senior Notes Due 2021 (as defined on **Annex B**), such statements present in all material respects an accurate summary of such provisions.
- (vii) To the extent that the statements in the Offering Circular under the caption “Description of Other Indebtedness—5.625% Senior Notes due 2022” purport to describe specific provisions of the 2014 Indenture (as defined on **Annex B**) and the Senior Notes Due 2022 (as defined on **Annex B**), such statements present in all material respects an accurate summary of such provisions.
- (viii) To the extent that the statements in the Offering Circular under the caption “Description of Other Indebtedness—5.625% Senior Notes due 2023” purport to describe specific provisions of the 2015 Indenture (as defined on **Annex B**) and the Senior Notes Due 2023 (as defined on **Annex B**), such statements present in all material respects an accurate summary of such provisions.



SemGroup Corporation Announces Pricing of \$325 Million Senior Notes

Tulsa, Okla. – March 8, 2017 - SemGroup[®] Corporation (NYSE:SEMG) today announced the pricing of its previously announced senior unsecured notes due 2025 (the Notes). The Notes mature on March 15, 2025, will pay interest at the rate of 6.375% per year and were priced at 98.467% of par to yield 6.625%. This offering is expected to close on March 15, 2017, subject to customary closing conditions.

SemGroup intends to use the net proceeds of this offering, together with cash on hand: (i) to purchase all of SemGroup's outstanding 7.50% Senior Notes due 2021 pursuant to its concurrent tender offer, and, if necessary, redeem any such notes not acquired in the tender offer, (ii) to pay the fees and expenses associated with the tender offer, the related redemption and the offering of the Notes, and (iii) for general corporate purposes.

This press release is neither an offer to sell nor a solicitation of an offer to buy the Notes or any other securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful. The Notes and the guarantees thereof have not been registered under the Securities Act of 1933, as amended (the Securities Act), or any state securities laws and may not be offered or sold in the United States absent registration or applicable exemption from the registration requirements under the Securities Act and applicable state securities laws. The Notes are expected to be offered and sold only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to non-U.S. persons outside of the United States pursuant to Regulation S under the Securities Act. This press release is being issued in accordance with Rule 135c under the Securities Act.

Forward-Looking Statements

Certain matters contained in this Press Release include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We make these forward-looking statements in reliance on the safe harbor protections provided under the Private Securities Litigation Reform Act of 1995.

All statements, other than statements of historical fact, included in this press release, including regarding the offering of the Notes, and the expected use of proceeds from such offering, may constitute forward-looking statements. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot assure you that these expectations will prove to be correct. These forward-looking statements are subject to certain known and unknown risks and uncertainties, as well as assumptions that could cause actual results to differ materially from those reflected in these forward-looking statements. Factors that might cause actual results to differ include, but are not limited to, (i) SemGroup's business plans may change as circumstances warrant and the offering of the Notes may not ultimately be completed because of general market conditions or other factors or (ii) any of the factors discussed from time to time in each of our documents and reports filed with the Securities and Exchange Commission.

Readers are cautioned not to place undue reliance on any forward-looking statements contained in this press release, which reflect management's opinions only as of the date hereof. Except as required by law, we undertake no obligation to revise or publicly release the results of any revision to any forward-looking statements.

Investor Relations:

Alisa Perkins

918-524-8081

investor.relations@semgroupcorp.com

Media:

Tom Droege

918-524-8560

tdroege@semgroupcorp.com