
**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) September 30, 2016

Rose Rock Midstream, L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35365
(Commission File Number)

45-2934823
(I.R.S. Employer
Identification No.)

**Two Warren Place
6120 S. Yale Avenue, Suite 700
Tulsa, Oklahoma 74136-4216**
(Address of principal executive offices)

(918) 524-7700
(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:

- 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))
-
-

Introductory Note

On September 30, 2016, Rose Rock Midstream, L.P., a Delaware limited partnership (“RRMS”), completed its previously announced merger with SemGroup Corporation, a Delaware corporation (“SemGroup”), pursuant to that certain Agreement and Plan of Merger (the “Merger Agreement”), dated May 30, 2016, by and among RRMS, SemGroup, PBMS, LLC, a Delaware limited liability company and an indirect wholly owned subsidiary of SemGroup (“Merger Sub”), and Rose Rock Midstream GP, LLC, a Delaware limited liability company and the general partner of RRMS (the “RRMS General Partner”), whereby Merger Sub merged with and into RRMS with RRMS being the surviving entity in the merger (the “Merger”). Upon consummation of the Merger, SemGroup indirectly acquired all of the outstanding common units representing limited partner interests in RRMS (the “Common Units”) that SemGroup and its subsidiaries did not already own. On September 30, 2016, following the consummation of the Merger, SemGroup and certain of its subsidiaries commenced a series of transactions, including (i) the merger of the RRMS General Partner with and into SemGroup and (ii) the merger of RRMS with and into SemGroup, (each a “Clean-up Merger” and, together, the “Clean-up Mergers”), with SemGroup, in each instance, continuing as the surviving entity.

Item 1.01. Entry into a Material Definitive Agreement

On September 30, 2016, following the consummation of the Merger and certain of the Clean-up Mergers, SemGroup and RRMS entered into an Agreement and Plan of Merger, dated as of September 30, 2016, whereby RRMS merged with and into SemGroup, with SemGroup continuing as the surviving entity. A copy of such Agreement and Plan of Merger is attached as Exhibit 2.1 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference.

Item 1.02. Termination of a Material Definitive Agreement.

Existing RRMS Credit Agreement

On September 30, 2016, in connection with the completion of the transactions described under Item 2.01 below, RRMS terminated the Credit Agreement, dated November 10, 2011 (as amended prior to September 30, 2016, the “Existing RRMS Credit Agreement”) by and among RRMS, certain lenders and Wells Fargo Bank, National Association (“Wells Fargo”), as agent. The information set forth in Item 2.01 is hereby incorporated into this Item 1.02 by reference.

Upon termination of the Existing RRMS Credit Agreement, RRMS and its wholly-owned, material domestic subsidiaries became loan parties under an Amended and Restated Credit Agreement dated September 30, 2016 (the “Restated Credit Agreement”), together with SemGroup, various lenders and Wells Fargo, as administrative agent. The Restated Credit Agreement amends and restates that certain Credit Agreement, dated as of June 17, 2011, by and among SemGroup, Wells Fargo and various lenders.

Item 2.01. Completion of Acquisition or Disposition of Assets.

Merger Agreement

The description of the Merger Agreement and the Merger in the Introductory Note is incorporated into this Item 2.01 by reference.

Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each outstanding Common Unit (other than Common Units that, immediately prior to the Effective Time, were (i) subject to outstanding RRMS restricted unit awards (“RRMS Restricted Unit Awards”), (ii) held by SemGroup or any entities partially or wholly owned, directly or indirectly, by SemGroup or (iii) held by RRMS (each such Common Unit other than the foregoing excluded Common Units, an “RRMS Public Common Unit.”)) was converted into the right to receive 0.8136 shares of validly issued, fully paid and non-assessable SemGroup Class A common stock, par value \$0.01 per share (“SemGroup Common Stock”). No fractional shares of SemGroup Common Stock were issued in the Merger and holders of RRMS Public Common Units are, instead, entitled to receive cash in lieu of fractional shares of SemGroup Common Stock from the exchange agent.

Pursuant to the Merger Agreement, at the Effective Time, each RRMS Restricted Unit Award previously granted pursuant to the Rose Rock Midstream Equity Incentive Plan that was not vested and did not vest in accordance with its terms as a result of the transactions contemplated by the Merger Agreement and that was outstanding as of immediately prior to the Effective Time, including RRMS Restricted Unit Awards held by named executive officers of the RRMS General Partner, ceased to represent an award with respect to Common Units and was converted into an award with respect to shares of SemGroup Common Stock (a “SemGroup Award”), subject to the same vesting and forfeiture provisions as were applicable to such RRMS Restricted Unit Award immediately prior to the Effective Time, with the number of shares of SemGroup Common Stock subject to each such SemGroup Award being equal to the number of Common Units subject to each such RRMS Restricted Unit Award immediately prior to the Effective Time multiplied by 0.8136 (rounded down to the nearest whole share), with any corresponding accrued but unpaid Unit Distribution Rights (as defined in the RRMS Equity Incentive Plan) with respect to any RRMS Restricted Unit Awards being assumed by SemGroup, remaining outstanding and continuing to represent an obligation with respect to the applicable SemGroup Award.

Pursuant to the Merger Agreement, SemGroup issued approximately 13.3 million shares of SemGroup Common Stock (i) to the holders of RRMS Public Common Units and (ii) pursuant to the conversion of RRMS Restricted Unit Awards, each as described above.

The summary of the Merger Agreement in this Current Report on Form 8-K does not purport to be complete and is qualified by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 to RRMS’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on May 31, 2016 and incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On September 19, 2016, in connection with the consummation of the Merger, RRMS notified the New York Stock Exchange (the “NYSE”) that each outstanding RRMS Public Common Unit would be cancelled, and RRMS requested that the NYSE file a delisting application

with the SEC to delist and deregister the RRMS Common Units. On September 30, 2016, the NYSE filed with the SEC a Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), on Form 25 to delist and deregister the RRMS Common Units from the NYSE. RRMS intends to file with the SEC a certification on Form 15 under the Exchange Act, requesting the deregistration of the RRMS Common Units and the suspension of RRMS’s reporting obligations under Sections 13 and 15(d) of the Exchange Act.

Item 3.03. Material Modification to Rights of Security Holders.

Under the terms of the Merger Agreement, upon the Effective Time, (i) each outstanding RRMS Public Common Unit was cancelled and converted into the right to receive 0.8136 shares of validly issued, fully paid and non-assessable SemGroup Common Stock and (ii) each RRMS Restricted Unit Award previously granted pursuant to the Rose Rock Midstream Equity Incentive Plan that was not vested and did not vest in accordance with its terms as a result of the transactions contemplated by the Merger Agreement and that was outstanding as of immediately prior to the Effective Time, ceased to represent an award with respect to Common Units and was converted into a SemGroup Award.

In connection with the Merger and at the Effective Time, holders of RRMS Public Common Units and RRMS Restricted Unit Awards immediately prior to such time ceased to have any rights as unitholders in the Partnership (other than their right to receive, pursuant to the Merger Agreement, the applicable consideration described above).

The descriptions of the Merger and the Merger Agreement in Item 2.01 and the delisting and deregistration of the Common Units in Item 3.01 are hereby incorporated into this Item 3.03 by reference.

On September 30, 2016, following the consummation of the Clean-Up Mergers, SemGroup entered into:

- The Second Supplemental Indenture (“2021 Notes Supplemental Indenture”), by and among SemGroup, the subsidiaries of SemGroup named therein as “Guarantors”, the subsidiaries of SemGroup named therein as “Guaranteeing Subsidiaries” and Wilmington Trust, National Association, as Trustee (the “Trustee”). The 2021 Notes Supplemental Indenture supplements the Indenture, dated as of June 14, 2013 (as supplemented prior to September 30, 2016, the “2021 Notes Indenture”), pursuant to which SemGroup issued its 7.50% senior notes due 2021 (the “2021 Notes”). Pursuant to the 2021 Notes Supplemental Indenture, the Guaranteeing Subsidiaries named therein, including subsidiaries of RRMS, provided guarantees of SemGroup’s obligations under the 2021 Notes and the Guarantors named therein confirmed their guarantee obligations under the 2021 Notes after the consummation of the Clean-Up Mergers.
- The Second Supplemental Indenture (the “2022 Notes Supplemental Indenture”), by and among SemGroup, the subsidiaries of SemGroup named therein as “Guarantors”, the subsidiaries of SemGroup named therein as “Guaranteeing Subsidiaries” and the Trustee. The 2022 Notes Supplemental Indenture supplements the Indenture, dated as of July 2, 2014 (as supplemented prior to September 30, 2016, the “2022 Notes Indenture”), pursuant to which RRMS and Rose Rock Finance Corporation (“RRFC”) issued the 5.625% senior notes due 2022 (the “2022 Notes”). Pursuant to the 2022 Notes Supplemental Indenture, SemGroup assumed the obligations of RRMS following the consummation of the Clean-Up Mergers under the 2022 Notes Indenture in respect of the 2022 Notes and the Guaranteeing Subsidiaries named therein provided guarantees of SemGroup’s obligations under the 2022 Notes.
- The First Supplemental Indenture (the “2023 Notes Supplemental Indenture”), by and among SemGroup, the subsidiaries of SemGroup named therein as “Guarantors”, the subsidiaries of SemGroup named therein as “Guaranteeing Subsidiaries” and the Trustee. The 2023 Notes Supplemental Indenture supplements the Indenture, dated as of May 14, 2015 (the “2023 Notes Indenture”), pursuant to which RRMS and RRFC issued the 5.625% senior notes due 2023 (the “2023 Notes”). Pursuant to the 2023 Notes Supplemental Indenture, SemGroup assumed the obligations of RRMS following the consummation of the Clean-Up Mergers under the 2023 Notes Indenture in respect of the 2023 Notes and the Guaranteeing Subsidiaries named therein provided guarantees of SemGroup’s obligations under the 2023 Notes.

Copies of each of the 2021 Notes Supplemental Indenture, the 2022 Notes Supplemental Indenture and the 2023 Notes Supplemental Indenture (collectively, the “Supplemental Indentures”) are attached as Exhibits 4.1, 4.2 and 4.3, respectively, to this Current Report on Form 8-K. The foregoing description of the Supplemental Indentures does not purport to be complete and is qualified in its entirety by reference to the applicable Supplemental Indenture.

Item 5.01. Changes in Control of Registrant.

The information set forth in Item 2.01 is hereby incorporated into this Item 5.01 by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Immediately after the Effective Time, each of the independent members of the Board of Directors of the RRMS General Partner resigned from the Board and ceased to be a director of the RRMS General Partner. There were no disagreements between either of such directors and the RRMS General Partner or RRMS on any matter relating to the operations, policies, or practices of the RRMS General Partner or RRMS.

On September 30, 2016, at the effective time of the Clean-up Merger of the RRMS General Partner with and into SemGroup, the RRMS General Partner merged with and into SemGroup, with SemGroup continuing as the surviving entity, and the separate legal existence of the RRMS General Partner terminated.

The information set forth in Item 2.01 is hereby incorporated into this Item 5.02 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

The following exhibits are filed herewith.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger dated as of September 30, 2016, by and among SemGroup Corporation, Rose Rock Midstream, L.P. and TMOL, LLC.
4.1	Second Supplemental Indenture dated as of September 30, 2016, by and among SemGroup Corporation, the subsidiaries of SemGroup Corporation named therein as "Guarantors", the subsidiaries of SemGroup Corporation named therein as "Guaranteeing Subsidiaries" and Wilmington Trust, National Association, as Trustee.
4.2	Second Supplemental Indenture dated as of September 30, 2016, by and among SemGroup Corporation, the subsidiaries of SemGroup Corporation named therein as "Guarantors", the subsidiaries of SemGroup Corporation named therein as "Guaranteeing Subsidiaries" and Wilmington Trust, National Association, as Trustee.
4.3	First Supplemental Indenture dated as of September 30, 2016, by and among SemGroup Corporation, the subsidiaries of SemGroup Corporation named therein as "Guarantors", the subsidiaries of SemGroup Corporation named therein as "Guaranteeing Subsidiaries" and Wilmington Trust, National Association, as Trustee.

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.

ROSE ROCK MIDSTREAM, L.P.

By: Rose Rock Midstream GP, LLC
its general partner

Date: September 30, 2016

By: /s/ William H. Gault
William H. Gault
Corporate Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger dated as of September 30, 2016, by and among SemGroup Corporation, Rose Rock Midstream, L.P. and TMOL, LLC.
4.1	Second Supplemental Indenture dated as of September 30, 2016, by and among SemGroup Corporation, the subsidiaries of SemGroup Corporation named therein as “Guarantors”, the subsidiaries of SemGroup Corporation named therein as “Guaranteeing Subsidiaries” and Wilmington Trust, National Association, as Trustee.
4.2	Second Supplemental Indenture dated as of September 30, 2016, by and among SemGroup Corporation, the subsidiaries of SemGroup Corporation named therein as “Guarantors”, the subsidiaries of SemGroup Corporation named therein as “Guaranteeing Subsidiaries” and Wilmington Trust, National Association, as Trustee.
4.3	First Supplemental Indenture dated as of September 30, 2016, by and among SemGroup Corporation, the subsidiaries of SemGroup Corporation named therein as “Guarantors”, the subsidiaries of SemGroup Corporation named therein as “Guaranteeing Subsidiaries” and Wilmington Trust, National Association, as Trustee.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”), dated as of September 30, 2016, by and among SemGroup Corporation, a Delaware corporation (“**SemGroup**”), Rose Rock Midstream, L.P., a Delaware limited partnership (“**Rose Rock**”) and TMOL, LLC, a Delaware limited liability company (“**TMOL**”).

WHEREAS, SemGroup is the holder of a Unit Majority (as defined in the Second Amended and Restated Agreement of Limited Partnership of Rose Rock (the “**Rose Rock LP Agreement**”)) and is the general partner of Rose Rock, and SemGroup and TMOL together own all of the outstanding common units representing limited partner interests in Rose Rock;

WHEREAS, SemGroup holds all of the limited liability company interests in TMOL and is the sole member of TMOL;

WHEREAS, the board of directors of SemGroup has authorized, approved and declared advisable this Agreement and the transactions contemplated hereby, including, without limitation, the Mergers (as defined below), and has determined that this Agreement and the transactions contemplated hereby, including, without limitation, the Mergers, are advisable and fair to, and in the best interests of, SemGroup and its stockholders;

WHEREAS, SemGroup, in its capacity as the general partner of Rose Rock, has approved, authorized, and adopted this Agreement and the transactions contemplated hereby (including, without limitation, causing Rose Rock, in its capacity as the sole member of Rose Rock Midstream Operating, LLC (“**Rose Rock Operating**”), to consent to the admission of SemGroup as the sole member of Rose Rock Operating, and causing such admission to be effective upon the Effective Time (as defined below)) after making a determination that this Agreement and the transactions contemplated hereby, including, without limitation, the Mergers, are advisable and fair to, and in the best interests of, Rose Rock;

WHEREAS, SemGroup, in its capacity as the sole member of TMOL, has approved, authorized, and adopted this Agreement and the transactions contemplated hereby, including, without limitation, the Mergers, after making a determination that this Agreement and the transactions contemplated hereby, including, without limitation, the Mergers, are advisable and fair to, and in the best interests of, TMOL;

WHEREAS, pursuant to the transactions contemplated by this Agreement, and on the terms and subject to the conditions set forth herein, each of Rose Rock and TMOL, in accordance with the General Corporation Law of the State of Delaware (the “**DGCL**”), the Delaware Limited Partnership Act (the “**DLPA**”) and the Delaware Limited Liability Company Act (the “**DLLCA**”), as applicable, will merge with and into SemGroup, with SemGroup being the surviving entity of both mergers (together, the “**Mergers**”);

WHEREAS, approval of the SemGroup stockholders is not required to adopt this Agreement and consummate the transactions contemplated hereby because the Mergers will be consummated pursuant to Section 251(f) of the DGCL as it is incorporated by reference in Sections 263(e) and 264(e) of the DGCL, as applicable;

WHEREAS, pursuant to Sections 13.11 and 14.3 of the Rose Rock LP Agreement, SemGroup, in its capacity as the general partner of Rose Rock, has authorized the Limited Partners (as defined in the Rose Rock LP Agreement), following the execution of this Agreement, to approve this Agreement by written consent and without a meeting, without a vote and without prior notice; and

WHEREAS, for U.S. federal income tax purposes, the parties intend that the Mergers be disregarded.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Mergers. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 263 and 264 of the DGCL, Section 211 of the DLPA and Section 209 of the DLLCA, as applicable, each of Rose Rock and TMOL shall be merged with and into SemGroup at the Effective Time (as hereinafter defined). Following the Effective Time, (i) the separate limited partnership existence of Rose Rock shall cease and (ii) the separate limited liability company existence of TMOL shall cease, and SemGroup shall continue as the surviving entity of both Mergers (the “Surviving Entity”). The effects and consequences of the Mergers shall be as set forth in this Agreement, the DGCL, the DLPA and the DLLCA, as applicable.

2. Effective Time.

(a) The Mergers shall become effective upon the filing of a single certificate of merger (the “**Certificate of Merger**”) with the Secretary of State of the State of Delaware, or at such later time as set forth in the Certificate of Merger (the “**Effective Time**”).

(b) From the Effective Time:

(i) all of the rights, privileges and powers of Rose Rock, and all property, real, personal and mixed, and all debts due to Rose Rock, as well as all other things and causes of action belonging to Rose Rock, shall be vested in SemGroup, as the Surviving Entity, and shall thereafter be the property of SemGroup, as the Surviving Entity, as they were of Rose Rock, and the title to any real property vested by deed or otherwise, under the laws of the State of Delaware, in Rose Rock, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Rose Rock shall be preserved unimpaired, and all debts, liabilities and duties of Rose Rock shall thenceforth attach to SemGroup, as the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by SemGroup;

(ii) all of the rights, privileges and powers of TMOL, and all property, real, personal and mixed, and all debts due to TMOL, as well as all other things and causes of action belonging to TMOL, shall be vested in SemGroup, as the Surviving Entity, and shall thereafter be the property of SemGroup, as the Surviving Entity, as they were of TMOL, and the title to any real property vested by deed or otherwise, under the laws of the State of Delaware, in TMOL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of TMOL shall be preserved unimpaired, and all debts, liabilities and duties of TMOL shall thenceforth attach to SemGroup, as the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by SemGroup; and

(iii) notwithstanding any other provision of the Limited Liability Company Agreement of Rose Rock Operating, as the same may be amended, (A) Rose Rock, in its capacity as the sole member of Rose Rock Operating, hereby consents to the admission of SemGroup as the sole member of Rose Rock Operating as of the Effective Time, (B) SemGroup is hereby admitted as the sole member of Rose Rock Operating as of the Effective Time, (C) Rose Rock Operating is hereby continued without dissolution, and (D) Rose Rock hereby instructs that the admission of SemGroup shall be recorded on the books and records of Rose Rock Operating, as of the Effective Time.

3. Organizational Documents. The bylaws of SemGroup in effect at the Effective Time shall remain the bylaws of the Surviving Entity until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of SemGroup in effect at the Effective Time shall remain the certificate of incorporation of the Surviving Entity until thereafter amended as provided therein or by the DGCL.

4. Directors and Officers. The directors and officers of SemGroup immediately prior to the Effective Time shall remain the directors and officers of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and bylaws of the Surviving Entity or as otherwise provided by the DGCL.

5. Treatment of Securities. At the Effective Time, by virtue of the Mergers and without any action on the part of (i) SemGroup, (ii) Rose Rock, (iii) TMOL, (iv) any stockholder of SemGroup, (v) the sole member of TMOL, (vi) the holders of partnership interests in Rose Rock, or (vii) any other person:

(a) (i) all of the Common Units, (ii) the General Partner Interest and (iii) the Incentive Distribution Rights (each as defined in the Rose Rock LP Agreement) shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(b) all of the limited liability company interests in TMOL shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

(c) each share of capital stock of SemGroup issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

6. Entire Agreement. This Agreement, together with the Certificate of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SEMGROUP CORPORATION

By /s/ Candice Cheeseman
Name: Candice Cheeseman
Title: Vice President and General Counsel

ROSE ROCK MIDSTREAM, L.P.

By SEMGROUP CORPORATION, its general partner

By /s/ Candice Cheeseman
Name: Candice Cheeseman
Title: Vice President and General Counsel

TMOL, LLC

By SEMGROUP CORPORATION, its sole member

By /s/ Candice Cheeseman
Name: Candice Cheeseman
Title: Vice President and General Counsel

*[Signature page to Agreement and Plan of Merger between SemGroup Corporation, Rose
Rock Midstream, L.P. and TMOL, LLC]*

SECOND SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of September 30, 2016, among Rose Rock Finance Corporation, SemCrude Pipeline, L.L.C., Glass Mountain Holding, LLC, Rose Rock Midstream Operating, LLC, Rose Rock Midstream Energy GP, LLC, Rose Rock Midstream Crude, L.P., Rose Rock Midstream Field Services, LLC, Wattenberg Holding, LLC (each, a “**Guaranteeing Subsidiary**” and collectively, the “**Guaranteeing Subsidiaries**”), a subsidiary of SemGroup Corporation (or its permitted successor), a Delaware corporation (the “Company”), the other Subsidiary Guarantors (as defined in the Indenture referred to herein) and Wilmington Trust, National Association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee a senior unsecured indenture (the “**Base Indenture**”), dated as of June 14, 2013 providing for the issuance of 7.50% Senior Notes Due 2021 (the “**Notes**”);

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Supplemental Indenture, dated as of September 17, 2013 (the “**First Supplemental Indenture**”, the Base Indenture, as supplemented by the First Supplemental Indenture, the “**Indenture**”)

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (each, a “**Subsidiary Guarantee**”); and

WHEREAS, pursuant to Section 901 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO SUBSIDIARY GUARANTEES. Each Guaranteeing Subsidiary hereby agrees to provide an unconditional Subsidiary Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 12 thereof. Each Subsidiary Guarantor, including each Guaranteeing Subsidiary, confirms that its Subsidiary Guarantee shall apply to the Company’s obligations under the Indenture and the Notes after giving effect to the mergers of Rose Rock Midstream Holdings, LLC, Rose Rock Midstream GP, LLC, Rose Rock Midstream, L.P. and TMOL, LLC, in each case with and into the Company.

3. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of any Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation; *provided* that the foregoing shall not limit any of the Company’s obligations under the Notes. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Ex. B-1

4. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

[Supplemental Indenture (Additional Subsidiary Guarantees)]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: September 30, 2016

GUARANTEEING SUBSIDIARIES

ROSE ROCK FINANCE CORPORATION
ROSE ROCK MIDSTREAM OPERATING, LLC
ROSE ROCK MIDSTREAM ENERGY GP, LLC
ROSE ROCK MIDSTREAM FIELD SERVICES, LLC
SEMCRUDE PIPELINE, L.L.C.

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

WATTENBERG HOLDING, LLC
GLASS MOUNTAIN HOLDING, LLC

By: Rose Rock Midstream Operating, LLC, each Guarantor's
sole member

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

ROSE ROCK MIDSTREAM CRUDE, L.P.

by: Rose Rock Midstream Energy GP, LLC, its general partner

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

[Supplemental Indenture (Additional Subsidiary Guarantees)]

COMPANY

SEMGROUP CORPORATION

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

EXISTING SUBSIDIARY GUARANTORS

SEMGAS, L.P.
SEMMATERIALS, L.P.
SEMSTREAM, 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: Senior Vice President and Chief Financial Officer

SEMGROUP EUROPE HOLDING, L.L.C.
SEMEXICO, L.L.C.

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Chief Financial Officer

SEMPERATING G.P., L.L.C.
SEMDEVELOPMENT, L.L.C.
ROSE ROCK MIDSTREAM HOLDINGS, LLC

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

WILMINGTON TRUST,
NATIONAL ASSOCIATION, as Trustee

By: /s/ Shawn Goffinet
Authorized Signatory

[Supplemental Indenture (Additional Subsidiary Guarantees)]

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of September 30, 2016, among SemGroup Corporation, a Delaware corporation (“SemGroup”), SemGas, L.P., SemMaterials, L.P., SemGroup Europe Holding, L.L.C., SemOperating G.P., L.L.C., SemMexico, L.L.C., SemDevelopment, L.L.C., Mid-America Midstream Gas Services, L.L.C. (the “Guaranteeing Subsidiaries”), each an indirect wholly-owned subsidiary of SemGroup, Rose Rock Finance Corporation, a Delaware corporation (together with Rose Rock Midstream, L.P., the “Issuers”), the other Subsidiary Guarantors (as defined in the Indenture referred to below) and Wilmington Trust, National Association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee a senior unsecured indenture (the “Base Indenture”), dated as of July 2, 2014 providing for the issuance of 5.625% Senior Notes Due 2022 (the “Notes”);

WHEREAS, the Issuers and the Subsidiary Guarantors have heretofore, executed and delivered to the Trustee a First Supplemental Indenture, dated as of April 7, 2015 (the “First Supplemental Indenture”; the Base Indenture, as supplemented by the First Supplemental Indenture and pursuant to this Supplemental Indenture, the “Indenture”);

WHEREAS, Sections 801 and 802 of the Base Indenture provide that SemGroup (as the “Successor Company” under the Indenture) shall execute and deliver to the Trustee a supplemental indenture pursuant to which SemGroup assumes the payment of the principal of and any premium and interest on the Notes and the performance or observance of every covenant of the Indenture on the part of the Successor Company to be performed or observed;

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Subsidiary Guarantee”); and

WHEREAS, pursuant to Section 901 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO SUBSIDIARY GUARANTEE. The Guaranteeing Subsidiaries hereby agree to provide an unconditional Subsidiary Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 12 thereof.

3. AGREEMENT TO ASSUME OBLIGATIONS. SemGroup, as “Successor Company” under the Indenture, hereby assumes the principal of, and any premium and interest on, the Notes and the performance or observance of every covenant of the Indenture on the part of the “Company” under the Indenture to be performed or observed and all other obligations of the “Company” under the Indenture and the Notes on the terms and subject to the conditions set forth in the Indenture.

4. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiaries, as such, shall have any liability for any obligations of the Issuers or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation; *provided* that the foregoing shall not limit any of the Issuers’ obligations under the Notes. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

5. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Successor Company:

SemGroup Corporation

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

Guaranteeing Subsidiaries:

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: Senior Vice President and Chief Financial Officer

SemGroup Europe Holding, L.L.C.

SemMexico, L.L.C.

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

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

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

SemDevelopment, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

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

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

[Signature Page – Second Supplemental Indenture]

Guarantors:

Wattenberg Holding, LLC

Glass Mountain Holding, LLC

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

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

Rose Rock Finance Corporation

Rose Rock Midstream Operating, LLC

Rose Rock Midstream Field Services, LLC

Rose Rock Midstream Energy GP, LLC

SemCrude Pipeline, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

Rose Rock Midstream Crude, L.P.

By: Rose Rock Midstream Energy GP, LLC

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

[Signature Page – Second Supplemental Indenture]

Wilmington Trust, National Association, as Trustee

By: /s/ Shawn Goffinet

Name: Shawn Goffinet

Title: Assistant Vice President

[Signature Page – Second Supplemental Indenture]

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of September 30, 2016, among SemGroup Corporation, a Delaware corporation (“SemGroup”), SemGas, L.P., SemMaterials, L.P., SemGroup Europe Holding, L.L.C., SemOperating G.P., L.L.C., SemMexico, L.L.C., SemDevelopment, L.L.C., Mid-America Midstream Gas Services, L.L.C. (the “Guaranteeing Subsidiaries”), each an indirect wholly-owned subsidiary of SemGroup, Rose Rock Finance Corporation, a Delaware corporation (together with Rose Rock Midstream, L.P., the “Issuers”), the other Subsidiary Guarantors (as defined in the Indenture referred to below) and Wilmington Trust, National Association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee a senior unsecured indenture (the “Indenture”), dated as of May 14, 2015 providing for the issuance of 5.625% Senior Notes Due 2023 (the “Notes”);

WHEREAS, Sections 801 and 802 of the Indenture provide that SemGroup (as the “Successor Company” under the Indenture) shall execute and deliver to the Trustee a supplemental indenture pursuant to which SemGroup assumes the payment of the principal of and any premium and interest on the Notes and the performance or observance of every covenant of the Indenture on the part of the Successor Company to be performed or observed;

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuers’ Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Subsidiary Guarantee”); and

WHEREAS, pursuant to Section 901 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO SUBSIDIARY GUARANTEE. The Guaranteeing Subsidiaries hereby agree to provide an unconditional Subsidiary Guarantee on the terms and subject to the conditions set forth in the Subsidiary Guarantee and in the Indenture including but not limited to Article 12 thereof.

3. AGREEMENT TO ASSUME OBLIGATIONS. SemGroup, as “Successor Company” under the Indenture, hereby assumes the principal of, and any premium and interest on, the Notes and the performance or observance of every covenant of the Indenture on the part of the “Company” under the Indenture to be performed or observed and all other obligations of the “Company” under the Indenture and the Notes on the terms and subject to the conditions set forth in the Indenture.

4. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiaries, as such, shall have any liability for any obligations of the Issuers or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation; *provided* that the foregoing shall not limit any of the Issuers’ obligations under the Notes. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

5. GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuers.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Successor Company:

SemGroup Corporation

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

Guaranteeing Subsidiaries:

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: Senior Vice President and Chief Financial Officer

SemGroup Europe Holding, L.L.C.

SemMexico, L.L.C.

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

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

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

SemDevelopment, L.L.C.

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President and Chief Financial Officer

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

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Chief Financial Officer

[Signature Page – Second Supplemental Indenture]

Guarantors :

Wattenberg Holding, LLC
Glass Mountain Holding, LLC

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

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

Rose Rock Finance Corporation
Rose Rock Midstream Operating, LLC
Rose Rock Midstream Field Services, LLC
Rose Rock Midstream Energy GP, LLC
SemCrude Pipeline, L.L.C.

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

Rose Rock Midstream Crude, L.P.

By: Rose Rock Midstream Energy GP, LLC

By: /s/ Robert N. Fitzgerald
Name: Robert N. Fitzgerald
Title: Senior Vice President and Chief Financial Officer

[Signature Page – Second Supplemental Indenture]

Wilmington Trust, National Association, as Trustee

By: /s/ Shawn Goffinet
Name: Shawn Goffinet
Title: Assistant Vice President

[Signature Page – First Supplemental Indenture]