# FORM 8-K

Current report filing

Filing Date: **2013-01-14** | Period of Report: **2013-01-08**
**SEC Accession No.** 0001193125-13-011932

(HTML Version on secdatabase.com)

## FILER

**Rose Rock Midstream, L.P.**

CIK:**1527622**| IRS No.: **452934823** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-35365** | Film No.: **13528104**
SIC: **4610** Pipe lines (no natural gas)

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# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 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): January 8, 2013**

# Rose Rock Midstream, L.P.

**(Exact name of registrant as specified in its charter)**

| Delaware | 001-35365 | 45-2934823 |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (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))

**Item 1.01. Entry into a Material Definitive Agreement.**

***Contribution Agreement***

On January 8, 2013, Rose Rock Midstream, L.P. (the "Partnership") entered into a Contribution Agreement (the "Contribution Agreement") with SemGroup Corporation ("SemGroup"), Rose Rock Midstream Holdings, LLC ("RRMH"), Rose Rock Midstream GP, LLC (the "General Partner" and, together with SemGroup and RRMH, the "Contributing Parties") and Rose Rock Midstream Operating, LLC (together with the Partnership, the "Partnership Parties"). Pursuant to the terms of the Contribution Agreement, on January 11, 2013, the Partnership Parties acquired 33.33% of the outstanding membership interests in SemCrude Pipeline, L.L.C. (the "Subject Interest") from the Contributing Parties in exchange for the Aggregate Consideration (as defined below) (the "Drop-Down Transaction"). SemCrude Pipeline, L.L.C. owns a 51% membership interest in White Cliffs Pipeline, L.L.C., which owns a 527-mile pipeline system that transports crude oil from Platteville, Colorado in the Denver-Julesburg Basin to Cushing, Oklahoma (the "White Cliffs Pipeline").

The aggregate consideration for the Subject Interest (the "Aggregate Consideration") consisted of (i) cash of approximately $189.5 million (the "Cash Consideration"), (ii) the issuance of 1,500,000 common units representing limited partner interests in the Partnership ("Common Units"), (iii) the issuance of 1,250,000 Class A Units (as defined below) and (iv) an increase of the capital account of the General Partner, the general partner of the Partnership, to allow it to maintain its 2% general partner interest in the Partnership and the issuance of 96,939 notional general partner units to the General Partner (such issued Common Units, Class A Units and notional general partner units are collectively referred to as the "Unit Consideration"). The Contribution Agreement also includes customary representations and warranties, indemnification obligations and covenants by the parties, subject to the limitations set forth therein.

Each of the parties to the Contribution Agreement, other than SemGroup, is a direct or indirect subsidiary of SemGroup. As a result, certain individuals serve as officers and directors of both SemGroup and such other entities. In addition, SemGroup indirectly holds (i) an approximate 58% limited partner interest in the Partnership through its subsidiaries and (ii) a 2% general partner interest and incentive distribution rights in the Partnership through its indirect ownership of the General Partner.

The terms of the Contribution Agreement and the Drop-Down Transaction were approved by the Conflicts Committee of the Board of Directors of the General Partner (the "Conflicts Committee"). The Conflicts Committee, which is composed entirely of independent directors, retained independent legal and financial counsel to assist it in evaluating and negotiating the Contribution Agreement and the Drop-Down Transaction.

The foregoing description of the Contribution Agreement and the Drop-Down Transaction is not complete and is subject to and qualified in its entirety by reference to the full text of the Contribution Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated by reference herein.

***Common Unit Purchase Agreement***

On January 8, 2013, the Partnership entered into a Common Unit Purchase Agreement (the "Purchase Agreement") with certain purchasers identified therein (the "Purchasers"), pursuant to which, on January 11, 2013, 2,000,000 Common Units were issued and sold by the Partnership to the Purchasers in a private placement at a price of $29.63 per Common Unit for aggregate consideration of approximately $59.3 million (the "Private Placement"). The Partnership used the net proceeds from the Private Placement to fund a portion of the Cash Consideration. The Purchase Agreement also includes customary representations and warranties, indemnification obligations and covenants by the parties, subject to the limitations set forth therein.

The foregoing description of the Purchase Agreement and the Private Placement 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.

***Registration Rights Agreement***

In connection with the closing of the Private Placement, on January 11, 2013, the Partnership entered into a Registration Rights Agreement (the "Registration Rights Agreement") with the Purchasers. Pursuant to the terms of the Registration Rights Agreement, within 30 days following the closing of the Private Placement, the Partnership is required to prepare and file a registration statement (the "Registration Statement") to permit the public resale of the Common Units sold to the Purchasers in the Private Placement, as well as any Common Units issued in lieu of cash as liquidated damages under the Registration Rights Agreement, and to use its commercially reasonable efforts to cause the Registration Statement to become effective as soon as practicable thereafter.

If the Registration Statement is not declared effective within 90 days after the closing of the Private Placement, then the Partnership will be liable to the Purchasers for liquidated damages in accordance with a formula, and subject to the limitations, set forth in the Registration Rights Agreement. The liquidated damages are payable in cash or, if payment in cash would cause a breach under the Credit Agreement (as defined below) or any other debt instrument filed by the Partnership as an exhibit to a report filed with the Securities and Exchange Commission, Common Units. In addition, the Registration Rights Agreement grants the Purchasers piggyback registration rights under certain circumstances. These registration rights are transferable to affiliates of the Purchasers and, in certain circumstances, to third parties.

The foregoing description of the Registration Rights Agreement and the transactions contemplated thereby is not complete and is subject to and qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

On January 11, 2013, the Partnership completed the Drop-Down Transaction and the Private Placement. The information set forth under Item 1.01 under the captions "Contribution Agreement" and "Common Unit Purchase Agreement" and Item 2.03 is incorporated in its entirety by reference herein.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

On January 11, 2013, the Partnership made a borrowing of approximately $133.5 million (the "Borrowing") pursuant to the terms of its previously disclosed Credit Agreement, dated as of November 10, 2011 (as amended, the "Credit Agreement"), among the Partnership, certain subsidiaries of the Partnership, as guarantors, the lenders party thereto and The Royal Bank of Scotland plc, as administrative agent and collateral agent for the lenders. The net proceeds of the Borrowing were used to fund a portion of the Cash Consideration and to pay other costs and expenses related to the Drop-Down Transaction and the Private Placement.

As previously disclosed, in September 2012, the Partnership amended the Credit Agreement to provide, among other things, that the borrowing capacity under the revolving credit facility could be increased by $400 million, subject to commitments from new lenders or additional commitments from existing lenders. In connection with the Borrowing and the Drop-Down Transaction, effective on January 11, 2013, certain of the existing lenders increased their revolving facility commitments under the Credit Agreement and certain new lenders provided revolving facility commitments under the Credit Agreement, resulting in an increase in the aggregate revolving facility commitments under the Credit Agreement from $150 million to $385 million.

**Item 3.02. Unregistered Sales of Equity Securities.**

On January 11, 2013, the Partnership completed the Private Placement and the issuance and sale of the Unit Consideration. The Private Placement and the issuance and sale of the Unit Consideration were each made in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 4(2) thereof, as a transaction by an issuer not involving a public offering. The information set forth under Item 1.01 under the captions "Contribution Agreement" and "Common Unit Purchase Agreement" and Item 5.03 is incorporated in its entirety by reference herein.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

In connection with the closing of the Drop-Down Transaction, on January 11, 2013, the General Partner amended the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 14, 2011 (the "Partnership Agreement"), by adopting Amendment No. 1 to the Partnership Agreement (the "Amendment"). The Amendment creates a new class of equity interest in the Partnership designated as "Class A Units" (the "Class A Units") and sets forth the preferences, rights, powers and duties of holders of the Class A Units.

Pursuant to the terms of the Amendment, the Class A Units will not be entitled to receive any distributions of available cash prior to the first day of the month immediately following the first month for which the average daily throughput volumes on the White Cliffs Pipeline for such month are 125,000 barrels per day or greater (the "Conversion Effect Date"). On the Conversion Effective Date, each Class A Unit will automatically convert into one Common Unit (subject to appropriate adjustments in the event of any split-up, combination or similar event). Prior to the Conversion Effective Date, the Class A Units will be entitled to vote with the Common Units as a single class on any matter that the unitholders of the Partnership are entitled to vote, except that the Class A Units will be entitled to vote as a separate class on any matter that adversely affects the rights or preferences of the Class A Units in relation to other classes of equity interests of the Partnership or as required by law. Each Class A Unit is entitled to the number of votes equal to the number of Common Units into which a Class A Unit is convertible at the time of the record date of the applicable vote or written consent.

The foregoing description of the Amendment and the Class A Units is not complete and is subject to and qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 7.01. Regulation FD Disclosure.**

On January 9, 2013, the Partnership issued a press release announcing the Drop-Down Transaction. A copy of the press release is being furnished and is attached as Exhibit 99.1 hereto and is incorporated into this Item 7.01 by reference. In accordance with General Instruction B.2 of Form 8-K of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the press release shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall such information and such exhibit be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.**

(a) Financial statements of business acquired.

Financial statements relating to the Drop-Down Transaction will be filed as an amendment to this Current Report on Form 8-K within 71 calendar days from the date that this report is required to be filed.

(b) Pro forma financial information.

Pro forma financial information relating to the Drop-Down Transaction will be filed as an amendment to this Current Report on Form 8-K within 71 calendar days from the date that this report is required to be filed.

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 2.1* | Contribution Agreement, dated as of January 8, 2013, by and among SemGroup Corporation, Rose Rock Midstream Holdings, LLC, Rose Rock Midstream GP, LLC, Rose Rock Midstream, L.P. and Rose Rock Midstream Operating, LLC. |

| | |
|---|---|
| 3.1* | Amendment No. 1, dated as of January 11, 2013, to the Second Amended and Restated Agreement of Limited Partnership of Rose Rock Midstream, L.P. |
| 4.1* | Registration Rights Agreement, dated as of January 11, 2013, by and among Rose Rock Midstream, L.P. and the Purchasers identified therein. |
| 10.1* | Common Unit Purchase Agreement, dated as of January 8, 2013, by and among Rose Rock Midstream, L.P. and the Purchasers identified therein. |
| 99.1** | Press Release dated January 9, 2013. |

* Filed herewith.

** Furnished herewith.

**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: January 14, 2013

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

## EXHIBIT INDEX

| Exhibit No. | Description |
|---|---|
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| 3.1* | Amendment No. 1, dated as of January 11, 2013, to the Second Amended and Restated Agreement of Limited Partnership of Rose Rock Midstream, L.P. |
| 4.1* | Registration Rights Agreement, dated as of January 11, 2013, by and among Rose Rock Midstream, L.P. and the Purchasers identified therein. |
| 10.1* | Common Unit Purchase Agreement, dated as of January 8, 2013, by and among Rose Rock Midstream, L.P. and the Purchasers identified therein. |
| 99.1** | Press Release dated January 9, 2013. |

* Filed herewith.

** Furnished herewith.

**Exhibit 2.1**
Execution Version

# CONTRIBUTION AGREEMENT

**BY AND AMONG**

**SEMGROUP CORPORATION,**

**ROSE ROCK MIDSTREAM HOLDINGS, LLC,**

**ROSE ROCK MIDSTREAM GP, LLC,**

**ROSE ROCK MIDSTREAM, L.P.**

**AND**

**ROSE ROCK MIDSTREAM OPERATING, LLC**

**January 8, 2013**

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**Exhibits**



* Exhibit B has been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of this omitted exhibit will be furnished supplementally to the Securities and Exchange Commission upon request.

## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into as of January 8, 2013, by and among SemGroup Corporation, a Delaware corporation ("SemGroup"), Rose Rock Midstream Holdings, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of SemGroup ("RRMH"), Rose Rock Midstream GP, LLC, a Delaware limited liability company and an indirect, wholly-owned subsidiary of SemGroup (the "General Partner"), Rose Rock Midstream, L.P., a Delaware limited partnership (the "Partnership"), and Rose Rock Midstream Operating, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of the Partnership ("RRMO"). SemGroup, RRMH and the General Partner are referred to herein collectively as the "Contributing Parties," the Partnership and RRMO are referred to herein collectively as the "Partnership Parties" and the Contributing Parties and Partnership Parties are referred to herein collectively as the "Parties."

## R E C I T A L S

WHEREAS, RRMH owns 100% of the membership interests in SemCrude Pipeline, L.L.C., a Delaware limited liability company ("SemCrude Pipeline");

WHEREAS, SemCrude Pipeline owns a 51% membership interest in White Cliffs Pipeline, L.L.C., a Delaware limited liability company ("White Cliffs Pipeline"), which is operated by Rose Rock Midstream Crude, L.P., a Delaware limited partnership and an indirect, wholly-owned subsidiary of the Partnership (the "Operator"), pursuant to that certain Pipeline System Operations and Maintenance Agreement, dated as of November 30, 2009, by and between White Cliffs Pipeline and the Operator (formerly known as SemCrude, L.P.);

WHEREAS, prior to the date hereof, RRMH caused SemCrude Pipeline to distribute to RRMH (or its designee(s)) (i) 100% of the outstanding membership interests in Rocky Cliffs Pipeline, L.L.C., a Delaware limited liability company ("Rocky Cliffs") and a direct, wholly-owned subsidiary of SemCrude Pipeline, and (ii) its accounts receivable and payable (the transactions contemplated by the foregoing sub clauses (i) and (ii), collectively, the "Rocky Cliffs Distribution");

WHEREAS, subject to the terms and conditions set forth herein and pursuant to the Conveyance Agreement, the Contributing Parties desire to contribute, and the Partnership Parties desire to accept, 33.33% of the outstanding membership interests in SemCrude Pipeline (the "Subject Interest") in exchange for the Aggregate Consideration;

WHEREAS, after giving effect to the completion of the contribution of the Subject Interest referred to above pursuant to the terms of this Agreement and the Conveyance Agreement, RRMH and RRMO will directly own a 66.67% and 33.33% membership interest in SemCrude Pipeline, respectively, and indirectly own a 34% and 17% membership interest in White Cliffs Pipeline, respectively; and

WHEREAS, the Conflicts Committee has previously (i) received an opinion of Evercore Group L.L.C., the financial advisor to the Conflicts Committee, that the consideration to be paid pursuant to the transactions contemplated hereunder is fair, from a financial point of view, to the

public holders of Common Units of the Partnership and (ii) determined that this Agreement and the transactions contemplated hereunder are in the best interests of the Partnership, found this Agreement and the transactions contemplated hereunder to be fair and reasonable to the Partnership and its public holders of Common Units, and recommended that the board of directors of the General Partner approve this Agreement and the transactions contemplated hereunder;

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions contained herein, the Parties agree as follows:

## ARTICLE I
## DEFINITIONS

1.1 Definitions.

The terms defined in this Section 1.1 shall, when used in this Agreement, have the respective meanings specified herein, with each such definition equally applicable to both singular and plural forms of the terms so defined:

"Additional GP Interest" means $2,872,295.92.

"Additional GP Units" means 96,939 Notional General Partner Units.

"Additional LP Units" means 1,250,000 Class A Units and 1,500,000 Common Units.

"Affiliate," when used with respect to a Person, means any other Person that directly or indirectly Controls, is Controlled by or is under common Control with such first Person; provided, however, that, unless expressly provided otherwise, (a) with respect to the Contributing Parties, the term "Affiliate" shall exclude each of the Partnership Entities and (b) with respect to the Partnership Parties, the term "Affiliate" shall exclude each of the SemGroup Entities.

"Aggregate Consideration" has the meaning assigned to such term in Section 2.2.

"Agreement" has the meaning assigned to such term in the preamble.

"Amended SemCrude Pipeline LLC Agreement" has the meaning assigned to such term in Section 2.3(b).

"Ancillary Documents" means the Contributing Parties Ancillary Documents and the Partnership Ancillary Documents.

"Associated Employees" has the meaning assigned to such term in Section 3.13(a).

"Business Day" means any day other than a Saturday, Sunday or legal holiday on which banks in Tulsa, Oklahoma are authorized or obligated by Law to close.

"Capital Contribution Adjustment Amount" means an amount equal to 33.33% of the sum of all capital contributions made by SemCrude Pipeline to White Cliffs Pipeline on or after January 1, 2013 and prior to the Closing Date, as specified on Schedule 1.1.

"Cash Consideration" means an amount equal to (a) $189,545,204.08 *plus* (b) the Capital Contribution Adjustment Amount, and *minus* (c) the Cash Distribution Adjustment Amount.

"Cash Distribution Adjustment Amount" means an amount equal to 33.33% of the sum of all distributions made by White Cliffs Pipeline to SemCrude Pipeline attributable to White Cliffs Pipeline' s operations on or after January 1, 2013 and distributed on or after January 1, 2013 and prior to the Closing Date, if applicable.

"Ceiling Amount" has the meaning assigned to such term in Section 9.10(a).

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act.

"Class A Units" means the Class A Units of the Partnership containing the rights, preferences and privileges ascribed to such units in the Partnership Agreement Amendment.

"Closing" has the meaning assigned to such term in Section 2.3(a).

"Closing Date" has the meaning assigned to such term in Section 2.3(a).

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" has the meaning assigned to such term in the Partnership Agreement.

"Conflicts Committee" has the meaning assigned to such term in the Partnership Agreement.

"Contributing Indemnified Parties" has the meaning assigned to such term in Section 9.2.

"Contributing Parties" has the meaning assigned to such term in the preamble.

"Contributing Parties Aggregated Group" has the meaning assigned to such term in Section 3.13(e).

"Contributing Parties Ancillary Document" means each agreement, document or certificate to be delivered by the Contributing Parties at the Closing pursuant to Section 2.3(b), including the Conveyance Agreement.

"Contributing Parties Closing Certificate" has the meaning assigned to such term in Section 6.1(a).

"Contributing Parties Fundamental Representations" has the meaning assigned to such term in Section 9.10(a).

"Control," and its derivatives, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.

"Conveyance Agreement" has the meaning assigned to such term in Section 2.1.

"Damages" means liabilities and obligations, including all losses, deficiencies, costs, expenses, fines, interest, expenditures, judgments, damages and reasonable attorneys' fees and reasonable expenses of investigating, defending and prosecuting litigation.

"Delaware LP Act" means the Delaware Revised Uniform Limited Partnership Act.

"Disclosure Schedules" means the disclosure schedules to this Agreement.

"Environmental Laws" means any federal, state or local Laws that regulate or otherwise pertain to the protection of the environment, including the management, control, discharge, emission, treatment, containment, handling, removal, use, generation, permitting, migration, storage, release, transportation, disposal, remediation, manufacture, processing or distribution of Hazardous Materials that are or may present a threat to the environment, including the following Laws, as amended as of the date hereof and interpreted by the highest court of competent jurisdiction through the date hereof: (a) the Resource Conservation and Recovery Act; (b) the Clean Air Act; (c) CERCLA; (d) the Federal Water Pollution Control Act; (e) the Safe Drinking Water Act; (f) the Toxic Substances Control Act; (g) the Emergency Planning and Community Right-to Know Act; (h) the National Environmental Policy Act; (i) the Pollution Prevention Act of 1990; (j) the Oil Pollution Act of 1990; (k) the Hazardous Materials Transportation Act and (l) all rules, regulations, orders, judgments, decrees promulgated or issued with respect to the foregoing Environmental Laws by Governmental Authorities with jurisdiction in the premises. Notwithstanding the foregoing, the term "Environmental Laws" does not include operating practices or standards that may be employed or adopted by other industry participants or recommended by a Governmental Authority that are not required by such federal, state or local Laws.

"Environmental Permits" has the meaning assigned to such term in Section 3.11.

"ERISA" has the meaning assigned to such term in Section 3.13(b).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Existing SemCrude Pipeline LLC Agreement" means the Operating Agreement of SemCrude Pipeline, dated as of January 26, 2007.

"FERC" means the Federal Energy Regulatory Commission.

"Financial Statements" has the meaning assigned to such term in Section 3.5(b).

"GAAP" means generally accepted accounting principles in the United States of America.

"General Partner" has the meaning assigned to such term in the preamble.

"Governmental Authority" means any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality.

"Hazardous Materials" means any substance, whether solid, liquid, or gaseous: (a) which is listed, defined, or regulated as a "hazardous material," "hazardous waste," "solid waste," "hazardous substance," "toxic substance," "pollutant," or "contaminant," or otherwise classified or regulated or subject to liability in or pursuant to any Environmental Law; or (b) which is or contains asbestos, polychlorinated biphenyls, radon, urea formaldehyde foam insulation, explosives, or radioactive materials; or (c) which causes or threatens to cause contamination, nuisance with respect to any properties, or a hazard to the environment or to the health or safety of Persons on or about any properties.

"Indemnity Claim" has the meaning assigned to such term in Section 9.5(a).

"Investment Company Act" has the meaning assigned to such term in Section 3.16(a).

"Knowledge," as used in this Agreement with respect to a Party, means the actual knowledge of that Party' s designated personnel after due inquiry. The designated personnel for the Contributing Parties are Robert Fitzgerald, Candice Cheeseman, Peter Schwiering, Mark Magers, Tom Soluri and Dave Minielly. The designated personnel for the Partnership Parties are Candice Cheeseman.

"Law" means any applicable law, common law, statute or ordinance of any nation or state, including the United States of America, and any political subdivision thereof, including any state of the United States of America, any rule, regulation or executive order promulgated by any Governmental Authority or any applicable judgment, order, decree or decision of any court or other Governmental Authority having the effect of law in any such jurisdiction.

"Lien" means any mortgage, deed of trust, lien, security interest, pledge, conditional sales contract, charge, right of first refusal, drag-along or tag-along right or other encumbrance.

"Material Adverse Effect" means any change, effect, event, occurrence, condition or other circumstance that: (a) materially and adversely affects the business, assets, liabilities, properties, financial condition or results of operations of SemCrude Pipeline, White Cliffs Pipeline or the Subject Interest, individually or in the aggregate, other than any such change, effect, event, occurrence, condition or other circumstance to the extent resulting or arising from (i) any change in the interstate crude oil transportation industry generally (including any change in the prices of crude oil or other hydrocarbon products or industry margins), (ii) any change in general market, economic, financial or political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, (iii) any regulatory changes or changes in Law or GAAP, (iv) the entry into or announcement of this Agreement, actions contemplated by this Agreement or the consummation of the transactions contemplated hereby, provided that in the

case of clauses (i), (ii) or (iii), the impact on SemCrude Pipeline or White Cliffs Pipeline is not disproportionate to the impact on other interstate crude oil pipeline companies; or (b) hinders, delays or impedes the ability of any Contributing Party to perform its obligations under the Agreement or the Contributing Parties Ancillary Documents or to consummate the transactions contemplated by this Agreement or any Contributing Parties Ancillary Document.

"Material Contract" has the meaning assigned to such term in Section 3.14(b).

"Notice" has the meaning assigned to such term in Section 10.2.

"Notional General Partner Unit" has the meaning assigned to such term in the Partnership Agreement.

"Operator" has the meaning assigned to such term in the recitals.

"Ownership Percentage" means with respect to (a) the Contributing Parties, 66.67% with respect to SemCrude Pipeline and 34% with respect to White Cliffs Pipeline and (b) the Partnership Parties, 33.33% with respect to SemCrude Pipeline and 17% with respect to White Cliffs Pipeline.

"Parties" has the meaning assigned to such term in the preamble.

"Partnership" has the meaning assigned to such term in the preamble.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 14, 2011.

"Partnership Agreement Amendment" has the meaning assigned to such term in Section 2.3(b).

"Partnership Ancillary Document" means each agreement, document or certificate to be delivered by the Partnership Parties at the Closing pursuant to Section 2.3(c), including the Conveyance Agreement.

"Partnership Common Unit Offering" means the issuance and sale of Common Units by the Partnership pursuant to that certain Common Unit Purchase Agreement, dated as of January 8, 2013, by and among the Partnership and the purchasers identified therein.

"Partnership Debt" has the meaning assigned to such term in Section 7.7.

"Partnership Entities" means the Partnership Parties and their subsidiaries.

"Partnership Financial Statements" has the meaning assigned to such term in Section 4.7.

"Partnership Fundamental Representations" has the meaning assigned to such term in Section 9.10(b).

"Partnership Indemnified Parties" has the meaning assigned to such term in Section 9.1.

"Partnership Material Adverse Effect" means any change, effect, event, occurrence, condition or other circumstance that: (a) materially and adversely affects the business, assets, liabilities, properties, financial condition or results of operations of any Partnership Party, individually or in the aggregate, other than any such change, effect, event, occurrence, condition or other circumstance to the extent resulting or arising from (i) any change in the interstate crude oil transportation industry generally (including any change in the prices of crude oil or other hydrocarbon products or industry margins), (ii) any change in general market, economic, financial or political conditions, including any engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, (iii) any regulatory changes or changes in Law or GAAP, (iv) the entry into or announcement of this Agreement, actions contemplated by this Agreement or the consummation of the transactions contemplated hereby, provided that in the case of clauses (i), (ii) or (iii), the impact on such Partnership Party is not disproportionate to the impact on other interstate crude oil pipeline companies; or (b) hinders, delays or impedes the ability of any Partnership Party to perform its obligations under this Agreement or the Partnership Ancillary Documents or to consummate the transactions contemplated by this Agreement or any Partnership Ancillary Document.

"Partnership Parties" has the meaning assigned to such term in the preamble.

"Partnership Parties Closing Certificate" has the meaning assigned to such term in Section 6.2(a).

"Permits" has the meaning assigned to such term in Section 3.12.

"Permitted Liens" means all: (a) to the extent no amounts secured thereby are past due or are being contested in good faith by appropriate proceedings and as to which adequate reserves, if any, have been established, mechanics' , materialmen' s, carriers' , workmen' s, repairmen' s, vendors' , operators' or other like Liens entered into in the ordinary course of business consistent with past practices, if any, that do not materially detract from the value of or materially interfere with the use of any of such Person' s assets subject thereto; (b) to the extent no amounts secured thereby are past due or are being contested in good faith by appropriate proceedings, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practices; (c) title defects, rights of use, rights-of-way, permits, licenses, servitudes, sub-surface leases, grazing rights, logging rights, and easements (including the right to operate and maintain ponds, lakes, waterways, canals, ditches, reservoirs, equipment, pipelines, utility lines, railways, streets, roads and structures on, over or through any of such Person' s assets), if any, that, individually or in the aggregate, do not or would not impair in any material respect the use or occupancy of any material portion of such Person' s assets; (d) Liens for Taxes that are not due and payable, that may thereafter be paid without penalty or are being contested in good faith by appropriate proceedings and as to which adequate reserves, if any, have been established; (e) Liens supporting surety bonds, performance bonds and similar obligations issued in connection with any of such Person' s businesses; and (f) Liens that will be paid in full or released on or prior to the Closing.

"Person" means an individual or entity, including any partnership, corporation, association, trust, limited liability company, joint venture, unincorporated organization or Governmental Authority.

"Plans" has the meaning assigned to such term in Section 3.13(b).

"Revolving Credit Agreement" means the Credit Agreement, dated as of November 10, 2011, by and among the Partnership, as the borrower, certain subsidiaries of the Partnership, as guarantors, The Royal Bank of Scotland plc, as administrative agent and collateral agent, and the lenders party thereto, as amended.

"Rocky Cliffs" has the meaning assigned to such term in the recitals.

"Rocky Cliffs Distribution" has the meaning assigned to such term in the recitals.

"RRMH" has the meaning assigned to such term in the preamble.

"RRMO" has the meaning assigned to such term in the preamble.

"SEC Contract" has the meaning assigned to such term in Section 3.14(a).

"SEC Documents" has the meaning assigned to such term in Section 4.7.

"Securities Act" means the Securities Act of 1933, as amended.

"SemCrude Pipeline" has the meaning assigned to such term in the recitals.

"SemCrude Pipeline Financial Statements" has the meaning assigned to such term in Section 3.5(b).

"SemGroup" has the meaning assigned to such term in the preamble.

"SemGroup Entities" means the Contributing Parties and any other Person Controlled by SemGroup, other than the Partnership Entities.

"Subject Interest" has the meaning assigned to such term in the recitals.

"Tax" means all taxes, however denominated, including any interest, penalties or other additions to tax that may become payable in respect thereof, imposed by any federal, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and state income taxes), gross receipts taxes, net proceeds taxes, alternative or add-on minimum, sales taxes, use taxes, real property gains or transfer taxes, ad valorem taxes, property taxes, value-added taxes, franchise taxes, production taxes, severance taxes, windfall profit taxes, withholding taxes, payroll taxes, employment taxes, excise taxes and other obligations of the same or similar nature to any of the foregoing.

"Tax Items" has the meaning assigned to such term in Section 7.2(a).

"Tax Losses" has the meaning assigned to such term in Section 7.1(a).

"Tax Return" means all reports, estimates, declarations of estimated Tax, information statements and returns relating to, or required to be filed in connection with, any Taxes, including information returns or reports with respect to backup withholding and other payments to third parties.

"Taxing Authority" means, with respect to any Tax, the governmental body, entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision, including any governmental or quasi-governmental entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"Threshold Amount" has the meaning assigned to such term in Section 9.10(a).

"Transfer Taxes" has the meaning assigned to such term in Section 7.4.

"Transferred Assets" means the assets owned at the Closing by SemCrude Pipeline and White Cliffs Pipeline.

"Treasury Regulations" means the U.S. treasury regulations promulgated under the Code.

"Unit Consideration" means the Additional LP Units and the Additional GP Units.

"White Cliffs Pipeline" has the meaning assigned to such term in the recitals.

"White Cliffs Pipeline Financial Statements" has the meaning assigned to such term in Section 3.5(a).

"White Cliffs Pipeline LLC Agreement" means the Limited Liability Company Agreement of Front Range Pipeline, L.L.C., dated as of January 29, 2007, as amended by that certain First Amendment to the Limited Liability Company Agreement of White Cliffs Pipeline, L.L.C. (formerly known as Front Range Pipeline, L.L.C.), dated as of July 18, 2008, as further amended by that certain Amendment to the Limited Liability Company Agreement of White Cliffs Pipeline, L.L.C., dated as of June 2, 2009, as further amended by that certain Third Amendment to the Limited Liability Company Agreement of White Cliffs Pipeline, L.L.C., dated as of November 30, 2009, and as further amended by that certain Fourth Amendment to the Limited Liability Company Agreement of White Cliffs Pipeline, L.L.C., dated as of September 1, 2010.

1.2 Construction.

In construing and interpreting this Agreement: (a) the word "includes" and its derivatives means "includes, without limitation" and corresponding derivative expressions; (b) the currency amounts referred to herein, unless otherwise specified, are in United States dollars; (c) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified; (d) unless otherwise specified, all references in this Agreement to "Article," "Section," "Disclosure Schedule," "Exhibit," "preamble" or "recitals" shall be

references to an Article, Section, Disclosure Schedule, Exhibit, preamble or recitals hereto; (e) whenever the context requires, the words used in this Agreement shall include the masculine, feminine and neuter, as well as the singular and the plural; (f) references to a Party include its permitted successors and assigns; (g) except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; (h) the captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof; (i) "writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (j) the words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and (k) any reference to applicable Law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder, all as in effect as of the date hereof.

## ARTICLE II
## CONTRIBUTION AND CLOSING

2.1 Contribution.

At the Closing and subject to the terms and conditions set forth in this Agreement and in that certain Contribution, Conveyance and Assumption Agreement to be entered into by and among the parties thereto at the Closing in substantially the same form attached hereto as Exhibit A (the "Conveyance Agreement"), (a) the Contributing Parties shall grant, contribute, transfer, assign and convey the Subject Interest to the Partnership, and the Partnership shall acquire the Subject Interest from the Contributing Parties and (b) the Partnership shall then further grant, contribute, transfer, assign and convey the Subject Interest to RRMO.

2.2 Consideration.

(a) The aggregate consideration to be transferred by the Partnership to the Contributing Parties for the Subject Interest at the Closing shall consist of the following (collectively, the "Aggregate Consideration"):

(i) a cash distribution to the Contributing Parties of an amount equal to the Cash Consideration;

(ii) the issuance of the Additional LP Units; and

(iii)(A) the increase in the capital account of the General Partner by an amount equal to the Additional GP Interest and (B) the issuance of the Additional GP Units, in consideration for a contribution to the Partnership on behalf of the General Partner of the applicable portion of the Subject Interest.

(b) The Cash Consideration shall be paid by the Partnership at the Closing by wire or interbank transfer of immediately available funds to the account(s) specified by the Contributing Parties.

(c) The Additional LP Units shall be issued by the Partnership to the Contributing Parties or their designee(s), as provided in, or pursuant to, the Conveyance Agreement.

(d) The Additional GP Units shall be issued by the Partnership to the General Partner as provided in, or pursuant to, the Conveyance Agreement.

2.3 Closing and Closing Deliveries.

(a) The closing of the transactions contemplated hereby pursuant to this Agreement and the Conveyance Agreement (the "Closing") will be held at the offices of SemGroup, 6120 South Yale Avenue, Suite 700, Tulsa, Oklahoma 74136 on or before the second (2nd) Business Day following satisfaction or waiver of the conditions to Closing set forth in Article VI, commencing at 9:00 a.m., Tulsa, Oklahoma time, or such other place, date and time as may be mutually agreed upon by the Parties. The "Closing Date," as referred to herein, shall mean the date of the Closing.

(b) At the Closing, the Contributing Parties shall deliver, or cause to be delivered, to the Partnership Parties the following:

(i) a counterpart of the Conveyance Agreement, duly executed by each Contributing Party that is a party thereto;

(ii) the Contributing Parties Closing Certificate, duly executed by, or on behalf of, each of the Contributing Parties;

(iii) a certificate of good standing of recent date of each of SemCrude Pipeline and White Cliffs Pipeline, in each case, as certified by the Secretary of State of the State of Delaware;

(iv) a counterpart of the First Amended and Restated Limited Liability Company Agreement of SemCrude Pipeline in substantially the same form attached hereto as Exhibit B (the "Amended SemCrude Pipeline LLC Agreement"), duly executed by RRMH;

(v) the Amendment to the Partnership Agreement in substantially the same form attached hereto as Exhibit C (the "Partnership Agreement Amendment"), duly executed by the General Partner;

(vi) a properly executed certificate of SemGroup that (x) RRMH and the General Partner are disregarded entities for federal income tax purposes and are wholly owned by SemGroup and (y) pursuant to Treasury Regulations Section 1.1445-2(b)(2), SemGroup is not a "foreign person" within the meaning of Section 1445 of the Code; and

(vii) such other certificates, instruments of conveyance and documents as may be reasonably requested by the Partnership Parties prior to the Closing Date to carry out the intent and purposes of this Agreement.

(c) At the Closing, the Partnership Parties shall deliver, or cause to be delivered, to the Contributing Parties the following:

(i) a counterpart of the Conveyance Agreement, duly executed by each Partnership Party that is a party thereto;

(ii) the Aggregate Consideration as provided in Section 2.2;

(iii) the Partnership Parties Closing Certificate, duly executed by, or on behalf of, each of the Partnership Parties;

(iv) a counterpart of the Amended SemCrude Pipeline LLC Agreement, duly executed by RRMO; and

(v) such other certificates, instruments of conveyance and documents as may be reasonably requested by the Contributing Parties prior to the Closing Date to carry out the intent and purposes of this Agreement.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES
## OF THE CONTRIBUTING PARTIES

The Contributing Parties hereby represent and warrant to the Partnership Parties as of the date of this Agreement and as of the Closing Date, in each case, as follows:

3.1 Organization.

(a) SemGroup is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted. RRMH is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted.

(b) Each of SemCrude Pipeline and White Cliffs Pipeline is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted.

(c) Each of SemCrude Pipeline and White Cliffs Pipeline is duly licensed or qualified to do business in the states in which the character of the properties and assets owned or held by it or the nature of the business conducted by it requires it to be so licensed or qualified.

3.2 Authority and Approval.

(a) Each of the Contributing Parties has full corporate or limited liability company power and authority to execute and deliver this Agreement, to consummate the transactions

contemplated hereby and to perform all of the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of all of the terms and conditions hereof to be performed by the Contributing Parties have been duly authorized and approved by all requisite corporate or limited liability company action of each of the Contributing Parties. This Agreement has been duly executed and delivered by each of the Contributing Parties and, assuming the due authorization, execution and delivery of this Agreement by the Partnership Parties, constitutes the valid and legally binding obligation of each of them, enforceable against each of the Contributing Parties in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (whether applied in a proceeding at law or in equity).

(b) Each of the Contributing Parties has full corporate or limited liability company power and authority to execute and deliver each Contributing Party Ancillary Document to which it is a party, to consummate the transactions contemplated thereby and to perform all of the terms and conditions thereof to be performed by it. The execution and delivery of each of the Contributing Party Ancillary Documents, the consummation of the transactions contemplated thereby and the performance of all of the terms and conditions thereof to be performed by each of the Contributing Parties which is a party thereto have been duly authorized and approved by all requisite corporate or limited liability company action of each such party. When executed and delivered by each of the parties thereto, each Contributing Party Ancillary Document will constitute a valid and legally binding obligation of each of the Contributing Parties that is a party thereto enforceable against each such party in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (whether applied in a proceeding at law or in equity).

3.3 No Conflict; Consents.

Except as set forth in Disclosure Schedule 3.3:

(a) the execution, delivery and performance of this Agreement by any of the Contributing Parties does not, and the execution, delivery and performance by any of the Contributing Parties of any of the Contributing Parties Ancillary Documents will not, and the fulfillment and compliance with the terms and conditions hereof and thereof and the consummation of the transactions contemplated hereby and thereby will not: (i) violate, conflict with any of, result in any breach of, or require the consent of any Person under, the terms, conditions or provisions of the certificate of incorporation, certificate of formation, bylaws, limited liability company agreement or equivalent governing instruments of any Contributing Party, SemCrude Pipeline or White Cliffs Pipeline; (ii) conflict with or violate any provision of any Law applicable to the Subject Interest, the Contributing Parties, SemCrude Pipeline or White Cliffs Pipeline; (iii) conflict with, result in a breach of, constitute a default under (whether with notice or the lapse of time or both), or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under, or result in the suspension,

termination or cancellation of, or in a right of suspension, termination or cancellation of, any indenture, mortgage, agreement, contract, commitment, license, concession, Permit, lease, joint venture or other agreement or instrument to which any of the Contributing Parties, SemCrude Pipeline or White Cliffs Pipeline is a party or by which it or any of their respective assets are bound; or (iv) result in the creation of any Lien (other than Permitted Liens) on the Subject Interest or any assets of SemCrude Pipeline or any assets of White Cliffs Pipeline, except in the case of clauses (ii), (iii) or (iv) for those items which, individually or in the aggregate, would not have (or be reasonably expected to have) a Material Adverse Effect; and

(b) no consent, approval, license, Permit, order or authorization of any Governmental Authority or other Person is required to be obtained or made by any of the Contributing Parties, SemCrude Pipeline or White Cliffs Pipeline in connection with the execution, delivery and performance of this Agreement and the Contributing Parties Ancillary Documents or the consummation of the transactions contemplated hereby or thereby, except (i) as have been waived or obtained or with respect to which the time for asserting such right has expired or (ii) for those that individually or in the aggregate, would not have a Material Adverse Effect (including such consents, approvals, orders or Permits that are not customarily obtained prior to the Closing and are reasonably expected to be obtained in the ordinary course of business consistent with past practices following the Closing).

3.4 Capitalization; Title to Subject Interest.

Except as set forth in Disclosure Schedule 3.4:

(a) RRMH owns beneficially and of record the Subject Interest free and clear of all Liens (other than those that will be paid in full or released on or prior to the Closing or other than those arising pursuant to the terms of the Existing SemCrude Pipeline LLC Agreement, the White Cliffs Pipeline LLC Agreement, this Agreement or the Contributing Parties Ancillary Documents or restrictions on transfer under applicable federal and state securities Laws). The Subject Interest is not subject to any agreements or understandings with respect to the voting or transfer of the Subject Interest (other than those arising pursuant to the terms of the Existing SemCrude Pipeline LLC Agreement, the White Cliffs Pipeline LLC Agreement, this Agreement or the Contributing Parties Ancillary Documents or restrictions on transfer under applicable federal and state securities Laws). The Subject Interest has been duly authorized and is validly issued and fully paid (to the extent required under the Existing SemCrude Pipeline LLC Agreement) and the membership interest of White Cliffs Pipeline owned by SemCrude Pipeline has been duly authorized and is validly issued and fully paid (to the extent required under the White Cliffs Pipeline LLC Agreement).

(b) There are no outstanding subscriptions, options, warrants, preemptive rights, preferential purchase rights, rights of first refusal or any similar rights issued or granted by, or binding upon, SemCrude Pipeline, White Cliffs Pipeline or any of the Contributing Parties to purchase or otherwise acquire or to sell or otherwise dispose of any security of or equity interest in SemCrude Pipeline or White Cliffs Pipeline, except the contribution of the Subject Interest as contemplated by this Agreement and the Conveyance Agreement and as may be contained in the Existing SemCrude Pipeline LLC Agreement or the White Cliffs Pipeline LLC Agreement.

(c) SemCrude Pipeline owns a 51% membership interest in White Cliffs Pipeline. Other than as set forth in the immediately preceding sentence, SemCrude Pipeline does not own any equity interest, directly or indirectly, in any Person.

3.5 Financial Statements; Undisclosed Liabilities.

(a) The Contributing Parties have made available to the Partnership Parties true, complete and correct copies of the audited annual balance sheet of White Cliffs Pipeline as of December 31, 2011, and the related statements of income and cash flows for the year then ended, and the unaudited and unadjusted balance sheet of White Cliffs Pipeline for the nine-month period ended September 30, 2012 and the related statements of income and cash flows for the period then ended (collectively, the "White Cliffs Pipeline Financial Statements"). Except as set forth in Disclosure Schedule 3.5(a), the White Cliffs Pipeline Financial Statements (including any notes thereto) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby and present fairly the financial condition of White Cliffs Pipeline as of such dates and the results of operations of White Cliffs Pipeline for such periods (other than for changes in accounting principles disclosed therein and, with respect to the unaudited financial statements, for normal and recurring year-end adjustments and the absence of financial footnotes).

(b) The Contributing Parties have made available to the Partnership Parties true, complete and correct copies of the unaudited and unadjusted balance sheet of SemCrude Pipeline for the nine-month period ended September 30, 2012 and the related statements of income and cash flows for the period then ended (collectively, the "SemCrude Pipeline Financial Statements" and, together with the White Cliffs Pipeline Financial Statements, the "Financial Statements"). Except as set forth in Disclosure Schedule 3.5(b), the SemCrude Pipeline Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period covered thereby and present fairly the financial condition of SemCrude Pipeline as of such date and the results of operations of SemCrude Pipeline for such period (other than for changes in accounting principles disclosed therein and for normal and recurring year-end adjustments and the absence of financial footnotes).

(c) There are no liabilities or obligations of SemCrude Pipeline or White Cliffs Pipeline (whether accrued, absolute, contingent or otherwise) and there are no facts or circumstances that would result in any such liabilities or obligations, other than (i) liabilities or obligations reflected or reserved against in the Financial Statements or described in the footnotes thereto, (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practices since September 30, 2012, (iii) liabilities or obligations arising under executory contracts entered into in the ordinary course of business consistent with past practices, (iv) liabilities not required to be presented by GAAP in unaudited financial statements, (v) liabilities or obligations under this Agreement, (vi) liabilities or obligations disclosed in Disclosure Schedule 3.5(c) and (vii) other liabilities or obligations which, in the aggregate, would not have a Material Adverse Effect.

Notwithstanding the foregoing, the Contributing Parties make no representation or warranty, express or implied, under this Section 3.5 relating to Tax matters, which are exclusively addressed in Section 3.10.

3.6 Working Capital and SemCrude Pipeline Assets.

(a) As of the date of this Agreement and the Closing Date, each of SemCrude Pipeline and, to the Contributing Parties' Knowledge, White Cliffs Pipeline has (and will have) a level of working capital that is adequate for its level of operations, consistent with past practices.

(b) SemCrude Pipeline has no assets other than its equity ownership interests in White Cliffs Pipeline.

3.7 Title to Assets.

Except as set forth in Disclosure Schedule 3.7 and as would not, individually or in the aggregate, have (or be reasonably expected to have) a Material Adverse Effect, SemCrude Pipeline and White Cliffs Pipeline each has good and valid title to its respective property interests and the assets used or necessary to conduct their respective businesses as presently conducted, free and clear of any Liens, except for any Permitted Liens.

3.8 Litigation; Laws and Regulations.

Except as set forth in Disclosure Schedule 3.8 or in the footnotes to the Financial Statements:

(a) There are no (i) civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or proceedings pending or, to the Contributing Parties' Knowledge, threatened (A) against or affecting the Subject Interest, SemCrude Pipeline or its assets or businesses or White Cliffs Pipeline or its assets or businesses or (B) that (1) alleges the invalidity or unenforceability of any of the Contributing Parties' obligations under this Agreement or any of the Contributing Parties Ancillary Documents or (2) seeks to prevent or delay the consummation by the Contributing Parties of the transactions contemplated by this Agreement or any of the Contributing Parties Ancillary Documents; or (ii) judgments, orders, decrees or injunctions of any Governmental Authority, whether at law or in equity, (A) against or affecting SemCrude Pipeline or its assets or businesses or the Subject Interest or White Cliffs Pipeline or its assets or businesses, or (B) that (1) alleges the invalidity or unenforceability of any of the Contributing Parties' obligations under this Agreement or any of the Contributing Parties Ancillary Documents or (2) seeks to prevent or delay the consummation by the Contributing Parties of the transactions contemplated by this Agreement or any of the Contributing Parties Ancillary Documents, except in each case of (i) and (ii) of this Section 3.8(a), for those items that would not, individually or in the aggregate, have a Material Adverse Effect.

(b) SemCrude Pipeline is not and, to the Contributing Parties' Knowledge, White Cliffs Pipeline is not, in violation of or in default under any applicable Law, except as would not, individually or in the aggregate, have a Material Adverse Effect.

Notwithstanding the foregoing, the Contributing Parties make no representation or warranty, express or implied, under this Section 3.8 relating to Tax matters, which are exclusively addressed in Section 3.10, Environmental matters, which are exclusively addressed in Section 3.11, Permits, which are exclusively addressed in Section 3.12, employee or employee benefits matters, which are exclusively addressed in Section 3.13, or the Investment Company Act or FERC matters, which are exclusively addressed in Section 3.16.

3.9 No Adverse Changes.

Except as set forth in Disclosure Schedule 3.9 or as described in the Financial Statements, from September 30, 2012 to the date of this Agreement:

(a) there has not been a Material Adverse Effect applicable to SemCrude Pipeline or White Cliffs Pipeline or any of their respective material assets;

(b) the assets of SemCrude Pipeline and, to the Contributing Parties' Knowledge, White Cliffs Pipeline have been operated and maintained in the ordinary course of business consistent with past practices;

(c) there has not been any material damage or destruction to any material portion of the assets of SemCrude Pipeline or, to the Contributing Parties' Knowledge, White Cliffs Pipeline, other than such damage or destruction that has been repaired and such assets are available for service or operation;

(d) there has been no delay in, or postponement of, the payment of any liabilities by SemCrude Pipeline or, to the Contributing Parties' Knowledge, White Cliffs Pipeline in excess of $500,000; and

(e) there is no contract, commitment or agreement for SemCrude Pipeline or, to the Contributing Parties' Knowledge, White Cliffs Pipeline to do any of the foregoing.

3.10 Taxes.

(a) Except as set forth in Disclosure Schedule 3.10 or as reflected on the Financial Statements and, with respect to White Cliffs Pipeline, to the Contributing Parties' Knowledge, (i) SemCrude Pipeline and White Cliffs Pipeline have filed or the Contributing Parties and their Affiliates have caused to be filed all Tax Returns required to be filed by SemCrude Pipeline or White Cliffs Pipeline or with respect to the Transferred Assets on a timely basis (taking into account all legal extensions of due dates); (ii) all such Tax Returns were complete and correct; (iii) all Taxes owed by SemCrude Pipeline or White Cliffs Pipeline or with respect to the Transferred Assets which are or have become due have been timely paid in full; (iv) there are no Liens on the Subject Interest or the Transferred Assets that arose in connection with any failure (or alleged failure) to pay any Tax on the Transferred Assets or with respect to the Subject Interest, other than Liens for Taxes not yet due and payable; (v) there is no pending action, proceeding or, to the Knowledge of the Contributing Parties, investigation for assessment or collection of Taxes and no Tax assessment, deficiency or adjustment has been asserted or proposed with respect to SemCrude Pipeline, White Cliffs Pipeline or the Transferred Assets; (vi) since the date of its formation, SemCrude Pipeline has been treated as a partnership or a disregarded entity for federal income tax purposes; and (vii) since the date of its formation, White Cliffs Pipeline has been treated as a partnership for federal income tax purposes.

(b) For the period that includes the most recent four calendar quarters ending before the Closing Date and the portion of the calendar quarter up to and including the Closing Date, more than 90% of the gross income with respect to the Transferred Assets will be income from the exploration, development, mining or production, processing, refining, transportation (including pipelines transporting gas, oil or products thereof), storage or marketing of any mineral or natural resource, or other items of income as to which counsel has opined or will opine are "qualifying income" within the meaning of Section 7704(d) of the Code.

3.11 Environmental Matters.

Except as set forth in Disclosure Schedule 3.11, as reflected on the Financial Statements or as would not, individually or in the aggregate, have (or be reasonably expected to have) a Material Adverse Effect: (a) SemCrude Pipeline and its assets, operations and businesses and White Cliffs Pipeline and its assets, operations and businesses are and have been in compliance with applicable Environmental Laws; (b) neither SemCrude Pipeline nor White Cliffs Pipeline has any obligation to investigate, remediate, monitor or otherwise address (including paying for such action) the presence, on-site or offsite, of Hazardous Materials under any applicable Environmental Laws; (c) SemCrude Pipeline and its assets, operations and businesses and White Cliffs Pipeline and its assets, operations and businesses are not subject to any pending or, to the Contributing Parties' Knowledge, threatened, claim, action, suit, investigation, inquiry or proceeding under any Environmental Law (including designation as a potentially responsible party under CERCLA or any similar local or state Law); (d) all notices, Permits, Permit exemptions, licenses or similar authorizations, if any, required to be obtained or filed by SemCrude Pipeline with respect to its assets, operations and businesses and White Cliffs Pipeline with respect to its assets, operations and businesses, by any Contributing Party under any Environmental Law ("Environmental Permits") in connection with SemCrude Pipeline' s or White Cliffs Pipeline' s businesses or assets have been duly obtained or filed and are valid and currently in full force and effect; (e) each of SemCrude Pipeline and White Cliffs Pipeline has complied in all material respects with the terms and conditions of such Environmental Permits; (f) such Environmental Permits will not be subject to suspension, modification, revocation or non-renewal as a result of the execution and delivery of this Agreement and the Contributing Parties Ancillary Documents or the consummation of the transactions contemplated hereby or thereby (including such Environmental Permits that are not customarily obtained prior to the Closing and are reasonably expected to be obtained in the ordinary course of business consistent with past practices following the Closing); (g) no proceeding is pending or, to the Contributing Parties' Knowledge, threatened with respect to any alleged failure by SemCrude Pipeline or White Cliffs Pipeline to have any material Environmental Permit necessary for the operation of any of SemCrude Pipeline' s or White Cliffs Pipeline' s assets or the conduct of their respective businesses or to be in compliance therewith; and (h) there has been no release of any Hazardous Material into the environment by SemCrude Pipeline or White Cliffs Pipeline at or from their assets, operations and businesses except in compliance with applicable Environmental Law.

3.12 Licenses; Permits.

Except as set forth in Disclosure Schedule 3.12: (a) SemCrude Pipeline and, to the Contributing Parties' Knowledge, White Cliffs Pipeline have all licenses, permits and authorizations issued or granted by Governmental Authorities (collectively, "Permits") that are

material and necessary for the conduct of SemCrude Pipeline' s and White Cliffs Pipeline' s businesses as they are now being conducted, (b) all such Permits are validly held by SemCrude Pipeline and, to the Contributing Parties' Knowledge, White Cliffs Pipeline and are in full force and effect in all material respects, (c) SemCrude Pipeline and, to the Contributing Parties' Knowledge, White Cliffs Pipeline have complied in all material respects with the terms and conditions of such Permits and (d) such Permits will not be subject to suspension, modification, revocation or non-renewal as a result of the execution and delivery of this Agreement and the Contributing Parties Ancillary Documents or the consummation of the transactions contemplated hereby or thereby, except as would not, individually or in the aggregate, have (or be reasonably expected to have) a Material Adverse Effect (including such Permits that are not customarily obtained prior to the Closing and are reasonably expected to be obtained in the ordinary course of business consistent with past practices following the Closing). No proceeding is pending or, to the Contributing Parties' Knowledge, threatened with respect to any alleged failure by SemCrude Pipeline or White Cliffs Pipeline to have any material Permit necessary for the operation of any of SemCrude Pipeline' s or White Cliffs Pipeline' s assets or the conduct of their respective businesses or to be in material compliance therewith. Notwithstanding the foregoing, the Contributing Parties make no representation or warranty, express or implied, under this Section 3.12 relating to Environmental Permits, which are exclusively addressed in Section 3.11.

3.13 Employees and Employee Benefits.

(a) Neither SemCrude Pipeline nor White Cliffs Pipeline has any employees. None of the employees of the Contributing Parties or their Affiliates who provide exclusive or shared services to SemCrude Pipeline, White Cliffs Pipeline or with respect to their assets (collectively, the "Associated Employees") are covered by a collective bargaining agreement. Except as would not result in any liability to SemCrude Pipeline or White Cliffs Pipeline, there are no facts or circumstances that have resulted or would result in a claim against SemCrude Pipeline or White Cliffs Pipeline on behalf of an individual or a class in excess of $500,000 for unlawful discrimination, unpaid overtime or any other violation of state or federal Laws relating to employment of the Associated Employees or any claims relating to any liability under ERISA.

(b) All compensation or benefit plan, agreement, program or policy (whether written or oral, formal or informal) for the benefit of any present or former directors, officers, employees, agents, consultants or other similar representatives, including, but not limited to, any "employee benefit plan" as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (the foregoing are hereinafter collectively referred to as "Plans") in which Associated Employees participate are sponsored or maintained by a Contributing Party or an Affiliate of a Contributing Party.

(c) Each Plan in which Associated Employees participate and which is intended to be qualified under Section 401(a) of the Code has been determined by the Internal Revenue Service to be so qualified or relies on an opinion letter issued by the Internal Revenue Service with respect to a base prototype plan document.

(d) Each Plan in which Associated Employees participate is and has been maintained in material compliance with its terms and the provisions of all applicable Laws, including, without limitation, ERISA and the Code.

(e) Neither a Contributing Party nor any entity treated as a single employer with a Contributing Party for purposes of Section 414(b), (c), (m) or (o) of the Code (the "Contributing Parties Aggregated Group") has incurred any material liability under Title IV of ERISA (other than for the payment of benefits or Pension Benefit Guaranty Corporation insurance premiums, in either case in the ordinary course).

(f) Other than any liabilities for which SemCrude Pipeline and White Cliffs Pipeline have no responsibility or obligation, neither a Contributing Party nor any member of the Contributing Party Aggregated Group is obligated to contribute to any "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) in respect of which a Contributing Party or any member of the Contributing Party Aggregated Group has or may reasonably be expected to incur any withdrawal liability (as defined in Section 4201 of ERISA) that would result in a Material Adverse Effect.

(g) Except as would not result in any liability to SemCrude Pipeline or White Cliffs Pipeline, the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not (either alone or upon the occurrence of any subsequent employment-related event) result in any payment becoming due, result in the acceleration of the time of payment or vesting of any such benefits, result in the incurrence or acceleration of any other obligation related to the Plans or to any employee or former employee of the Contributing Parties or any of their Affiliates or a nonexempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code.

(h) No member of the Contributing Parties Aggregated Group or any organization to which such member is a successor or parent corporation, within the meaning of Section 4069(b) of ERISA, has engaged in any transaction described in Sections 4069 or 4212(c) of ERISA.

3.14 Contracts.

(a) Disclosure Schedule 3.14 contains: (i) a true and complete listing of each contract and other agreement to which SemCrude Pipeline is a party that would be required to be so listed by SemCrude Pipeline in a Form 10-K filing pursuant to Item 601(b)(10) of Regulation S-K and (ii) to the Contributing Parties' Knowledge, a true and complete listing of each contract and other agreement to which White Cliffs Pipeline is a party that would be required to be so listed by White Cliffs Pipeline in a Form 10-K filing pursuant to Item 601(b)(10) of Regulation S-K. Each such contract or agreement for SemCrude Pipeline or White Cliffs Pipeline shall be referred to herein as a "SEC Contract".

(b) The Contributing Parties have made available to the Partnership Parties a correct and complete copy of (i) each SEC Contract and (ii) each other contract or agreement to which SemCrude Pipeline or White Cliffs Pipeline is a party that provides for revenues to or commitments of SemCrude Pipeline or White Cliffs Pipeline, as applicable, in an amount greater than $1,000,000 during a calendar year. Each such contract, together with the SEC Contracts, shall be referred to herein as a "Material Contract".

(c)(i) Each Material Contract to which SemCrude Pipeline or White Cliffs Pipeline is a party is legal, valid, binding, enforceable (assuming the enforceability against the other party or

parties thereto), and in full force and effect; (ii) each Material Contract will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated by this Agreement; (iii) neither SemCrude Pipeline nor White Cliffs Pipeline is in breach or default of a Material Contract, and no event has occurred which with notice or lapse of time would constitute a breach or default by SemCrude Pipeline or White Cliffs Pipeline, or permit termination, modification, or acceleration, under a Material Contract; and (iv) to the Contributing Parties' Knowledge, no other party is in breach or default, and no event has occurred that with notice, lapse of time or both would constitute a breach or default by such other party, or permit termination, modification or acceleration under a Material Contract, nor has any other party repudiated any provision of a Material Contract; except that in the case of clauses (i) – (iv) above, such breaches, defaults or unenforceability as would not, individually or in the aggregate, have (or be reasonably expected to have) a Material Adverse Effect.

3.15 Transactions with Affiliates.

Except as disclosed in the SEC Contracts, Disclosure Schedule 3.15 or in the footnotes to the Financial Statements, neither SemCrude Pipeline nor White Cliffs Pipeline is party to any agreement, contract or arrangement between SemCrude Pipeline or White Cliffs Pipeline, on the one hand, and any of the Contributing Parties or any of their Affiliates, on the other hand, other than those entered into with White Cliffs Pipeline in the ordinary course of business consistent with past practices on commercially reasonable terms.

3.16 Investment Company Act; FERC.

(a) Neither SemCrude Pipeline nor White Cliffs Pipeline is subject to regulation under the Investment Company Act of 1940, as amended (the "Investment Company Act").

(b) SemCrude Pipeline and White Cliffs Pipeline are in compliance with all applicable orders and regulations of FERC that pertain to the businesses or operations of SemCrude Pipeline or White Cliffs Pipeline, except as would not, individually or in the aggregate, have a Material Adverse Effect. No approval of FERC is required in connection with execution of this Agreement by the Contributing Parties or the consummation by the Contributing Parties of the transactions contemplated hereby.

3.17 Brokerage Arrangements.

None of the Contributing Parties or their Affiliates has entered (directly or indirectly) into any agreement with any Person that would obligate the Partnership Parties, SemCrude Pipeline or White Cliffs Pipeline to pay any commission, brokerage or "finder' s fee" or other fee in connection with this Agreement, the Contributing Parties Ancillary Documents or the transactions contemplated hereby or thereby.

3.18 Capital Commitments.

Other than as set forth on the budgets and AFEs made available via data room to the Conflicts Committee and its representatives before the date hereof, there are no outstanding capital commitments or other expenditure commitments which are binding on SemCrude

Pipeline with respect to White Cliffs Pipeline, or on RRMH with respect to SemCrude Pipeline, and there are no outstanding capital commitments or other expenditure commitments or budgets of White Cliffs Pipeline, which in any such case will require any Partnership Party to make capital contributions in respect of the Subject Interest or SemCrude Pipeline to make capital contributions in respect of its membership interest in White Cliffs Pipeline.

3.19 Investment Intent.

The Contributing Parties have substantial experience in analyzing and investing in entities like the Partnership and are capable of evaluating the merits and risks of their investment in the Partnership. The Contributing Parties are acquiring the Unit Consideration solely for the purpose of investment and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or state securities Laws. The Contributing Parties acknowledge that the Unit Consideration will not be registered under the Securities Act or any applicable state securities Laws, and that such Unit Consideration may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom, as applicable, and pursuant to state securities Laws. The Contributing Parties acknowledge that any certificate representing the Additional LP Units comprising the Unit Consideration shall bear a legend in substantially the following form:

> THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF ROSE ROCK MIDSTREAM, L.P. THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF ROSE ROCK MIDSTREAM, L.P. UNDER THE LAWS OF THE STATE OF DELAWARE OR (C) CAUSE ROSE ROCK MIDSTREAM, L.P. TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). ROSE ROCK MIDSTREAM GP, LLC OR ITS SUCCESSOR, THE GENERAL PARTNER OF ROSE ROCK MIDSTREAM, L.P., MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY OR ADVISABLE TO AVOID A SIGNIFICANT RISK OF ROSE ROCK MIDSTREAM, L.P. BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

3.20 Conflicts Committee Matters.

The projections and budgets provided to the Conflicts Committee (including those provided to Evercore Group L.L.C., the financial advisor to the Conflicts Committee) as part of the Conflicts Committee' s review in connection with this Agreement have a reasonable basis and are consistent with the Contributing Parties' management' s current expectations. The other financial and operational information provided to Evercore Group L.L.C. as part of its review of the proposed transaction for the Conflicts Committee is derived from and is consistent with the Contributing Parties' books and records.

3.21 Waivers and Disclaimers.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES AND OTHER COVENANTS AND AGREEMENTS MADE BY THE CONTRIBUTING PARTIES IN THIS AGREEMENT OR ANY ANCILLARY DOCUMENT, THE CONTRIBUTING PARTIES HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT REGARDING THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING RELATING TO (A) THE SUBJECT INTEREST OR SEMCRUDE PIPELINE, WHITE CLIFFS PIPELINE OR THE VALUE, NATURE, QUALITY OR CONDITION OF THEIR ASSETS, INCLUDING THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION OF SUCH ASSETS GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS MATERIALS OR OTHER MATTERS IN OR ON SUCH ASSETS, (B) THE INCOME OR CASH FLOW TO BE DERIVED BY THE SUBJECT INTEREST OR SEMCRUDE PIPELINE, WHITE CLIFFS PIPELINE OR THEIR ASSETS, OPERATIONS OR BUSINESSES, (C) THE SUITABILITY OF THE ASSETS OF SEMCRUDE PIPELINE OR WHITE CLIFFS PIPELINE FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED USING SUCH ASSETS, (D) THE COMPLIANCE OF OR BY SEMCRUDE PIPELINE, WHITE CLIFFS PIPELINE OR THEIR OPERATIONS WITH ANY LAWS, INCLUDING ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS OR BUSINESSES OF SEMCRUDE PIPELINE OR WHITE CLIFFS PIPELINE. EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT OR IN THE CONTRIBUTING PARTIES ANCILLARY DOCUMENTS, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, NEITHER THE CONTRIBUTING PARTIES NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE SUBJECT INTEREST OR THE CONTRIBUTING PARTIES, SEMCRUDE PIPELINE, WHITE CLIFFS PIPELINE OR THEIR ASSETS FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. THE PROVISIONS OF THIS SECTION 3.21 HAVE BEEN NEGOTIATED BY THE PARTIES AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT INTEREST OR THE CONTRIBUTING PARTIES, SEMCRUDE PIPELINE, WHITE CLIFFS PIPELINE OR THEIR ASSETS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY ANCILLARY DOCUMENT.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES
## OF THE PARTNERSHIP PARTIES

Each of the Partnership Parties hereby represents and warrants to the Contributing Parties as of the date of this Agreement and as of the Closing Date, in each case, as follows:

4.1 Organization and Existence.

(a) The Partnership is a limited partnership duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite partnership power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted.

(b) RRMO is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite limited liability company power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted.

4.2 Authority and Approval.

(a) Each of the Partnership Parties has full limited partnership or limited liability company power and authority, as applicable, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform all of the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of all of the terms and conditions hereof to be performed by the Partnership Parties have been duly authorized and approved, by all requisite limited partnership action or limited liability company action, as applicable, of each of the Partnership Parties. This Agreement has been duly executed and delivered by or on behalf of each of the Partnership Parties and, assuming the due authorization, execution and delivery of this Agreement by the Contributing Parties, constitutes the valid and legally binding obligation of each of them, enforceable against each of the Partnership Parties in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (whether applied in a proceeding at law or in equity).

(b) Each of the Partnership Parties has full limited partnership or limited liability company power and authority, as applicable, to execute and deliver each Partnership Ancillary Document to which it is a party, to consummate the transactions contemplated thereby and to perform all of the terms and conditions thereof to be performed by it. The execution and delivery of each of the Partnership Ancillary Documents, the consummation of the transactions contemplated thereby and the performance of all of the terms and conditions thereof to be performed by each of the Partnership Parties which is a party thereto have been duly authorized and approved, by all requisite limited partnership action or limited liability company action, as applicable, of each such party. When executed and delivered by each of the parties thereto, each Partnership Ancillary Document will constitute a valid and legally binding obligation of each of the Partnership Parties that is a party thereto, enforceable against each such Partnership Party in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (whether applied in a proceeding at law or in equity).

4.3 No Conflict; Consents.

Except as set forth in Disclosure Schedule 4.3:

(a) the execution, delivery and performance of this Agreement by the Partnership Parties does not, and the execution, delivery and performance by the Partnership Parties of any of the Partnership Ancillary Documents will not, and the fulfillment and compliance with the terms and conditions hereof and thereof and the consummation of the transactions contemplated hereby and thereby will not, (i) violate, conflict with any of, result in any breach of, or require the consent of any Person under, the terms, conditions or provisions of the certificate of limited partnership, certificate of formation, limited liability company agreement, agreement of limited partnership or other equivalent governing instruments of any Partnership Party; (ii) conflict with or violate any provision of any Law applicable to any Partnership Party; (iii) conflict with, result in a breach of, constitute a default under (whether with notice or the lapse of time or both), or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under, or result in the suspension, termination or cancellation of, or in a right of suspension, termination or cancellation of, any indenture, mortgage, agreement, contract, commitment, license, concession, Permit, lease, joint venture or other agreement or instrument to which any of the Partnership Parties is a party or by which either of them is bound or to which any of their property is subject; or (iv) result in the creation of any Lien (other than Permitted Liens) on any of the Partnership Parties' assets, except in the case of clauses (ii), (iii) or (iv), for those items which, individually or in the aggregate, would not have (or be reasonably expected to have) a Partnership Material Adverse Effect; and

(b) no consent, approval, license, Permit, order or authorization of any Governmental Authority or other Person is required to be obtained or made by the Partnership Parties in connection with the execution, delivery, and performance of this Agreement and the Partnership Ancillary Documents or the consummation of the transactions contemplated hereby or thereby, except (i) as have been waived or obtained or with respect to which the time for asserting such right has expired or (ii) for those that individually or in the aggregate, would not have a Partnership Material Adverse Effect (including such consents, approvals, orders or Permits that are not customarily obtained prior to the Closing and are reasonably expected to be obtained in the ordinary course of business consistent with past practices following the Closing).

4.4 Brokerage Arrangements.

None of the Partnership Parties have entered (directly or indirectly) into any agreement with any Person that would obligate any of the Contributing Parties, any of their Affiliates, SemCrude Pipeline or White Cliffs Pipeline to pay any commission, brokerage or "finder' s fee" or other fee in connection with this Agreement, the Partnership Ancillary Documents or the transactions contemplated hereby or thereby.

4.5 Litigation.

There are no (i) civil, criminal or administrative actions, suits, claims, hearings, arbitrations, investigations or proceedings pending or, to the Partnership Parties' Knowledge, threatened that (a) alleges the invalidity or unenforceability of any of the Partnership Parties'

obligations under this Agreement or any of the Partnership Ancillary Documents or (b) seeks to prevent or delay the consummation by the Partnership Parties of the transactions contemplated by this Agreement or any of the Partnership Ancillary Documents; or (ii) judgments, orders, decrees or injunctions of any Governmental Authority, whether at law or in equity, that (a) alleges the invalidity or unenforceability of any of the Partnership Parties' obligations under this Agreement or any of the Partnership Ancillary Documents or (b) seeks to prevent or delay the consummation by the Partnership Parties of the transactions contemplated by this Agreement or any of the Partnership Ancillary Documents, except in each case of (i) and (ii) of this Section 4.5, for those items that would not, individually or in the aggregate, have a Partnership Material Adverse Effect.

4.6 Valid Issuance; Listing; Authorization.

(a) The Unit Consideration and the limited partner interests and general partner interests represented thereby have been duly authorized by the Partnership pursuant to the Partnership Agreement and, when issued and delivered to the Contributing Parties or their designee(s) in accordance with the terms of this Agreement, will be validly issued, fully paid (to the extent required by the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act) and will be free of any and all Liens and restrictions on transfer, other than restrictions on transfer under the Partnership Agreement and under applicable state and federal securities Laws.

(b) The Partnership' s currently outstanding Common Units are listed on the New York Stock Exchange, and the Partnership has not received any written notice of delisting.

(c) Assuming the accuracy of the representations set forth in Section 3.19 and the performance by the Contributing Parties of their obligations hereunder, the offer and sale of the Unit Consideration in the manner contemplated by this Agreement will be exempt from the registration requirements of the Securities Act by reason of Section 4(2) thereof.

4.7 SEC Filings.

The Partnership has timely filed with the Commission all forms, registration statements, reports, schedules and statements required to be filed by it under the Exchange Act or the Securities Act (collectively, the "SEC Documents"). The SEC Documents, including any audited or unaudited financial statements and any notes thereto or schedules included therein (the "Partnership Financial Statements"), at the time filed (in the case of registration statements, solely on the dates of effectiveness) (except to the extent corrected by a subsequently filed SEC Document filed prior to the date of this Agreement) (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. The Partnership Financial Statements were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the consolidated financial position and status of the business of the Partnership as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended (subject in the case of unaudited statements, to normal, recurring and year-end audit adjustments).

4.8 Investment Intent.

The Partnership Parties have substantial experience in analyzing and investing in entities like SemCrude Pipeline and are capable of evaluating the merits and risks of their investment in SemCrude Pipeline. The Partnership Parties are acquiring the Subject Interest solely for the purpose of investment and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or state securities Laws. The Partnership Parties acknowledge that the Subject Interest will not be registered under the Securities Act or any applicable state securities Laws, and that the Subject Interest may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom, as applicable, and pursuant to state securities Laws.

4.9 Waivers and Disclaimers.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES AND OTHER COVENANTS AND AGREEMENTS MADE BY THE PARTNERSHIP PARTIES IN THIS AGREEMENT OR ANY ANCILLARY DOCUMENT, THE PARTNERSHIP PARTIES HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT REGARDING THE TRANSACTIONS CONTEMPLATED HEREBY. EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT OR IN THE PARTNERSHIP ANCILLARY DOCUMENTS, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, NEITHER THE PARTNERSHIP PARTIES NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE OR BOUND IN ANY MANNER BY THE VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PARTNERSHIP PARTIES FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. THE PROVISIONS OF THIS SECTION 4.9 HAVE BEEN NEGOTIATED BY THE PARTIES AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PARTNERSHIP PARTIES THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS SET FORTH IN THIS AGREEMENT OR ANY ANCILLARY DOCUMENT.

## ARTICLE V
## ADDITIONAL AGREEMENTS, COVENANTS, RIGHTS AND OBLIGATIONS

5.1 Operation of SemCrude Pipeline and White Cliffs Pipeline.

Except as provided in this Agreement or the Ancillary Documents or as consented to by the Parties, during the period from the date of this Agreement through the Closing Date:

(a) the Contributing Parties shall cause SemCrude Pipeline to (i) conduct its businesses and operations in the usual and ordinary course consistent with past practices and (ii) use commercially reasonable efforts to preserve, maintain and protect its assets, business and operations;

(b) the Contributing Parties shall use commercially reasonable efforts to cause White Cliffs Pipeline to (i) conduct its businesses and operations in the usual and ordinary course consistent with past practices and (ii) use commercially reasonable efforts to preserve, maintain and protect its assets, businesses and operations; and

(c) the Partnership Parties shall cause the Operator to use commercially reasonable efforts to cause White Cliffs Pipeline to (i) conduct its businesses and operations in the usual and ordinary course consistent with past practices and (ii) use commercially reasonable efforts to preserve, maintain and protect its assets, businesses and operations;

provided, however, no Party shall be required to make any payments or enter into any contractual arrangements or understandings to satisfy the foregoing obligations in this Section 5.1 if such payments or contractual arrangements or understandings would be commercially unreasonable (it being understood, for the purposes of clarity, any payment or contractual arrangement or understanding shall be deemed commercially reasonable if done in the usual and ordinary course of business, consistent with past practice).

5.2 Supplemental Disclosure.

(a) As soon as reasonably practical following any Contributing Party obtaining Knowledge of a relevant disclosure, but in all cases no later than three Business Days prior to Closing, by written notice to the Partnership, the Contributing Parties shall supplement or amend the Disclosure Schedules to this Agreement for matters which, if existing or known at the date of this Agreement, would have been required under Article III to be set forth or described in the Disclosure Schedules.

(b) As soon as reasonably practical following any Partnership Party obtaining Knowledge of a relevant disclosure, but in all cases no later than three Business Days prior to Closing, by written notice to SemGroup, the Partnership Parties shall supplement or amend the Disclosure Schedules to this Agreement for matters which, if existing or known at the date of this Agreement, would have been required under Article IV to be set forth or described in the Disclosure Schedules.

(c) For all purposes of this Agreement, including for purposes of determining whether the conditions set forth in Article VI have been fulfilled, the Disclosure Schedules shall be deemed to include only that information contained therein on the date of this Agreement and shall be deemed to exclude all information contained in any supplement or amendment to the Disclosure Schedules, and if the Closing shall occur, then all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing shall not be waived and the Partnership Parties and the Contributing Parties, as applicable, shall be entitled to make a claim thereon pursuant to the terms of this Agreement.

5.3 Access to Books and Records.

The Contributing Parties shall afford the Partnership Parties and their authorized representatives reasonable access during normal business hours to the financial, title, Tax, company and legal materials and operating data and information relating to SemCrude Pipeline, White Cliffs Pipeline and their assets, operations and businesses and shall furnish to the Partnership Parties such other information as they may reasonably request, unless any such access and disclosure would violate any applicable Law or the terms of any agreement to which SemCrude Pipeline, White Cliffs Pipeline or any of the Contributing Parties or any of their respective Affiliates is bound.

5.4 Cooperation; Further Assurances.

(a) The Contributing Parties shall cooperate with the Partnership Parties to assist in identifying and obtaining all Permits as may be necessary to own the Subject Interest.

(b) The Contributing Parties and the Partnership Parties shall use their respective commercially reasonable efforts (i) to obtain all approvals, consents and Permits required by or necessary for the transactions contemplated by this Agreement and the Ancillary Documents, and (ii) to ensure that all of the conditions to their respective obligations contained in Sections 6.1 and 6.2, respectively, are satisfied as soon as reasonably practical. Each of the Parties acknowledges that certain actions may be necessary with respect to the matters and actions contemplated by this Agreement and the Ancillary Documents such as making notifications and obtaining consents or approvals or other clearances that are material to the consummation of the transactions contemplated hereby, and each agrees to use their respective commercially reasonable efforts to take all appropriate action and to do all things necessary, proper or advisable under applicable Law to make effective the transactions contemplated by this Agreement and the Ancillary Documents; provided, however, that nothing in this Agreement will require any Party to hold separate or make any divestiture not expressly contemplated herein of any asset or otherwise agree to any restriction on its operations or other burdensome condition which would in any such case be material to its assets, liabilities or business in order to obtain any consent or approval or other clearance or any Permit required by this Agreement or any Ancillary Document. Notwithstanding the foregoing, nothing herein shall be construed to require (i) any Partnership Party to expend any amounts in order to cause any obligation of any Contributing Party in this Agreement or any Ancillary Document to be fulfilled or (ii) any Contributing Party to expend any amounts in order to cause any obligation of any Partnership Party in this Agreement or any Ancillary Document to be fulfilled except, in each case, to the extent expressly stated herein.

(c) Without limiting Section 5.4(b), the Partnership shall use all commercially reasonable efforts to consummate the Partnership Common Unit Offering on terms that are reasonably acceptable to the Partnership.

(d) After the Closing, each Party shall take such further actions and execute such further documents as may be necessary or reasonably requested by the other Parties in order to effectuate the intent of this Agreement and the Ancillary Documents and to provide such other Parties with the intended benefits of this Agreement and the Ancillary Documents.

5.5 Distributions of White Cliffs Pipeline.

The Parties acknowledge and agree that any cash distributions made by White Cliffs Pipeline to SemCrude Pipeline attributable to White Cliffs Pipeline' s operations prior to January 1, 2013 and distributed on or after the date hereof shall be distributed and paid solely to RRMH or its designee(s).

## ARTICLE VI
## CONDITIONS TO CLOSING

6.1 Conditions to the Obligation of the Partnership Parties.

The obligations of the Partnership Parties to proceed with the Closing contemplated hereby are subject to the satisfaction on or prior to the Closing of all of the following conditions, any one or more of which may be waived, in whole or in part, by the Partnership Parties:

(a) The representations and warranties of the Contributing Parties set forth in this Agreement shall be true and correct in all material respects (without giving effect to any supplement or amendment to the Disclosure Schedules or any qualification as to materiality, Material Adverse Effect, value or other monetary amounts or concepts of similar import) as of the date of this Agreement and on the Closing Date as if made on such date (except for representations and warranties that are made as of a specific date or time, which shall be true and correct only as of such specific date or time). The Contributing Parties shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by them by the time of the Closing. The Contributing Parties shall have delivered to the Partnership Parties a certificate, dated as of the Closing Date and signed by an authorized officer on behalf of each of the Contributing Parties, confirming the foregoing matters set forth in this Section 6.1(a) (the "Contributing Parties Closing Certificate").

(b) All material filings, including any registration statements, with, and material consents, approvals, orders and Permits of, any Governmental Authority to be obtained by the Contributing Parties, SemCrude Pipeline or White Cliffs Pipeline for the consummation of the transactions contemplated in this Agreement shall have been made and obtained, and all waiting periods with respect to material filings made with Governmental Authorities in contemplation of the consummation of the transactions described herein shall have expired or been terminated.

(c) All material consents of any Person not a party hereto, other than any Governmental Authority, to be obtained by the Contributing Parties, SemCrude Pipeline or White Cliffs Pipeline for the consummation of the transactions contemplated in this Agreement shall have been made and obtained.

(d) No Law, temporary restraining order, preliminary or permanent injunction, judgment or other order shall have been enacted, entered, promulgated, enforced or issued by any Governmental Authority, or other legal restraint or prohibition preventing the consummation of the transactions contemplated hereby shall be in effect, and no investigation, action or proceeding before a Governmental Authority shall have been instituted or threatened challenging or seeking to restrain or prohibit the transactions contemplated hereby.

(e) Since the date of this Agreement, there shall not have occurred a Material Adverse Effect.

(f) The Contributing Parties shall have delivered to the Partnership Parties all of the documents, certificates and other instruments required to be delivered under, and otherwise complied with the provisions of, Section 2.3(b).

(g) The Partnership shall have closed on the Partnership Common Unit Offering.

6.2 Conditions to the Obligation of the Contributing Parties.

The obligations of the Contributing Parties to proceed with the Closing contemplated hereby is subject to the satisfaction on or prior to the Closing of all of the following conditions, any one or more of which may be waived in writing, in whole or in part, by the Contributing Parties:

(a) The representations and warranties of the Partnership Parties set forth in this Agreement shall be true and correct in all material respects (without giving effect to any supplement or amendment to the Disclosure Schedules or any qualification as to materiality, Partnership Material Adverse Effect, value or other monetary amounts, or concepts of similar import) as of the date of this Agreement and on the Closing Date as if made on such date (except for representations and warranties that are made as of a specific date or time, which shall be true and correct only as of such specific date or time). The Partnership Parties shall have performed or complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by them by the time of the Closing. The Partnership Parties shall have delivered to the Contributing Parties a certificate, dated as of the Closing Date and signed by an authorized officer on behalf of the Partnership Parties, confirming the foregoing matters set forth in this Section 6.2(a) (the "Partnership Parties Closing Certificate").

(b) All material filings with, and material consents, approvals, orders and Permits of, any Governmental Authority to be obtained by the Partnership Parties for the consummation of the transactions contemplated in this Agreement shall have been made and obtained, and all waiting periods with respect to material filings made with Governmental Authorities in contemplation of the consummation of the transactions described herein shall have expired or been terminated.

(c) All material consents of any Person not a party hereto, other than any Governmental Authority, to be obtained by the Partnership Parties for the consummation of the transactions contemplated in this Agreement shall have been made and obtained.

(d) No Law, temporary restraining order, preliminary or permanent injunction, judgment or other order shall have been enacted, entered, promulgated, enforced or issued by any Governmental Authority, or other legal restraint or prohibition preventing the consummation of the transactions contemplated hereby shall be in effect, and no investigation, action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(e) Since the date of this Agreement, there shall not have occurred a Partnership Material Adverse Effect.

(f) The Partnership Parties shall have delivered to the Contributing Parties all of the documents, certificates and other instruments required to be delivered under, and otherwise complied with the provisions of, Section 2.3(c).

## ARTICLE VII
## TAX MATTERS

7.1 Liability for Taxes.

(a) From and after the Closing, the Contributing Parties shall be liable for, and shall indemnify and hold the Partnership Indemnified Parties harmless from the Partnership Parties' Ownership Percentage of Taxes, together with any costs, expenses, losses or damages, including reasonable expenses of investigation and reasonable attorneys' and accountants' fees and expenses, arising out of or incident to the determination, assessment or collection of such Taxes ("Tax Losses"), (i) imposed on or incurred by SemCrude Pipeline, White Cliffs Pipeline or their respective assets by reason of Treasury Regulations Section 1.1502-6 or any analogous state, local or foreign Law which is attributable to SemCrude Pipeline, White Cliffs Pipeline or the Contributing Parties having been a member of any consolidated, combined or unitary group for the period prior to and including the Closing Date, (ii) any Tax Losses (other than Tax Losses described in clause (i) above) imposed on or incurred by or with respect to SemCrude Pipeline, White Cliffs Pipeline or their respective assets with respect to the period prior to and including the Closing Date or (iii) attributable to a breach by the Contributing Parties of any covenant with respect to Taxes in this Agreement. The Parties agree that any indemnification or payment obligation under this Section 7.1(a) of the Contributing Parties relating to Tax Losses attributable to SemCrude Pipeline, White Cliffs Pipeline, or the Transferred Assets shall be limited to a proportionate share of such Tax Losses equal to the Partnership Parties' Ownership Percentage.

(b) The Partnership Parties shall be liable for, and shall indemnify and hold the Contributing Indemnified Parties harmless from any Tax Losses attributable to a breach by the Partnership Parties of any covenant with respect to Taxes in this Agreement.

(c) Whenever it is necessary for purposes of this Article VII to determine the amount of any Taxes imposed on or incurred by SemCrude Pipeline or White Cliffs Pipeline for a taxable period beginning before and ending after the Closing Date which is allocable to the period prior to and including the Closing Date, the determination shall be made, in the case of property or *ad valorem* Taxes or franchise Taxes (which are measured by, or based solely upon capital, debt or a combination of capital and debt), on a *per diem* basis and, in the case of other Taxes, by assuming that such pre-Closing Date period constitutes a separate taxable period applicable to SemCrude Pipeline or White Cliffs Pipeline and by taking into account the actual taxable events occurring during such period (except that exemptions, allowances and deductions for a taxable period beginning before and ending after the Closing Date that are calculated on an

annual or periodic basis, such as the deduction for depreciation, shall be apportioned to the period prior to and including the Closing Date ratably on a *per diem* basis). Notwithstanding anything to the contrary herein, any franchise Tax paid or payable with respect to SemCrude Pipeline or White Cliffs Pipeline shall be allocated to the taxable period during which the income, operations, assets or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another taxable period is obtained by the payment of such franchise Tax.

(d) If any of the Partnership Parties or their Affiliates receives a refund of any Taxes that any of the Contributing Parties is responsible for hereunder, or if the Contributing Parties or their Affiliates receive a refund of any Taxes that any of the Partnership Parties is responsible for hereunder, the party receiving such refund shall, within ninety (90) days after receipt of such refund, remit it to the party who has responsibility for such Taxes hereunder. The Parties shall cooperate in order to take all necessary steps to claim any such refund.

7.2 Tax Returns.

(a) With respect to any Tax Return covering a taxable period ending on or before the Closing Date that is required to be filed after the Closing Date with respect to SemCrude Pipeline, White Cliffs Pipeline or the Transferred Assets, the Contributing Parties shall cause such Tax Return to be prepared, shall cause to be included in such Tax Return all items of income, gain, loss, deduction and credit ("Tax Items") required to be included therein, shall cause such Tax Return to be filed timely with the appropriate Taxing Authority, and shall be responsible for the timely payment (and entitled to any refund) of Taxes due with respect to the period covered by such Tax Return.

(b) With respect to any Tax Return covering a taxable period beginning on or before the Closing Date and ending after the Closing Date that is required to be filed after the Closing Date with respect to SemCrude Pipeline, White Cliffs Pipeline or the Transferred Assets, the Contributing Parties shall cause such Tax Return to be prepared, shall cause to be included in such Tax Return all Tax Items required to be included therein, shall furnish a copy of such Tax Return to the Partnership Parties, shall cause such Tax Return to be filed timely with the appropriate Taxing Authority, and shall be responsible for the timely payment (and entitled to any refund) of Taxes due with respect to the period covered by such Tax Return allocable to the period prior to and including the Closing Date.

(c) Any Tax Return not yet filed for any taxable period that begins before the Closing Date with respect to the Transferred Assets shall be prepared in accordance with past Tax accounting practices used with respect to the Tax Returns in question (unless such past practices are no longer permissible under the applicable Law), and to the extent any items are not covered by past practices (or in the event such past practices are no longer permissible under the applicable Law), in accordance with reasonable Tax accounting practices selected by the filing party with respect to such Tax Return under this Agreement with the consent (not to be unreasonably withheld or delayed) of the non-filing party.

7.3 Tax Treatment of Indemnity Payments.

All indemnification payments made under this Agreement, including any payment made under this Article VII, shall be treated as increases or decreases to the Cash Consideration for Tax purposes.

7.4 Transfer Taxes.

The Contributing Parties shall file all necessary Tax Returns and other documentation with respect to all transfer, documentary, sales, use, stamp, registration and other similar Taxes and fees arising out of or in connection with the transactions effected pursuant to this Agreement (the "Transfer Taxes"). Such Transfer Taxes shall be borne 100% by the Contributing Parties. If required by applicable Law, the Partnership Parties shall, and shall cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

7.5 Survival.

Anything to the contrary in this Agreement notwithstanding, the representations, warranties, covenants, agreements, rights and obligations of the Parties with respect to any Tax matter covered by this Agreement shall survive the Closing and shall not terminate until thirty (30) days after the expiration of the applicable statutes of limitations (including all periods of extension and tolling) applicable to such Tax matter.

7.6 Conflict.

In the event of a conflict between the provisions of this Article VII and any other provisions of this Agreement, the provisions of this Article VII shall control.

7.7 Tax Characterization of Transaction.

Immediately prior to the Closing, the Partnership shall borrow approximately $133.5 million under the Revolving Credit Agreement to fund a portion of the Cash Consideration (the "Partnership Debt"). The Parties intend that the Contributing Parties will be treated as receiving a distribution from the Partnership at Closing: (a) first out of the proceeds of the Partnership Debt as a "debt-financed transfer" within the meaning of Treasury Regulations Section 1.707-5(b)(1) to the extent of the Contributing Parties' allocable share of the indebtedness incurred under the Partnership Debt under Treasury Regulations Sections 1.707-5(a)(2) and 1.752-3(a)(3); (b) to the extent the amount distributed to the Contributing Parties exceeds the Contributing Parties' allocable share of the indebtedness incurred under the Partnership Debt as described in clause (a), as a reimbursement of the Contributing Parties' preformation expenditures with respect to the Subject Interest within the meaning of Treasury Regulations Section 1.707-4(d), to the extent applicable; and (c) to the extent the amount distributed exceeds the amounts described in clauses (a) and (b), in a transaction subject to treatment under Section 707(a)(2)(B) of the Code and the Treasury Regulations thereunder as in part a sale, and in part a contribution, of the Subject Interest to the Partnership to the extent that Treasury Regulations Sections 1.707-4(d) and 1.707-5(b)(1) are inapplicable. Unless otherwise required by a final determination of the Internal Revenue Service, the Parties agree to act at all times in a manner consistent with this intended treatment of the Cash Consideration and the Partnership Debt, including disclosing the distribution of the Cash Consideration in accordance with the requirements of Section 1.707-3(c)(2) of the Treasury Regulations.

## ARTICLE VIII
## TERMINATION

8.1 Events of Termination.

This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of the Parties;

(b) by either the Partnership Parties, on the one hand, or Contributing Parties, on the other hand, in writing after the sixtieth (60th) day following the date hereof, if the Closing has not occurred by such date, provided that as of such date the terminating Party or its Affiliates are not otherwise in material default or breach under this Agreement, or have not failed or refused to close without justification hereunder;

(c) by either the Partnership Parties, on the one hand, or the Contributing Parties, on the other hand, in writing without prejudice to other rights and remedies which the terminating Party or its Affiliates may have (provided the terminating Party or its Affiliates are not otherwise in material default or breach of this Agreement, or have not failed or refused to close without justification hereunder), if (i) the other Party has materially failed to perform its covenants or agreements contained herein required to be performed on or prior to the Closing Date, or (ii) there is one or more inaccuracies, violations or breaches of the representations or warranties of the other Party contained herein and such inaccuracies, violations and breaches would constitute a Material Adverse Effect or a Partnership Material Adverse Effect, as applicable; provided, however, that in the case of clause (i) or (ii), the defaulting Party shall have a period of ten (10) days following written notice from the non-defaulting Party to cure any breach of this Agreement, if such breach is curable;

(d) by either the Partnership Parties, on the one hand, or the Contributing Parties, on the other hand, in writing, without liability, if there shall be any non-appealable order, writ, injunction or decree of any Governmental Authority binding on any of the Parties, which prohibits or restrains them from consummating the transactions contemplated hereby (provided that the Parties shall have used their commercially reasonable efforts to have any such order, writ, injunction or decree lifted) and the same shall not have been lifted within thirty (30) days after entry by any such Governmental Authority;

(e) by the Contributing Parties if any of the conditions set forth in Section 6.2 have become incapable of fulfillment, and have not been waived in writing by the Contributing Parties; or

(f) by the Partnership Parties if any of the conditions set forth in Section 6.1 have become incapable of fulfillment, and have not been waived in writing by the Partnership Parties.

8.2 Effect of Termination.

If a Party terminates this Agreement as provided in Section 8.1 above, such termination shall be without liability and none of the provisions of this Agreement shall remain effective or enforceable, except for those contained in this Section 8.2 and Article X. Notwithstanding the foregoing, nothing in this Section 8.2 shall relieve any Party of any liability for any willful and material inaccuracy, violation or breach of any representation or warranty of such Party or any willful and material breach of any covenant or agreement of such Party under this Agreement or be deemed a waiver of any available remedy (including specific performance, if available) for any such breach.

## ARTICLE IX
## INDEMNIFICATION UPON CLOSING

9.1 Indemnification of the Partnership Parties.

Subject to the limitations set forth in this Agreement, the Contributing Parties, from and after the Closing Date, shall, jointly and severally, indemnify, defend and hold the Partnership Parties, their subsidiaries and their respective securityholders, directors, officers and employees (and the officers, directors and employees of the General Partner but otherwise excluding any of the Contributing Parties and their Affiliates) (the "Partnership Indemnified Parties") harmless from and against any and all Damages suffered or incurred by any Partnership Indemnified Party as a result of or arising out of (a) any inaccuracy, violation or breach of a representation or warranty of the Contributing Parties in this Agreement or any Contributing Parties Ancillary Document, (b) any breach of any agreement or covenant on the part of the Contributing Parties made under Section 5.1, (c) any breach of any other agreement or covenant on the part of the Contributing Parties made under this Agreement or any Contributing Parties Ancillary Document or in connection with the transactions contemplated hereby or thereby or (d) Rocky Cliffs or the Rocky Cliffs Distribution.

9.2 Indemnification of the Contributing Parties.

Subject to the limitations set forth in this Agreement, from and after the Closing Date, the Partnership Parties shall, jointly and severally, indemnify, defend and hold the Contributing Parties and their Affiliates and their respective securityholders, directors, officers and employees (the "Contributing Indemnified Parties") harmless from and against any and all Damages suffered or incurred by the Contributing Indemnified Parties as a result of or arising out of (a) any inaccuracy, violation or breach of a representation or warranty of the Partnership Parties in this Agreement or any Partnership Ancillary Document, (b) any breach of any agreement or covenant on the part of the Partnership Parties made under Section 5.1 or (c) any breach of any other agreement or covenant on the part of the Partnership Parties made under this Agreement or any Partnership Ancillary Document or in connection with the transactions contemplated hereby or thereby.

9.3 Tax Indemnification.

With the exception of any inaccuracy, violation or breach of the representations and warranties of the Contributing Parties contained in Section 3.10, nothing in this Article IX shall apply to liability with respect to Taxes, the liability with respect to which shall be as set forth in Article VII.

9.4 Survival.

(a) All the provisions of this Agreement shall survive the Closing, notwithstanding any investigation at any time made by or on behalf of any Party hereto or any Knowledge any such Party may have, provided that the representations and warranties set forth in Article III and Article IV and in any certificate delivered in connection herewith with respect to any of those representations and warranties, and the covenants and agreements made under Section 5.1, shall terminate and expire at 12:01 a.m., Tulsa, Oklahoma time, on the one (1) year anniversary of the Closing Date, except (i) the representations and warranties of the Contributing Parties set forth in Section 3.10 shall survive until thirty (30) days after the expiration of the applicable statutes of limitations (including all periods of extension and tolling), (ii) the representations and warranties of the Contributing Parties set forth in Sections 3.1(a), 3.1(b), 3.2, 3.4 and 3.17 shall survive forever and (iii) the representations and warranties of the Partnership Parties set forth in Sections 4.1, 4.2, 4.4 and 4.6 shall survive forever. After a representation and warranty or agreement or covenant has terminated and expired, no indemnification shall or may be sought pursuant to Section 9.1(a), Section 9.1(b), Section 9.2(a) or Section 9.2(b) by any Person who would have been entitled pursuant to this Article IX to indemnification on the basis of such representation and warranty or agreement or covenant prior to its termination and expiration, provided that in the case of each representation and warranty or covenant or agreement that shall terminate and expire as provided in this Section 9.4, no claim presented in writing for indemnification pursuant to this Article IX on the basis of such representation and warranty or agreement or covenant prior to its termination and expiration shall be affected in any way by that termination and expiration. Except as otherwise provided in this Section 9.4, the covenants and agreements entered into pursuant to this Agreement or any Ancillary Document shall survive the Closing in accordance with their terms (or, in the absence of a stated term, in perpetuity).

(b) The indemnification obligations under this Article IX or elsewhere in this Agreement shall apply regardless of whether any suit or action results solely or in part from the active, passive or concurrent negligence or strict liability of the indemnified party.

9.5 Demands.

(a) Each indemnified party hereunder agrees that promptly upon its discovery of facts giving rise to a claim for indemnity under the provisions of this Agreement, including receipt by it of notice of any demand, assertion, claim, action or proceeding, judicial or otherwise, by any third party (such claims for indemnity involving third party claims being collectively referred to herein as the "Indemnity Claim"), with respect to any matter as to which it claims to be entitled to indemnity under the provisions of this Agreement, it will give prompt notice thereof in writing to the indemnifying party (a "Claim Notice"), together with a detailed statement of such information respecting any of the foregoing as it shall have and all supporting evidence,

including any Damages already incurred and its detailed estimate of any Damages to be incurred in the future. Such notice shall include a formal demand for indemnification under this Agreement.

(b) If the indemnified party knowingly failed to notify the indemnifying party thereof in accordance with the provisions of this Agreement in sufficient time to permit the indemnifying party or its counsel to defend against an Indemnity Claim and to make a timely response thereto, the indemnifying party' s indemnity obligation relating to such Indemnity Claim shall be limited to the extent that such failure has actually prejudiced or damaged the indemnifying party with respect to that Indemnity Claim.

(c) With respect to any claim for indemnification not involving an Indemnity Claim, the indemnifying party shall be deemed to have agreed to indemnify the indemnified party pursuant to this Article IX with respect to the claims set forth in any Claim Notice if and to the extent the indemnifying party does not provide the indemnified party notice of its disagreement with respect to the contents of a Claim Notice within thirty (30) calendar days of receipt thereof.

9.6 Right to Contest and Defend.

(a) The indemnifying party shall be entitled, at its cost and expense, to contest and defend by all appropriate legal proceedings any Indemnity Claim for which it is called upon to indemnify by the indemnified party under the provisions of this Agreement; provided, that notice of the intention to so contest shall be delivered by the indemnifying party to the indemnified party within twenty (20) days from the date of receipt by the indemnifying party of notice by the indemnified party of the assertion of the Indemnity Claim. Any such contest may be conducted in the name and on behalf of the indemnifying party or the indemnified party as may be appropriate. Such contest shall be conducted by reputable counsel employed by the indemnifying party and not reasonably objected to by the indemnified party, but the indemnified party shall have the right but not the obligation to participate in such proceedings and to be represented by counsel of its own choosing at its sole cost and expense.

(b) The indemnifying party shall have full authority to determine all action to be taken with respect thereto; provided, however, that the indemnifying party will not have the authority to subject the indemnified party to any obligation whatsoever, other than the performance of purely ministerial tasks or obligations not involving material expense or injunctive relief. If the indemnifying party does not elect to contest any such Indemnity Claim, the indemnifying party shall be bound by the result obtained with respect thereto by the indemnified party. If the indemnifying party assumes the defense of an Indemnity Claim, the indemnified party shall agree to any settlement, compromise or discharge of an Indemnity Claim that the indemnifying party may recommend and that by its terms obligates the indemnifying party to pay the full amount of the liability in connection with such Indemnity Claim, which releases the indemnified party completely in connection with such Indemnity Claim and which would not otherwise adversely affect the indemnified party as reasonably determined by the indemnified party.

(c) Notwithstanding the foregoing, the indemnifying party shall not be entitled to assume the defense of any Indemnity Claim (and shall be liable for the reasonable fees and

expenses of counsel incurred by the indemnified party in defending such Indemnity Claim) if the Indemnity Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the indemnified party which the indemnified party reasonably determines, after conferring with its outside counsel, cannot be separated from any related claim for money damages. If such equitable relief or other relief portion of the Indemnity Claim can be so separated from that for money damages, the indemnifying party shall be entitled to assume the defense of the portion relating to money damages.

9.7 Cooperation.

If requested by the indemnifying party, the indemnified party agrees to cooperate with the indemnifying party and its counsel in contesting any Indemnity Claim that the indemnifying party elects to contest or, if appropriate, in making any counterclaim against the Person asserting the Indemnity Claim, or any cross-complaint against any Person, and the indemnifying party will reimburse the indemnified party for any expenses incurred by it in so cooperating without regard to any limitations set forth in Section 9.10. At no cost or expense to the indemnified party, the indemnifying party shall cooperate with the indemnified party and its counsel in contesting any Indemnity Claim.

9.8 Right to Participate.

The indemnified party agrees to afford the indemnifying party and its counsel the opportunity to be present at, and to participate in, conferences with all Persons, including Governmental Authorities, asserting any Indemnity Claim against the indemnified party or conferences with representatives of or counsel for such Persons.

9.9 Payment of Damages.

The indemnification required hereunder shall be made by periodic payments of the amount thereof during the course of the investigation or defense, within ten (10) days as and when reasonably specific bills are received or Damages are incurred and reasonable evidence thereof is delivered. In calculating any amount to be paid by an indemnifying party by reason of the provisions of this Agreement, the amount shall be reduced by all insurance proceeds received and any indemnification reimbursement proceeds received from third parties.

9.10 Limitations on Indemnification.

(a) To the extent that the Partnership Indemnified Parties are entitled to indemnification for Damages pursuant to Section 9.1(a) or Section 9.1(b), the Contributing Parties shall not be liable for such Damages until the aggregate amount of all such Damages exceeds 1.0% of the dollar value of the Aggregate Consideration as of the Closing Date (the "Threshold Amount"), and then, subject to the following sentence, the Contributing Parties shall be liable for all such Damages, whether incurred before or after the Threshold Amount was exceeded. In no event shall the Contributing Parties' aggregate liability to the Partnership Indemnified Parties under Section 9.1(a) exceed 15.0% of the dollar value of the Aggregate Consideration as of the Closing Date (the "Ceiling Amount"). Notwithstanding the foregoing, (i) the Threshold Amount shall not apply to inaccuracies, violations or breaches of

representations and warranties contained in Sections 3.1, 3.2, 3.4 and 3.17 (collectively, the "Contributing Parties Fundamental Representations") and (ii) the Ceiling Amount shall not apply to inaccuracies, violations or breaches of any of the Contributing Parties Fundamental Representations, provided the Contributing Parties' aggregate liability for a breach of the Contributing Parties Fundamental Representations shall not exceed an amount equal to the dollar value of the Aggregate Consideration as of the Closing Date.

(b) To the extent the Contributing Indemnified Parties are entitled to indemnification for Damages pursuant to Section 9.2(a) or Section 9.2(b), the Partnership Parties shall not be liable for such Damages until the aggregate amount of all such Damages exceeds the Threshold Amount, and then, subject to the following sentence, the Contributing Parties shall be liable for all such Damages, whether incurred before or after the Threshold Amount was exceeded. In no event shall the Partnership Parties' aggregate liability to the Contributing Indemnified Parties under Section 9.2(a) exceed the Ceiling Amount. Notwithstanding the foregoing, (i) the Threshold Amount shall not apply to inaccuracies, violations or breaches of representations and warranties contained in Sections 4.1, 4.2, 4.4 and 4.6 (the "Partnership Fundamental Representations") and (ii) the Ceiling Amount shall not apply to inaccuracies, violations or breaches of any of the Partnership Fundamental Representations, provided the Partnership Parties' aggregate liability for a breach of the Partnership Fundamental Representations shall not exceed an amount equal to the dollar value of the Aggregate Consideration as of the Closing Date.

(c) [Intentionally Omitted.]

(d) The Parties agree that any indemnification or payment obligation of the Contributing Parties under Section 9.1(a) (to the extent relating to any inaccuracy, violation or breach of a representation or warranty in Sections 3.1(b), 3.1(c), 3.4(b) or 3.4(c) or in Sections 3.5 through 3.16) relating to Damages suffered or incurred by the Partnership Indemnified Parties, attributable to SemCrude Pipeline or White Cliffs Pipeline or their respective assets, businesses or operations, shall be limited to Damages actually suffered or incurred by the Partnership Indemnified Parties. For purposes of illustration (and without limiting the generality of the foregoing), in the event any Damages are suffered or incurred by SemCrude Pipeline or White Cliffs Pipeline, the Damages suffered or incurred by the Partnership Parties would be 33.33% and 17% thereof, respectively.

9.11 Sole Remedy.

Should the Closing occur, no Party shall have any liability under this Agreement, any of the Ancillary Documents or the transactions contemplated hereby or thereby except as is provided in Article VII or this Article IX (other than claims or causes of action arising from actual fraud).

## ARTICLE X
## MISCELLANEOUS

10.1 Expenses.

Except as otherwise provided herein and regardless of whether the transactions contemplated hereby are consummated, each Party hereto shall pay its own expenses incident to this Agreement and all action taken in preparation for carrying this Agreement into effect.

10.2 Notices.

Any notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered (a) in person, (b) by reputable, overnight courier service requiring acknowledgment of receipt of delivery (with charges pre-paid) or (c) by facsimile transmission, as follows:

If to the Contributing Parties, addressed to:

SemGroup Corporation
6120 South Yale Avenue, Suite 700
Tulsa, OK 74136
Attention: General Counsel
Telecopy: (918) 524-8687

with a copy (which shall not constitute notice) to:

Conner & Winters, LLP
4000 One Williams Center
Tulsa, OK 74172-0148
Attention: J. Ryan Sacra
Telecopy: (918) 586-8628

If to the Partnership Parties, addressed to:

Rose Rock Midstream, L.P.
6120 South Yale Avenue, Suite 700
Tulsa, OK 74136
Attention: General Counsel
Telecopy: (918) 524-8687

with a copy (which shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
1111 Louisiana Street, 44th Floor
Houston, Texas 77002
Attention: Christine B. LaFollette
John Goodgame
Telecopy: (713) 236-0822

Notice given by personal delivery or reputable, overnight courier service shall be effective upon actual receipt. Notice given by facsimile transmission shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient' s normal business hours, or at the beginning of the recipient' s next business day after receipt if not received during the recipient' s normal business hours. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

10.3 Governing Law; Jurisdiction.

This Agreement shall be governed and construed in accordance with the substantive Laws of the State of Delaware without reference to the Delaware conflicts of law principles. The Parties hereto irrevocably submit to the jurisdiction of the courts of the State of Oklahoma and the federal courts of the United States of America located in Tulsa County, Oklahoma over any dispute between the Parties arising out of this Agreement or the transactions contemplated hereby, and each Party irrevocably agrees that all such claims in respect of such dispute shall be heard and determined in such courts. The Parties hereto irrevocably waive, to the fullest extent permitted by Law, any objection which they may now or hereafter have to the venue of any dispute arising out of this Agreement or the transaction contemplated hereby being brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

10.4 Public Statements.

The Parties shall consult with each other and no Party shall issue any public announcement or statement with respect to this Agreement or the transactions contemplated hereby without the consent of the other Parties, unless the Party desiring to make such announcement or statement, after seeking such consent from the other Parties, obtains advice from legal counsel that a public announcement or statement is required by applicable Law or stock exchange rules or regulations.

10.5 Entire Agreement; Amendments and Waivers.

(a) This Agreement and the Ancillary Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Each Party to this Agreement agrees that no other Party to this Agreement (including through its agents and representatives) has made any representation, warranty, covenant or agreement to or with such Party relating to this Agreement or the transactions contemplated hereby, other than those expressly set forth herein and in the Ancillary Documents.

(b) No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by each Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

10.6 Conflicting Provisions.

This Agreement and the other Ancillary Documents, read as a whole, set forth the Parties' rights, responsibilities and liabilities with respect to the transactions contemplated by this Agreement. In the Agreement and the Ancillary Documents, and as between them, specific provisions prevail over general provisions. In the event of a conflict between this Agreement and the Ancillary Documents, this Agreement shall control.

10.7 Binding Effect; Assignment; Parties in Interest.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns, but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned or transferred, by operation of law or otherwise, by any Party hereto without the prior written consent of each other Party. Notwithstanding anything in this Section 10.7, any Party may (without seeking the consent of the other Parties) transfer or otherwise alienate any of its rights, title, interest or obligations under this Agreement in connection with (a) a transfer to an Affiliate which remains an Affiliate, (b) the granting of a pledge, mortgage, hypothecation, Lien or other security interest, (c) the foreclosure (judicial or non-judicial) or other settlement or rearrangement pursuant to or in connection with any transfer made pursuant to (b) above, (d) a transfer in connection with the sale of all or substantially all of the assets of such Party, if applicable, or (e) a merger, consolidation, share exchange or other form of statutory reorganization with another Person if such Party is the sole surviving Person. Except as otherwise provided in Article VII and Article IX with respect to the Contributing Indemnified Parties and the Partnership Indemnified Parties, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

10.8 Severability.

If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation, by decree of a court of last resort or any other Law, the Partnership Parties and the Contributing Parties shall promptly meet and negotiate in good faith substitute provisions for those rendered or declared illegal or unenforceable, but all of the remaining provisions of this Agreement shall remain in full force and effect.

10.9 Interpretation.

It is expressly agreed by the Parties that neither this Agreement nor any of the Ancillary Documents shall be construed against any Party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement, any Ancillary Document or any provision hereof or thereof or who supplied the form of this Agreement or any of the Ancillary Documents. Each Party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the transactions contemplated by this Agreement and, therefore, waives the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

10.10 Headings and Disclosure Schedules.

(a) The headings of the several Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

(b) The Disclosure Schedules and the Exhibits referred to herein are attached hereto and incorporated herein by this reference, and unless the context expressly requires otherwise, the Disclosure Schedules and such Exhibits are incorporated in the definition of "Agreement."

(c) Any matter disclosed in the Disclosure Schedules pursuant to any section of this Agreement shall be deemed to have been disclosed by such disclosing Parties for purposes of each other representation and warranty of this Agreement to which the relevance of such disclosure is reasonably apparent on its face. The listing (or inclusion of a copy) of a document or other item in the Disclosure Schedules shall be adequate to disclose an exception to a representation or warranty made herein if the nature and relevance of such exception is reasonably apparent on its face from the listing (or inclusion of a copy) of such document. The inclusion of any information in the Disclosure Schedules shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever.

10.11 Multiple Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12 Action by Partnership Parties.

With respect to any action, notice, consent, approval or waiver that is required to be taken or given or that may be taken or given by the Partnership Parties prior to the Closing Date, such action, notice, consent, approval or waiver shall be taken or given (a) if material, by the Conflicts Committee on behalf of the Partnership Parties, and (b) if immaterial, by the Partnership Parties directly.

**[*Signature Pages Follow*]**

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

**SEMGROUP CORPORATION**

By: /s/ Norman J. Szydlowski
Name: Norman J. Szydlowski
Title: President and Chief Executive Officer

**ROSE ROCK MIDSTREAM HOLDINGS, LLC**

By: /s/ Norman J. Szydlowski
Name: Norman J. Szydlowski
Title: President and Chief Executive Officer

**ROSE ROCK MIDSTREAM GP, LLC**

By: /s/ Norman J. Szydlowski
Name: Norman J. Szydlowski
Title: President and Chief Executive Officer

*[Signature Page to the Contribution Agreement]*

**ROSE ROCK MIDSTREAM, L.P.**

By: Rose Rock Midstream GP, LLC, its general partner

By: /s/ Norman J. Szydlowski

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

**ROSE ROCK MIDSTREAM OPERATING, LLC**

By: /s/ Norman J. Szydlowski

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

*[Signature Page to the Contribution Agreement]*

**EXHIBIT A**

**FORM OF CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT**

**[ATTACHED.]**

**CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT**

**BY AND AMONG**

**SEMGROUP CORPORATION,**

**ROSE ROCK MIDSTREAM HOLDINGS, LLC,**

**ROSE ROCK MIDSTREAM GP, LLC,**

**ROSE ROCK MIDSTREAM, L.P.**

**AND**

**ROSE ROCK MIDSTREAM OPERATING, LLC**

**January [–], 2013**

## CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT

This Contribution, Conveyance and Assumption Agreement (this "Agreement"), dated as of January [ ], 2013, is entered into by and among SemGroup Corporation, a Delaware corporation ("SemGroup"), Rose Rock Midstream Holdings, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of SemGroup ("RRMH"), Rose Rock Midstream GP, LLC, a Delaware limited liability company and an indirect, wholly-owned subsidiary of SemGroup (the "General Partner"), Rose Rock Midstream, L.P., a Delaware limited partnership (the "Partnership"), and Rose Rock Midstream Operating, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of the Partnership ("RRMO"). SemGroup, RRMH and the General Partner are referred to herein collectively as the "Contributing Parties," the Partnership and RRMO are referred to herein collectively as the "Partnership Parties" and the Contributing Parties and Partnership Parties are referred to herein collectively as the "Parties."

## RECITALS

WHEREAS, RRMH owns 100% of the membership interests in SemCrude Pipeline, L.L.C., a Delaware limited liability company ("SemCrude Pipeline");

WHEREAS, SemCrude Pipeline owns a 51% membership interest in White Cliffs Pipeline, L.L.C., a Delaware limited liability company ("White Cliffs Pipeline");

WHEREAS, pursuant to this Agreement and the Contribution Agreement, the Contributing Parties desire to contribute, and the Partnership Parties desire to accept, 33.33% of the outstanding membership interests in SemCrude Pipeline (the "Subject Interest") in exchange for the consideration described below;

WHEREAS, after giving effect to the completion of the contribution of the Subject Interest referred to above pursuant to the terms of this Agreement and the Contribution Agreement, RRMH and RRMO will directly own a 66.67% and 33.33% membership interest in SemCrude Pipeline, respectively, and indirectly own a 34% and 17% membership interest in White Cliffs Pipeline, respectively;

WHEREAS, in order to accomplish the objectives and purposes in the preceding recitals, and to effect the intent of the Parties in connection with the consummation of the transactions contemplated hereby, the Parties previously entered into that certain Contribution Agreement, dated as of January 8, 2013 (the "Contribution Agreement"); and

WHEREAS, in order to accomplish the objectives and purposes in the preceding recitals, each of the following actions has been taken prior to the date hereof:

1. SemCrude Pipeline distributed to RRMH (a) its 100% membership interest in Rocky Cliffs Pipeline, L.L.C. ("Rocky Cliffs") and (b) its accounts receivable and payable.

2. Holdings distributed its 100% membership interest in Rocky Cliffs to SemGroup.

3. SemGroup contributed its 100% membership interest in Rocky Cliffs to SemDevelopment, L.L.C.

WHEREAS, as part of the consummation of the transactions contemplated hereby (the "Closing"), each of the following shall occur:

1. RRMH shall contribute the Subject Interest to the Partnership (a portion of the Subject Interest equal to 2/98ths of the aggregate value of the Common Units issued in the Partnership Common Unit Offering and the Additional LP Units being conveyed on behalf of the General Partner).

2. The Partnership shall borrow funds pursuant to the Revolving Credit Agreement in an amount equal to $133.5 million (the "Debt Proceeds"), and such Debt Proceeds shall be deposited into a bank account maintained solely by the Partnership (the "Partnership Bank Account").

3. The Partnership will complete the issuance and sale of Common Units pursuant to the Common Unit Purchase Agreement (the "Partnership Common Unit Offering"), the net proceeds of which (the "Issuance Proceeds") shall be deposited into the Partnership Bank Account.

4. As consideration for the transfer of the Subject Interest to the Partnership, the Partnership shall: (a) distribute cash in the amount of $189,545,204.08 (the "Cash Consideration") to RRMH, a portion of which is a reimbursement of preformation capital expenditures (as that term is defined by Treasury Regulation Section 1.707-4(d)) incurred with respect to the Subject Interest (such preformation capital expenditures referred to herein as "Capital Expenditures"); (b) issue 1,250,000 Class A Units and 1,500,000 Common Units to RRMH (collectively, the "Additional LP Units"); and (c) increase the capital account of the General Partner by an amount equal to the Additional GP Interest and issue 96,939 Notional General Partner Units (the "Additional GP Units") to the General Partner, each in consideration for the contribution to the Partnership on behalf of the General Partner of a portion of the Subject Interest. The Cash Consideration shall be paid first from the Debt Proceeds and then from the Issuance Proceeds in the Partnership Bank Account.

5. The Partnership shall contribute the Subject Interest to RRMO.

NOW, THEREFORE, in consideration of their mutual undertakings and agreements set forth herein and in the Contribution Agreement, the Parties undertake and agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.1 The following capitalized terms shall have the meanings given below.

(a) "Additional GP Interest" means a dollar amount equal to 2/98ths of the aggregate value of (a) the Common Units issued in the Partnership Common Unit Offering and (b) the Additional LP Units.

(b) "Additional GP Units" has the meaning assigned to such term in the recitals.

(c) "Additional LP Units" has the meaning assigned to such term in the recitals.

(d) "Agreement" has the meaning assigned to such term in the preamble.

(e) "Cash Consideration" has the meaning assigned to such term in the recitals.

(f) "Class A Units" has the meaning assigned to such term in the Partnership Agreement.

(g) "Closing" has the meaning assigned to such term in the recitals.

(h) "Closing Date" has the meaning assigned to such term in the Contribution Agreement.

(i) "Common Units" has the meaning assigned to such term in the Partnership Agreement.

(j) "Contributing Parties" has the meaning assigned to such term in the preamble.

(k) "Contribution Agreement" has the meaning assigned to such term in the recitals.

(l) "General Partner" has the meaning assigned to such term in the preamble.

(m) "Notional General Partner Units" has the meaning assigned to such term in the Partnership Agreement.

(n) "Parties" has the meaning assigned to such term in the preamble.

(o) "Partnership" has the meaning assigned to such term in the preamble.

(p) "Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 14, 2011, as amended by Amendment No. 1 thereto, dated as of the date hereof.

(q) "Partnership Parties" has the meaning assigned to such term in the preamble.

(r) "Revolving Credit Agreement" means the credit agreement, dated as of November 10, 2011, by and among the Partnership, as the borrower, certain subsidiaries of the Partnership, as guarantors, The Royal Bank of Scotland plc, as administrative agent and collateral agent, and the lenders party thereto, as amended.

(s) "RRMH" has the meaning assigned to such term in preamble.

(t) "RRMO" has the meaning assigned to such term in the preamble.

(u) "SemCrude Pipeline" has the meaning assigned to such term in the recitals.

(v) "SemGroup" has the meaning assigned to such term in the preamble.

(w) "Subject Interest" has the meaning assigned to such term in the recitals.

(x) "White Cliffs Pipeline" has the meaning assigned to such term in the recitals.

## ARTICLE II
## CONTRIBUTIONS, ACKNOWLEDGMENTS AND DISTRIBUTIONS

Section 2.1 Contribution by RRMH of the Subject Interest to the Partnership. RRMH hereby grants, contributes, bargains, conveys, assigns, transfers, sets over and delivers to the Partnership, its successors and assigns, for its and their own use forever, all right, title and interest in and to the Subject Interest (with a portion of the Subject Interest equal to 2/98ths of the aggregate value of the Common Units issued in the Partnership Common Unit Offering and the Additional LP Units being conveyed on behalf of the General Partner), and the Partnership hereby accepts the Subject Interest from RRMH as a contribution by the Contributing Parties.

Section 2.2 Distribution of Cash Consideration; Issuance of Additional LP Units. The Parties acknowledge that the Partnership has distributed the Cash Consideration, a portion of which is a reimbursement of Capital Expenditures, and issued the Additional LP Units to RRMH. The Cash Consideration has been paid first from the Debt Proceeds, and then from the Issuance Proceeds. The Contributing Parties hereby acknowledge receipt of the Cash Consideration and the Additional LP Units.

Section 2.3 Increase in Capital Account of the General Partner. The Parties acknowledge that the capital account of the General Partner has been increased by an amount equal to the Additional GP Interest in consideration for a contribution to the Partnership on behalf of the General Partner of a portion of the Subject Interest corresponding to the Additional GP Units.

Section 2.4 Issuance of Additional GP Units. The Parties acknowledge that the Partnership has issued the Additional GP Units to the General Partner. The General Partner acknowledges receipt of the Additional GP Units.

Section 2.5 Contribution by the Partnership of the Subject Interest to RRMO. Immediately following the contribution of the Subject Interest to the Partnership pursuant to Section 2.1, the Partnership hereby grants, contributes, bargains, conveys, assigns, transfers, sets over and delivers to RRMO, its successors and assigns, for its and their own use forever, all right, title and interest in and to the Subject Interest, and RRMO hereby accepts such contribution from the Partnership.

## ARTICLE III
## FURTHER ASSURANCES

Section 3.1 Further Assurances. From time to time after the Closing, and without any further consideration, the Parties agree to execute, acknowledge and deliver all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate (a) to more fully assure that the applicable Parties own all of the properties, rights, titles, interests, estates, remedies, powers and privileges granted by this Agreement, or which are intended to be so granted, or (b) to more fully and effectively vest in the applicable Parties and their respective successors and assigns beneficial and record title to the interests contributed and assigned by this Agreement or intended so to be.

Section 3.2 Other Assurances. From time to time after the Closing, and without any further consideration, each of the Parties shall execute, acknowledge and deliver all such additional instruments, notices and other documents, and will do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate to more fully and effectively carry out the purposes and intent of this Agreement. It is the express intent of the Parties that the Partnership or its subsidiaries own the Subject Interest that is identified in this Agreement.

## ARTICLE IV
## MISCELLANEOUS

Section 4.1 References; Interpretation. In construing and interpreting this Agreement: (a) the word "includes" and its derivatives means "includes, without limitation" and corresponding derivative expressions; (b) the currency amounts referred to herein, unless otherwise specified, are in United States dollars; (c) unless otherwise specified, all references in this Agreement to "Article," "Section," "preamble" or "recitals" shall be references to an Article, Section, preamble or recitals hereto; (d) whenever the context requires, the words used in this Agreement shall include the masculine, feminine and neuter, as well as the singular and the plural; (e) references to a Party include its permitted successors and assigns; (f) the Article and Section headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof; and (g) the words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. In the event of a conflict between the terms of this Agreement and the Contribution Agreement, the terms of the Contribution Agreement shall prevail.

Section 4.2 Successors and Assigns; Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns, but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned or transferred, by operation of law or otherwise, by any Party hereto without the prior written consent of each other Party. Notwithstanding anything in this Section 4.2, any Party may (without seeking the consent of the other Parties) transfer or otherwise alienate any of its rights, title, interest or obligations under this Agreement in connection with (a) a transfer to an affiliate which remains an affiliate, (b) the granting of a pledge, mortgage, hypothecation, lien or

other security interest, (c) the foreclosure (judicial or non-judicial) or other settlement or rearrangement pursuant to or in connection with any transfer made pursuant to (b) above, (d) a transfer in connection with the sale of all or substantially all of the assets of such Party, if applicable, or (e) a merger, consolidation, share exchange or other form of statutory reorganization with another person if such Party is the sole surviving person. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

Section 4.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.4 Governing Law. This Agreement shall be governed and construed in accordance with the substantive laws of the State of Delaware without reference to the Delaware conflicts of law principles.

Section 4.5 Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

Section 4.6 Amendment; Modification; Waiver. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by each Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 4.7 Integration. This Agreement, the Contribution Agreement and the instruments referenced herein or therein supersede all previous understandings or agreements among the Parties, whether oral or written, with respect to their subject matter. This Agreement, the Contribution Agreement and such instruments contain the entire understanding of the Parties with respect to the subject matter hereof and thereof. Except as provided in this Agreement, the Contribution Agreement or the instruments referenced herein or therein, no understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or form part of this Agreement, the Contribution Agreement or any such instrument unless it is contained in a written amendment hereto or thereto and executed by the Parties hereto or thereto after the date of this Agreement or such instrument.

Section 4.8 Deed; Bill of Sale; Assignment. To the extent required and permitted by applicable law, this Agreement shall also constitute a "deed," "bill of sale" or "assignment" of the assets and interests referenced herein.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the date first above written.

**SEMGROUP CORPORATION**

By: _____

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

**ROSE ROCK MIDSTREAM HOLDINGS, LLC**

By: _____

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

**ROSE ROCK MIDSTREAM GP, LLC**

By: _____

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

[*Signature Page to Contribution, Conveyance and Assumption Agreement*]

**ROSE ROCK MIDSTREAM, L.P.**

By: Rose Rock Midstream GP, LLC, its general partner

By: _____

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

**ROSE ROCK MIDSTREAM OPERATING, LLC**

By: _____

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

[*Signature Page to Contribution, Conveyance and Assumption Agreement*]

**EXHIBIT B**

**FORM OF FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF SEMCRUDE PIPELINE, L.L.C.**

**[ATTACHED.]**

**EXHIBIT C**

**FORM OF AMENDMENT NO. 1 TO THE**
**SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED**
**PARTNERSHIP**
**OF**
**ROSE ROCK MIDSTREAM, L.P.**

**[ATTACHED.]**

**AMENDMENT NO. 1 TO THE**
**SECOND AMENDED AND RESTATED**
**AGREEMENT OF LIMITED PARTNERSHIP**
**OF**
**ROSE ROCK MIDSTREAM, L.P.**

This Amendment No. 1, dated January [ ], 2013 (this "***Amendment***"), to the Second Amended and Restated Agreement of Limited Partnership of Rose Rock Midstream, L.P., a Delaware limited partnership (the "***Partnership***"), dated as of December 14, 2011 (the "***Partnership Agreement***"), is hereby adopted by Rose Rock Midstream GP, LLC, a Delaware limited liability company (the "***General Partner***"), as general partner of the Partnership. Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

**RECITALS**

WHEREAS, Section 5.6 of the Partnership Agreement provides that the Partnership may issue additional Partnership Interests for any partnership purpose, at any time and from time to time and for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners; and

WHEREAS, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests pursuant to Section 5.6 of the Partnership Agreement; and

WHEREAS, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect a change that the General Partner determines does not adversely affect the Limited Partners considered as a whole (or any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect; and

WHEREAS, the Partnership has entered into a Contribution Agreement, dated January 8, 2013, by and among the Partnership, the General Partner, SemGroup Corporation, Rose Rock Midstream Holdings, LLC, a Delaware limited liability company ("***Holdings***"), and Rose Rock Midstream Operating, LLC, a Delaware limited liability company, pursuant to which, among other things, (i) Holdings will assign and convey a 33.33% member interest in SemCrude Pipeline, L.L.C., a Delaware limited liability company, which owns a 51.00% member interest in White Cliffs Pipeline, L.L.C., a Delaware limited liability company ("***White Cliffs***"), to the Partnership, and (ii) the Partnership will issue to Holdings Class A Units representing a new class of Partnership Interests to be designated as "Class A Units," with such terms as are set forth in this Amendment; and

WHEREAS, the issuance of the Class A Units complies with the requirements of the Partnership Agreement; and

WHEREAS, the General Partner has determined, that the amendments to the Partnership Agreement set forth herein (i) do not adversely affect the Limited Partners considered as a whole in any material respect and (ii) are necessary or appropriate in connection with the creation, authorization and issuance of the Class A Units;

NOW, THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. **AMENDMENTS**.

(a) **Section 1.1**. Section 1.1 is hereby amended to add or to amend and restate, as applicable, the following definitions:

"***Class A Conversion Effective Date***" means the first day of the month immediately following the first month for which average daily throughput volumes on the White Cliffs Pipeline for such month are 125 mbpd or greater (the "***Class A Conversion Effective Date***").

"***Class A Unit***" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Class A Units in this Agreement. The term "Class A Unit" does not refer to a Common Unit.

"***Common Unit***" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not include a Subordinated Unit or a Class A Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

"***Holdings***" has the meaning assigned to such term in the recitals to Amendment No. 1 to the Partnership Agreement.

"***Limited Partner Interest***" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Incentive Distribution Rights, Class A Units or other Partnership Interests or a combination thereof or interest therein, and includes any and all rights and benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement; *provided*, *however*, that when the term "*Limited Partner Interest*" is used herein in the context of any vote or other approval, including Article XIII and Article XIV, such term shall not, solely for such purpose, include any Incentive Distribution Right except as may be required by law.

"***mbpd***" means thousand barrels per day.

"***Unit***" means a Partnership Interest that is designated as a "Unit" and shall include Common Units, Subordinated Units and Class A Units but shall not include (a) Notional General Partner Units (or the General Partner Interest represented thereby) or (b) Incentive Distribution Rights.

***"White Cliffs"*** has the meaning assigned to such term in the recitals to Amendment No. 1 to the Partnership Agreement.

"***White Cliffs Pipeline***" means the interstate pipeline that transports crude oil from Platteville, Colorado to Cushing, Oklahoma owned by White Cliffs.

(b) **Article IV; Section 4.8(c)**. Article IV of the Partnership Agreement is hereby amended to add the following sentence to the end of Section 4.8(c):

"(c) The transfer of a Common Unit that was issued upon conversion of a Class A Unit shall be subject to the restrictions imposed by Section 6.10."

(c) **Article V; Section 5.5(c)**. Section 5.5(c) of the Partnership Agreement is hereby amended to add a new Section 5.5(c)(iv) as follows:

"(iv) Subject to Section 6.10, immediately prior to the transfer of a Class A Unit or of a Common Unit that was issued upon conversion of a Class A Unit pursuant to Section 5.12(f) by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this Section 5.5(c)(iv) apply), (A) first, the Capital Account maintained for such Person with respect to its Class A Units or Common Units issued upon conversion of Class A Units will be allocated to the Class A Units or Common Units issued upon conversion of Class A Units to be transferred in an amount equal to the product of (x) the number of such Class A Units or Common Units issued upon conversion of Class A Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Class A Units or Common Units issued upon conversion of Class A Units ("***Retained Converted Class A Units***"). Following any such allocation, the transferor' s Capital Account, if any, maintained with respect to the retained Class A Units or Retained Converted Class A Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee' s Capital Account established with respect to the transferred Class A Units or Common Units issued upon conversion of Class A Units will have a balance equal to the amount allocated under clause (A) hereinabove."

(d) **Article V; Section 5.12**. Article V of the Partnership Agreement is hereby amended to add a new Section 5.12 creating a new series of Partnership Interests as follows:

"Section 5.12 *Establishment of Class A Units*.

(a) *General*. The General Partner hereby designates and creates a class of Partnership Interest to be designated as "Class A Units" and consisting of a total of 1,250,000 Class A Units, and fixes the designations, preferences and relative, participating, optional or other special rights, powers and duties of holders of the Class A Units as set forth in this Section 5.12.

(b) *Rights of Class A Units*. During the period commencing upon issuance of the Class A Units and ending on the Class A Conversion Effective Date:

(i) *Allocations*. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and credit, including Unrealized Gain or Unrealized Loss to be allocated to Partners pursuant to Section 6.1(c), shall be allocated to the Class A Units to the same extent as such items would be so allocated if such Class A Units were Common Units that were then Outstanding.

(ii) *Distributions*. Prior to the Class A Conversion Effective Date, the Class A Units shall not be entitled to receive distributions of Available Cash pursuant to Section 6.3.

(c) *Voting Rights*. Prior to the Class A Conversion Effective Date, the Class A Units shall be entitled to vote with the Common Units as a single class on any matters on which Unitholders are entitled to vote, except that the Class A Units shall be entitled to vote as a separate class on any matter that adversely affects the rights or preferences of the Class A Units in relation to other classes of Partnership Interests (including as a result of a merger or consolidation) or as required by law. The approval of a majority of the Class A Units shall be required to approve any matter for which the holders of the Class A Units are entitled to vote as a separate class. Each Class A Unit will be entitled to the number of votes equal to the number of Common Units into which a Class A Unit is convertible at the time of the Record Date for the vote or written consent on the matter.

(d) *Certificates*. The Class A Units will be evidenced by certificates in substantially the form of Exhibit A to Amendment No. 1 to this Agreement and, subject to Section 6.10 and the satisfaction of any applicable legal and regulatory requirements, may be assigned or transferred in a manner identical to the assignment and transfer of Common Units. The certificates will initially include a restrictive legend to the effect that the Class A Units have not been registered under the Securities Act or any state securities laws.

(e) *Registrar and Transfer Agent*. The General Partner will act as registrar and transfer agent of the Class A Units.

(f) *Conversion*. Each Class A Unit shall automatically convert into one Common Unit (subject to appropriate adjustment pursuant to Section 5.9 in the event of any split-up, combination or similar event affecting the Common Units or other Units that occurs prior to the Class A Conversion Effective Date) on the Class A Conversion Effective Date without any further action by the holders thereof. The terms of the Class A Units will be changed, automatically and without further action, on the Class A Conversion Effective Date so that each Class A Unit is converted into one Common Unit and, immediately thereafter, none of the Class A Units shall be Outstanding; *provided, however*, that such converted Class A Units will remain subject to the provisions of Sections 6.1(d)(xiv) and 6.10.

(g) *Surrender of Certificates*. Subject to the requirements of Section 6.10, on or after the Class A Conversion Effective Date, each holder of Class A Units shall promptly surrender the Class A Unit Certificates therefor, duly endorsed, at the office of the General Partner or of any transfer agent for the Class A Units. In the case of any such conversion, the Partnership shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class A Units one or more Common Unit Certificates, registered in the name of such holder, or other evidence of the issuance of uncertificated certificates, for the number of Common Units to which such holder shall be entitled. Such conversion shall be deemed to have been made as of the Class A Conversion Effective Date whether or not the Class A Unit Certificate has been surrendered as of such date, and the Person entitled to receive the Common Units issuable upon such conversion shall be treated for all purposes as the record holder of such Common Units as of such date.

(e) **Article VI; Section 6.1(d)(iii)(A)**. Section 6.1(d)(iii)(A) of the Partnership Agreement is hereby amended and restated to read in its entirety:

"(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit (except a Class A Unit with respect to any Record Date prior to the Class A Conversion Effective Date) (the amount of the excess, an "***Excess Distribution***" and the Unit with respect to which the greater distribution is paid, an "***Excess Distribution Unit***"), then (1) there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii)(A) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution; and (2) the General Partner shall be allocated gross income and gain with respect to each such Excess Distribution in an amount equal to the product obtained by multiplying (aa) the quotient determined by dividing (x) the General Partner' s Percentage Interest at the time when the Excess Distribution occurs by (y) a percentage equal to 100% less the General Partner' s Percentage Interest at the time when the Excess Distribution occurs, times (bb) the total amount allocated in clause (1) above with respect to such Excess Distribution.

(f) **Article VI; Section 6.1(d)(xiv)**. Section 6.1(d) is hereby amended to add a new Section 6.1(d)(xiv) as follows:

"(xiv) *Class A Economic Uniformity*. With respect to any taxable period in which the Class A Conversion Effective Date occurs (and, if necessary, any subsequent taxable period), items of Partnership gross income, gain, deduction or loss for the taxable period shall be allocated 100% to each Limited Partner with respect to such Limited Partner' s Class A Units that are Outstanding immediately before the Class A Conversion Effective Date in the proportion that the respective number of Class A Units held by such Partner bears to the total number of Class A Units then Outstanding, until each such Partner has been allocated the amount of gross income, gain, deduction or loss with respect to such Partner' s Class A Units that causes the Capital Account attributable to each Class A Unit, on a per Unit basis, to equal the Per Unit Capital Amount for a Common Unit on the Class A Conversion Effective Date. The purpose for this allocation is to establish uniformity between the Capital Accounts underlying converted Class A Units and the Capital Accounts underlying Common Units immediately prior to the conversion of Class A Units into Common Units.

(g) **Article VI; Section 6.10**. Article VI is hereby amended to add a new Section 6.10 as follows:

"Section 6.10 *Special Provisions Relating to the Holders of Class A Units*. A Unitholder holding a Common Unit issued upon conversion of a Class A Unit pursuant to Section 5.12 shall not be issued a Common Unit Certificate pursuant to Section 4.1, and shall not be permitted to transfer such Common Units until such time as the General Partner determines, based on advice of counsel, that the Common Unit issued upon conversion of such Class A Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.10, the General

Partner shall take whatever steps are required to provide economic uniformity to the Common Units issued upon conversion of Class A Units in preparation for a transfer of such Common Units, including the application of Sections 5.5(c)(iv) and 6.1(d)(xiv); *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units represented by Common Unit Certificates."

Section 2. **RATIFICATION OF PARTNERSHIP AGREEMENT**. Except as expressly modified and amended herein, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 3. **GOVERNING LAW**. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.

**IN WITNESS WHEREOF**, the General Partner has executed this Amendment as of the date first written above.

**GENERAL PARTNER:**

ROSE ROCK MIDSTREAM GP, LLC

By: _____

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

**Schedule 3.3**

# No Conflicts; Consents

None

**Schedule 3.4**

**Capitalization; Title to Subject Interest**

None

**Schedule 3.5(a)**

**White Cliffs Pipeline Financial Statements**

No items to disclose

**Schedule 3.5(b)**

**SemCrude Pipeline Financial Statements**

No items to disclose

**Schedule 3.5(c)**

**Undisclosed Liabilities**

None

**Schedule 3.7**

**Title to Assets**

None

## Schedule 3.8

### Litigation; Laws and Regulation

None

## Schedule 3.9

### No Adverse Changes

None

## Schedule 3.10

### Taxes

None

## Schedule 3.11

### Environmental Matters

None

**Schedule 3.12**

**Licenses; Permits**

None

## Schedule 3.14

### Contracts

| Contracting Party | Counterparty | Contract Type | Date of Signing |
|---|---|---|---|
| White Cliffs Pipeline, LLC | SemCrude, LP and SemCrude Pipeline, LLC | Pipeline System Operations and Maintenance Agreement | 11/30/2009 |
| White Cliffs Pipeline, LLC | Plains Pipeline, LP | Pipeline Capacity Lease Agreement | 6/1/2010 |
| White Cliffs Pipeline, LLC | Kerr-McGee Oil and Gas Onshore, LP | Throughput and Deficiency Agreement | 1/29/2007 |
| White Cliffs Pipeline, LLC | Noble Energy, Inc | Throughput and Deficiency Agreement | 1/29/2007 |
| White Cliffs Pipeline, LLC | Kerr McGee Oil and Gas Onshore, LP | Throughput and Deficiency Agreement | 10/24/2012 |
| White Cliffs Pipeline, LLC | Noble Energy, Inc | Throughput and Deficiency Agreement | 10/24/2012 |

## Schedule 3.15

### Transactions with Affiliates

None

## Schedule 4.3

**No Conflicts; Consents**

None

**Exhibit 3.1**

# AMENDMENT NO. 1 TO THE SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF ROSE ROCK MIDSTREAM, L.P.

This Amendment No. 1, dated January 11, 2013 (this "***Amendment***"), to the Second Amended and Restated Agreement of Limited Partnership of Rose Rock Midstream, L.P., a Delaware limited partnership (the "***Partnership***"), dated as of December 14, 2011 (the "***Partnership Agreement***"), is hereby adopted by Rose Rock Midstream GP, LLC, a Delaware limited liability company (the "***General Partner***"), as general partner of the Partnership. Capitalized terms used but not defined herein are used as defined in the Partnership Agreement.

## RECITALS

WHEREAS, Section 5.6 of the Partnership Agreement provides that the Partnership may issue additional Partnership Interests for any partnership purpose, at any time and from time to time and for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners; and

WHEREAS, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests pursuant to Section 5.6 of the Partnership Agreement; and

WHEREAS, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner, without the approval of any Partner, may amend any provision of the Partnership Agreement to reflect a change that the General Partner determines does not adversely affect the Limited Partners considered as a whole (or any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect; and

WHEREAS, the Partnership has entered into a Contribution Agreement, dated January 8, 2013, by and among the Partnership, the General Partner, SemGroup Corporation, Rose Rock Midstream Holdings, LLC, a Delaware limited liability company ("***Holdings***"), and Rose Rock Midstream Operating, LLC, a Delaware limited liability company, pursuant to which, among other things, (i) Holdings will assign and convey a 33.33% member interest in SemCrude Pipeline, L.L.C., a Delaware limited liability company, which owns a 51.00% member interest in White Cliffs Pipeline, L.L.C., a Delaware limited liability company ("***White Cliffs***"), to the Partnership, and (ii) the Partnership will issue to Holdings Class A Units representing a new class of Partnership Interests to be designated as "Class A Units," with such terms as are set forth in this Amendment; and

WHEREAS, the issuance of the Class A Units complies with the requirements of the Partnership Agreement; and

WHEREAS, the General Partner has determined, that the amendments to the Partnership Agreement set forth herein (i) do not adversely affect the Limited Partners considered as a whole in any material respect and (ii) are necessary or appropriate in connection with the creation, authorization and issuance of the Class A Units;

NOW, THEREFORE, the General Partner does hereby amend the Partnership Agreement as follows:

Section 1. **AMENDMENTS**.

(a) **Section 1.1**. Section 1.1 is hereby amended to add or to amend and restate, as applicable, the following definitions:

"***Class A Conversion Effective Date***" means the first day of the month immediately following the first month for which average daily throughput volumes on the White Cliffs Pipeline for such month are 125 mbpd or greater (the "***Class A Conversion Effective Date***").

"***Class A Unit***" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Class A Units in this Agreement. The term "Class A Unit" does not refer to a Common Unit.

"***Common Unit***" means a Partnership Interest representing a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not include a Subordinated Unit or a Class A Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

"***Holdings***" has the meaning assigned to such term in the recitals to Amendment No. 1 to the Partnership Agreement.

"***Limited Partner Interest***" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Subordinated Units, Incentive Distribution Rights, Class A Units or other Partnership Interests or a combination thereof or interest therein, and includes any and all rights and benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement; *provided*, *however*, that when the term "*Limited Partner Interest*" is used herein in the context of any vote or other approval, including Article XIII and Article XIV, such term shall not, solely for such purpose, include any Incentive Distribution Right except as may be required by law.

"***mbpd***" means thousand barrels per day.

"***Unit***" means a Partnership Interest that is designated as a "Unit" and shall include Common Units, Subordinated Units and Class A Units but shall not include (a) Notional General Partner Units (or the General Partner Interest represented thereby) or (b) Incentive Distribution Rights.

***"White Cliffs"*** has the meaning assigned to such term in the recitals to Amendment No. 1 to the Partnership Agreement.

"***White Cliffs Pipeline***" means the interstate pipeline that transports crude oil from Platteville, Colorado to Cushing, Oklahoma owned by White Cliffs.

(b) **Article IV; Section 4.8(c)**. Article IV of the Partnership Agreement is hereby amended to add the following sentence to the end of Section 4.8(c):

"(c) The transfer of a Common Unit that was issued upon conversion of a Class A Unit shall be subject to the restrictions imposed by Section 6.10."

(c) **Article V; Section 5.5(c)**. Section 5.5(c) of the Partnership Agreement is hereby amended to add a new Section 5.5(c)(iv) as follows:

"(iv) Subject to Section 6.10, immediately prior to the transfer of a Class A Unit or of a Common Unit that was issued upon conversion of a Class A Unit pursuant to Section 5.12(f) by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this Section 5.5(c)(iv) apply), (A) first, the Capital Account maintained for such Person with respect to its Class A Units or Common Units issued upon conversion of Class A Units will be allocated to the Class A Units or Common Units issued upon conversion of Class A Units to be transferred in an amount equal to the product of (x) the number of such Class A Units or Common Units issued upon conversion of Class A Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Class A Units or Common Units issued upon conversion of Class A Units ("***Retained Converted Class A Units***"). Following any such allocation, the transferor' s Capital Account, if any, maintained with respect to the retained Class A Units or Retained Converted Class A Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee' s Capital Account established with respect to the transferred Class A Units or Common Units issued upon conversion of Class A Units will have a balance equal to the amount allocated under clause (A) hereinabove."

(d) **Article V; Section 5.12**. Article V of the Partnership Agreement is hereby amended to add a new Section 5.12 creating a new series of Partnership Interests as follows:

"Section 5.12 *Establishment of Class A Units*.

(a) *General*. The General Partner hereby designates and creates a class of Partnership Interest to be designated as "Class A Units" and consisting of a total of 1,250,000 Class A Units, and fixes the designations, preferences and relative, participating, optional or other special rights, powers and duties of holders of the Class A Units as set forth in this Section 5.12.

(b) *Rights of Class A Units*. During the period commencing upon issuance of the Class A Units and ending on the Class A Conversion Effective Date:

(i) *Allocations*. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and credit, including Unrealized Gain or Unrealized Loss to be allocated to Partners pursuant to Section 6.1(c), shall be allocated to the Class A Units to the same extent as such items would be so allocated if such Class A Units were Common Units that were then Outstanding.

(ii) *Distributions*. Prior to the Class A Conversion Effective Date, the Class A Units shall not be entitled to receive distributions of Available Cash pursuant to Section 6.3.

(c) *Voting Rights*. Prior to the Class A Conversion Effective Date, the Class A Units shall be entitled to vote with the Common Units as a single class on any matters on which Unitholders are entitled to vote, except that the Class A Units shall be entitled to vote as a separate class on any matter that adversely affects the rights or preferences of the Class A Units in relation to other classes of Partnership Interests (including as a result of a merger or consolidation) or as required by law. The approval of a majority of the Class A Units shall be required to approve any matter for which the holders of the Class A Units are entitled to vote as a separate class. Each Class A Unit will be entitled to the number of votes equal to the number of Common Units into which a Class A Unit is convertible at the time of the Record Date for the vote or written consent on the matter.

(d) *Certificates*. The Class A Units will be evidenced by certificates in substantially the form of Exhibit A to Amendment No. 1 to this Agreement and, subject to Section 6.10 and the satisfaction of any applicable legal and regulatory requirements, may be assigned or transferred in a manner identical to the assignment and transfer of Common Units. The certificates will initially include a restrictive legend to the effect that the Class A Units have not been registered under the Securities Act or any state securities laws.

(e) *Registrar and Transfer Agent*. The General Partner will act as registrar and transfer agent of the Class A Units.

(f) *Conversion*. Each Class A Unit shall automatically convert into one Common Unit (subject to appropriate adjustment pursuant to Section 5.9 in the event of any split-up, combination or similar event affecting the Common Units or other Units that occurs prior to the Class A Conversion Effective Date) on the Class A Conversion Effective Date without any further action by the holders thereof. The terms of the Class A Units will be changed, automatically and without further action, on the Class A Conversion Effective Date so that each Class A Unit is converted into one Common Unit and, immediately thereafter, none of the Class A Units shall be Outstanding; *provided, however*, that such converted Class A Units will remain subject to the provisions of Sections 6.1(d)(xiv) and 6.10.

(g) *Surrender of Certificates*. Subject to the requirements of Section 6.10, on or after the Class A Conversion Effective Date, each holder of Class A Units shall promptly surrender the Class A Unit Certificates therefor, duly endorsed, at the office of the General Partner or of any transfer agent for the Class A Units. In the case of any such conversion, the Partnership shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Class A Units one or more Common Unit Certificates, registered in the name of such holder, or other evidence of the issuance of uncertificated certificates, for the number of Common Units to which such holder shall be entitled. Such conversion shall be deemed to have been made as of the Class A Conversion Effective Date whether or not the Class A Unit Certificate has been surrendered as of such date, and the Person entitled to receive the Common Units issuable upon such conversion shall be treated for all purposes as the record holder of such Common Units as of such date.

(e) **Article VI; Section 6.1(d)(iii)(A)**. Section 6.1(d)(iii)(A) of the Partnership Agreement is hereby amended and restated to read in its entirety:

"(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit (except a Class A Unit with respect to any Record Date prior to the Class A Conversion Effective Date) (the amount of the excess, an "***Excess Distribution***" and the Unit with respect to which the greater distribution is paid, an "***Excess Distribution Unit***"), then (1) there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii)(A) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution; and (2) the General Partner shall be allocated gross income and gain with respect to each such Excess Distribution in an amount equal to the product obtained by multiplying (aa) the quotient determined by dividing (x) the General Partner' s Percentage Interest at the time when the Excess Distribution occurs by (y) a percentage equal to 100% less the General Partner' s Percentage Interest at the time when the Excess Distribution occurs, times (bb) the total amount allocated in clause (1) above with respect to such Excess Distribution.

(f) **Article VI; Section 6.1(d)(xiv)**. Section 6.1(d) is hereby amended to add a new Section 6.1(d)(xiv) as follows:

"(xiv) *Class A Economic Uniformity*. With respect to any taxable period in which the Class A Conversion Effective Date occurs (and, if necessary, any subsequent taxable period), items of Partnership gross income, gain, deduction or loss for the taxable period shall be allocated 100% to each Limited Partner with respect to such Limited Partner' s Class A Units that are Outstanding immediately before the Class A Conversion Effective Date in the proportion that the respective number of Class A Units held by such Partner bears to the total number of Class A Units then Outstanding, until each such Partner has been allocated the amount of gross income, gain, deduction or loss with respect to such Partner' s Class A Units that causes the Capital Account attributable to each Class A Unit, on a per Unit basis, to equal the Per Unit Capital Amount for a Common Unit on the Class A Conversion Effective Date. The purpose for this allocation is to establish uniformity between the Capital Accounts underlying converted Class A Units and the Capital Accounts underlying Common Units immediately prior to the conversion of Class A Units into Common Units.

(g) **Article VI; Section 6.10**. Article VI is hereby amended to add a new Section 6.10 as follows:

"Section 6.10 *Special Provisions Relating to the Holders of Class A Units*. A Unitholder holding a Common Unit issued upon conversion of a Class A Unit pursuant to Section 5.12 shall not be issued a Common Unit Certificate pursuant to Section 4.1, and shall not be permitted to transfer such Common Units until such time as the General Partner determines, based on advice of counsel, that the Common Unit issued upon conversion of such Class A Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of an Initial Common Unit. In connection with the condition imposed by this Section 6.10, the General

Partner shall take whatever steps are required to provide economic uniformity to the Common Units issued upon conversion of Class A Units in preparation for a transfer of such Common Units, including the application of Sections 5.5(c)(iv) and 6.1(d)(xiv); *provided*, *however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units represented by Common Unit Certificates."

Section 2. **RATIFICATION OF PARTNERSHIP AGREEMENT**. Except as expressly modified and amended herein, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 3. **GOVERNING LAW**. This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.

**IN WITNESS WHEREOF**, the General Partner has executed this Amendment as of the date first written above.

**GENERAL PARTNER:**

ROSE ROCK MIDSTREAM GP, LLC

By: /s/ Norman J. Szydlowski

Name: Norman J. Szydlowski

Title: President and Chief Executive Officer

**Exhibit 4.1**

# REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of January 11, 2013, by and among Rose Rock Midstream, L.P., a Delaware limited partnership (the "Partnership"), and the Purchasers set forth on Schedule A to this Agreement (each, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, this Agreement is made in connection with the Closing of the issuance and sale of the Purchased Units pursuant to the Common Unit Purchase Agreement, dated as of January 8, 2013 by and among the Partnership and the Purchasers (the "Purchase Agreement");

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Purchasers pursuant to the Purchase Agreement; and

WHEREAS, it is a condition to the obligations of each Purchaser and the Partnership under the Purchase Agreement that this Agreement be executed and delivered.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

## ARTICLE I
## DEFINITIONS

SECTION 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Purchase Agreement. The terms set forth below are used herein as so defined:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning specified therefor in the introductory paragraph.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" means the Common Units of the Partnership representing limited partner interests therein.

"Effectiveness Period" has the meaning specified therefor in Section 2.01(a) of this Agreement.

"General Partner" means Rose Rock Midstream GP, LLC, a Delaware limited partnership, the general partner of the Partnership.

"Holder" means the record holder of any Registrable Securities.

"Included Registrable Securities" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Liquidated Damages" has the meaning specified therefor in Section 2.01(b) of this Agreement.

"Liquidated Damages Multiplier" means the product of the Per Unit Price times the number of Common Units purchased by such Purchaser that may not be disposed of without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

"Losses" has the meaning specified therefor in Section 2.08(a) of this Agreement.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book-running lead manager of such Underwritten Offering.

"NYSE" means The New York Stock Exchange, Inc.

"Opt Out Notice" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Other Holders" has the meaning specified therefor in Section 2.02(b) of this Agreement.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Purchase Agreement" has the meaning specified therefor in the Recitals of this Agreement.

"Purchaser" and "Purchasers" have the meanings specified therefor in the introductory paragraph of this Agreement.

"Registrable Securities" means: (i) the Common Units comprising the Purchased Units and (ii) any Common Units issued as Liquidated Damages pursuant to Section 2.01 of this Agreement, if any, all of which Registrable Securities are subject to the rights provided herein until such rights terminate pursuant to the provisions hereof.

"Registration Expenses" has the meaning specified therefor in Section 2.07(b) of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.07(b) of this Agreement.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Underwritten Offering" means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

SECTION 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security when (a) a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in force) under the Securities Act; (c) such Registrable Security is held by the Partnership or one of its subsidiaries or Affiliates; (d) such Registrable Security has been sold or disposed of in a private transaction in which the transferor' s rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.11 hereof; or (e) such Registrable Security becomes eligible for resale without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act, assuming the Holder of such Registrable Security is not an affiliate (as defined in Rule 144(a)(1)) of the Partnership.

## ARTICLE II
## REGISTRATION RIGHTS

SECTION 2.01 Registration.

(a) Effectiveness Deadline. No later than 30 days following the Closing Date, the Partnership shall prepare and file a registration statement under the Securities Act to permit the public resale of Registrable Securities then outstanding from time to time as permitted by Rule 415 of the Securities Act with respect to all of the Registrable Securities (the "Registration Statement"). The Registration Statement filed pursuant to this Section 2.01(a) shall be on such appropriate registration form of the Commission as shall be selected by the Partnership so long as it permits the continuous offering of the Registrable Securities pursuant to Rule 415 of the Securities Act or such other rule as is then applicable at the then prevailing market prices. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement to become effective on or as soon as practicable after the Closing Date. Any Registration Statement shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders of any and all Registrable Securities covered by such Registration Statement. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement filed pursuant to this Section 2.01(a) to be effective, supplemented and amended to the extent necessary to ensure that it is available for the resale of all Registrable Securities by the Holders until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities (the "Effectiveness Period"). The Registration Statement when effective (including the documents incorporated therein by reference) will comply as to form in all material

respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that the Registration Statement becomes effective, but in any event within two (2) Business Days of such date, the Partnership shall provide the Holders with written notice of the effectiveness of the Registration Statement.

(b) Failure To Go Effective. If the Registration Statement required by Section 2.01(a) is not declared effective within 90 days after Closing, then each Purchaser shall be entitled to a payment (with respect to the Purchased Units of each such Purchaser), as liquidated damages and not as a penalty, of 0.25% of the Liquidated Damages Multiplier per 30-day period, which shall accrue daily, for the first 60 days following the 90th day, increasing by an additional 0.25% of the Liquidated Damages Multiplier per 30-day period, which shall accrue daily, for each subsequent 60 days (i.e., 0.5% for 61-120 days, 0.75% for 121-180 days and 1.0% thereafter), up to a maximum of 1.00% of the Liquidated Damages Multiplier per 30-day period (the "Liquidated Damages"). The Liquidated Damages payable pursuant to the immediately preceding sentence shall be payable within ten Business Days after the end of each such 30-day period. Any Liquidated Damages shall be paid to each Purchaser in immediately available funds; *provided, however,* if the Partnership certifies that it is unable to pay Liquidated Damages in cash because such payment would result in a breach under a credit facility or other debt instrument filed as exhibits to the SEC Documents, then the Partnership shall pay such Liquidated Damages using as much cash as permitted without breaching any such credit facility or other debt instrument and shall pay the balance of any such Liquidated Damages in kind in the form of the issuance of additional Common Units. Upon any issuance of Common Units as Liquidated Damages, the Partnership shall promptly (i) prepare and file an amendment to the Registration Statement prior to its effectiveness adding such Common Units to such Registration Statement as additional Registrable Securities and (ii) prepare and file a supplemental listing application with the NYSE (or such other market on which the Registrable Securities are then listed and traded) to list such additional Common Units. The determination of the number of Common Units to be issued as Liquidated Damages shall be equal to the amount of Liquidated Damages divided by the volume weighted average price of the Common Units on the NYSE for the ten trading days immediately preceding the date on which the Liquidated Damages payment is due. The accrual of Liquidated Damages to a Holder shall cease at the earlier of (i) the Registration Statement becoming effective or (ii) when such Holder no longer holds Registrable Securities, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases. If the Partnership is unable to cause a Registration Statement to go effective within 90 days after the Closing Date as a result of an acquisition, merger, reorganization, disposition or other similar transaction, then the Partnership may request a waiver of the Liquidated Damages, and each Holder may individually grant or withhold its consent to such request in its discretion.

(c) Termination of Purchaser' s Rights. A Purchaser' s rights (and any transferee' s rights pursuant to Section 2.11) under this Section 2.01 shall terminate upon the termination of the Effectiveness Period.

SECTION 2.02 Piggyback Rights.

(a) Participation. If the Partnership proposes to file (i) a shelf registration statement other than the Registration Statement contemplated by Section 2.01(a), (ii) a prospectus supplement to an effective shelf registration statement, other than the Registration Statement contemplated by Section 2.01(a) of this Agreement and Holders may be included without the filing of a post-effective amendment thereto, or (iii) a registration statement, other than a shelf registration statement, in each case, for the sale of Common Units in an Underwritten Offering for its own account and/or another Person, then as soon as practicable following the engagement of counsel by the Partnership to prepare the documents to be used in connection with an Underwritten Offering, the Partnership shall give notice (including, but not limited to, notification by electronic mail) of such proposed Underwritten Offering to each Holder (together with its Affiliates) holding at least $10.0 million of the then-outstanding Registrable Securities (based on the Purchase Price per Common Unit under the Purchase Agreement) and such notice shall offer such Holders the opportunity to include in such Underwritten Offering such number of Registrable Securities (the "Included Registrable Securities") as each such Holder may request in writing; *provided, however,* that if the Partnership has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of the Holders will have an adverse effect on the price, timing or distribution of the Common Units in the Underwritten Offering, then (A) if no Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, the Partnership shall not be required to offer such opportunity to the Holders or (B) if any Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.02(b). Any notice required to be provided in this Section 2.02(a) to Holders shall be provided on a Business Day pursuant to Section 3.01 hereof. Each such Holder shall then have two (2) Business Days (or one (1) Business Day in connection with any overnight or bought Underwritten Offering) after notice has been delivered to request in writing the inclusion of Registrable Securities in the Underwritten Offering. If no written request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Partnership shall determine for any reason not to undertake or to delay such Underwritten Offering, the Partnership may, at its election, give written notice of such determination to the Selling Holders and, (x) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (y) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right

to withdraw such Selling Holder' s request for inclusion of such Selling Holder' s Registrable Securities in such Underwritten Offering by giving written notice to the Partnership of such withdrawal at or prior to the time of pricing of such Underwritten Offering. Any Holder may deliver written notice (an "Opt-Out Notice") to the Partnership requesting that such Holder not receive notice from the Partnership of any proposed Underwritten Offering; *provided, however,* that such Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), the Partnership shall not be required to deliver any notice to such Holder pursuant to this Section 2.02(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by the Partnership pursuant to this Section 2.02(a). The Holders indicated on Schedule A hereto as having opted out shall each be deemed to have delivered an Opt-Out Notice as of the date hereof.

(b) Priority. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering of Common Units included in an Underwritten Offering involving Included Registrable Securities advises the Partnership that the total amount of Common Units that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Common Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advises the Partnership can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership and (ii) second, pro rata among the Selling Holders who have requested participation in such Underwritten Offering and any other holder of securities of the Partnership having rights of registration that are neither expressly senior nor subordinated to the Registrable Securities (the "Parity Securities"). The pro rata allocations for each Selling Holder who has requested participation in such Underwritten Offering shall be the product of (a) the aggregate number of Registrable Securities proposed to be sold in such Underwritten Offering multiplied by (b) the fraction derived by dividing (x) the number of Registrable Securities owned on the Closing Date by such Selling Holder by (y) the aggregate number of Registrable Securities owned on the Closing Date by all Selling Holders plus the aggregate number of Parity Securities owned on the Closing Date by all holders of Parity Securities that are participating in the Underwritten Offering.

(c) Termination of Piggyback Registration Rights. Each Holder' s rights under Section 2.02 shall terminate upon such Holder (together with its Affiliates) ceasing to hold at least $10.0 million of Registrable Securities (based on the Purchase Price per Common Unit under the Purchase Agreement).

SECTION 2.03 Delay Rights.

(a) Delay Rights. Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement, suspend such Selling Holder' s use of any prospectus which is a part of the Registration Statement or other registration statement contemplated

by this Agreement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Registration Statement or other registration statement contemplated by this Agreement) if (i) the Partnership is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the Partnership determines in good faith that the Partnership' s ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in the Registration Statement or other registration statement contemplated by this Agreement or (ii) the Partnership has experienced some other material non-public event, the disclosure of which at such time, in the good faith judgment of the Partnership, would materially adversely affect the Partnership; *provided, however,* in no event shall the Purchasers be suspended for a period that exceeds an aggregate of 60 days in any 180-day period or 105 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Purchaser in connection with any Underwritten Offering. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

(b) Additional Rights to Liquidated Damages. If (i) the Holders shall be prohibited from selling their Registrable Securities under the Registration Statement as a result of a suspension pursuant to Section 2.01(e) of this Agreement in excess of the periods permitted therein or (ii) the Registration Statement is filed and declared effective but, during the Effectiveness Period, shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded by a post-effective amendment to the Registration Statement, a supplement to the prospectus or a report filed with the Commission pursuant to Sections 13(a), 13(c), 14 or l5(d) of the Exchange Act, then, until the suspension is lifted or a post-effective amendment, supplement or report is filed with the Commission, but not including any day on which a suspension is lifted or such amendment, supplement or report is filed and declared effective, if applicable, the Partnership shall owe the Holders an amount equal to the Liquidated Damages, following (x) the date on which the suspension period exceeded the permitted period under Section 2.01(e) of this Agreement or (y) the day after the Registration Statement ceased to be effective or failed to be useable for its intended purposes, as liquidated damages and not as a penalty. For purposes of this paragraph, a suspension shall be deemed lifted on the date that notice that the suspension has been terminated is delivered to the Selling Holders. Liquidated Damages shall cease to accrue pursuant to this paragraph upon the Purchased Units of such Holder becoming eligible for resale without restriction and without the need for current public information under any section of Rule 144 (or any similar provision then in effect) under the Securities Act, assuming that each Holder is not an Affiliate of the Partnership, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases.

SECTION 2.04 Underwritten Offerings.

(a) General Procedures. In connection with any Underwritten Offering under this Agreement, the Partnership shall be entitled to select the Managing Underwriter or Underwriters. In connection with an Underwritten Offering contemplated by this Agreement in which a Selling Holder participates, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder' s benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by Law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; *provided, however,* that such withdrawal must be made up to and including the time of pricing of such Underwritten Offering. No such withdrawal or abandonment shall affect the Partnership' s obligation to pay Registration Expenses. The Partnership' s management may but shall not be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering.

(b) No Demand Rights. Notwithstanding any other provision of this Agreement, no Holder shall be entitled to any "demand" rights or similar rights that would require the Partnership to effect an Underwritten Offering solely on behalf of the Holders.

SECTION 2.05 Sale Procedures. In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Registration Statement;

(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Registration Statement and the Managing

Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Registration Statement or such other registration statement or supplement or amendment thereto, and (ii) such number of copies of the Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; provided, however, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the filing of the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any other registration statement contemplated by this Agreement or any post-effective amendment thereto, when the same has become effective; and (ii) any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement thereto;

(f) immediately notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Registration Statement or any other registration statement contemplated by this

Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which such statement is made); (ii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for the Partnership, and a letter of like kind dated the date of the closing under the underwriting agreement, and (ii) a "cold comfort" letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership' s financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "cold comfort" letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer' s counsel and in accountants' letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters and Selling Holders may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense

under the Securities Act; provided, that the Partnership need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Partnership;

(k) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities; and

(o) if requested by a Selling Holder, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment.

The Partnership will not name a Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act in any Registration Statement without such Holder' s consent. If the staff of the Commission requires the Partnership to name any Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act, and such Holder does not consent thereto, then such Holder' s Registrable Securities shall not be included on the Registration Statement, such Holder shall no longer be entitled to receive Liquidated Damages under this Agreement with respect thereto and the Partnership shall have no further obligations hereunder with respect to Registrable Securities held by such Holder.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.05, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder' s receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.05 or until it is advised in writing by the Partnership that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed

by the Partnership, such Selling Holder will, or will request the managing underwriter or underwriters, if any, to deliver to the Partnership (at the Partnership' s expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder' s possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

SECTION 2.06 Cooperation by Holders. The Partnership shall have no obligation to include in the Registration Statement, or in an Underwritten Offering pursuant to Section 2.02(a) or Section 2.03(a), Common Units of a Selling Holder who has failed to timely furnish such information that the Partnership determines, after consultation with counsel, is reasonably required in order for the registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

SECTION 2.07 Restrictions on Public Sale by Holders of Registrable Securities. Each Holder of Registrable Securities agrees to enter into a customary letter agreement with underwriters providing such Holder will not effect any public sale or distribution of Registrable Securities during the 60 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to the pricing of any Underwritten Offering, provided that (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Partnership or the officers, directors or any other Affiliate of the Partnership on whom a restriction is imposed and (ii) the restrictions set forth in this Section 2.07 shall not apply to any Registrable Securities that are included in such Underwritten Offering by such Holder. In addition, this Section 2.07 shall not apply to any Holder that is not entitled to participate in such Underwritten Offering, whether because such Holder delivered an Opt-Out Notice prior to receiving notice of the Underwritten Offering or because such Holder holds less than $10.0 million of the then-outstanding Registrable Securities.

SECTION 2.08 Expenses.

(a) Expenses. The Partnership will pay all reasonable Registration Expenses as determined in good faith, including, in the case of an Underwritten Offering, whether or not any sale is made pursuant to such Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.09 hereof, the Partnership shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means all expenses incident to the Partnership' s performance under or compliance with this Agreement to effect the registration of Registrable Securities on the Registration Statement pursuant to Section 2.01 or an Underwritten Offering covered under this Agreement, and the disposition of such securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws (other than fees and expenses of counsel to the Managing Underwriter in connection with an Underwritten Offering), fees of the FINRA, fees of transfer agents and registrars, all word processing, duplicating and

printing expenses, any transfer taxes and the fees and disbursements of counsel and independent public accountants for the Partnership, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions or similar fees or arrangements allocable to the sale of the Registrable Securities.

SECTION 2.09 Indemnification.

(a) By the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents, and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the "Selling Holder Indemnified Persons", against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances in which such statement is made) contained in the Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or 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 case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; provided, however, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the Registration Statement or such other registration statement contemplated by this Agreement, or any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, the General Partner, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such

Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in the Registration Statement or any other registration statement contemplated by this Agreements, or any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto; provided, however, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.08. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.08 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against it with respect to which it is entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnified party.

(d) Contribution. If the indemnification provided for in this Section 2.08 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; provided, however, that in no event shall such Selling Holder be

required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification. The provisions of this Section 2.08 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

SECTION 2.10 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to use its commercially reasonable efforts to:

(a) Make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) File with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) So long as a Holder owns any Registrable Securities, furnish, unless otherwise available on EDGAR, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

SECTION 2.11 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities granted to the Purchasers by the Partnership under this Article II may be transferred or assigned by any Purchaser to one or more transferee(s) or assignee(s) of such Registrable Securities; provided, however, that (a) unless such transferee is

an Affiliate of such Purchaser, each such transferee or assignee holds Registrable Securities representing at least $10.0 million of the Purchased Units, based on the Purchase Price per Common Unit under the Purchase Agreement, (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee assumes in writing responsibility for its portion of the obligations of such Purchaser under this Agreement.

SECTION 2.12 Limitation on Subsequent Registration Rights. From and after the date hereof, the Partnership shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis that is superior in any way to the piggyback rights granted to the Purchasers hereunder.

## ARTICLE III
## MISCELLANEOUS

SECTION 3.01 Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

(a) if to Purchaser, to the address set forth in Schedule 8.06 to the Purchase Agreement;

(b) if to a transferee of Purchaser, to such Holder at the address provided pursuant to Section 2.10 above; and

(c) if to the Partnership at Two Warren Place, 6120 S. Yale Avenue, Suite 700, Tulsa, Oklahoma 74136 (facsimile: 918-524-8687).

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via Internet electronic mail; and when actually received, if sent by courier service or any other means.

SECTION 3.02 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

SECTION 3.03 Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred or assigned by such Purchaser in accordance with Section 2.11 hereof.

SECTION 3.04 Recapitalization, Exchanges, Etc. Affecting the Common Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

SECTION 3.05 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

SECTION 3.06 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, including facsimile or .pdf counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

SECTION 3.07 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 3.08 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANY OTHER STATE.

SECTION 3.09 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

SECTION 3.10 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. This Agreement and the Purchase Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

SECTION 3.11 Amendment. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then outstanding Registrable Securities; provided, however, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

SECTION 3.12 No Presumption. If any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

SECTION 3.13 Aggregation of Purchased Units. All Purchased Units held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

SECTION 3.14 Interpretation. Article and Section references to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any determination, consent or approval is to be made or given by a Purchaser under this Agreement, such action shall be in such Purchaser' s sole discretion unless otherwise specified.

SECTION 3.15 Independent Nature of Purchaser' s Obligations. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. Nothing contained herein, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

SECTION 3.16 Obligations Limited to Parties to Agreement. Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Purchasers shall have any obligation hereunder and that, notwithstanding that one or more of the Purchasers may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchaser or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise by incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Purchasers under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any transferee or assignee of a Purchaser hereunder.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

ROSE ROCK MIDSTREAM, L.P.

By: Rose Rock Midstream GP, LLC,
its General Partner

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

**CLEARBRIDGE ENERGY MLP OPPORTUNITY FUND INC.**

By: **ClearBridge Investments, LLC,**
as its Discretionary Investment Adviser

By: /s/ Barbara Brooke Manning
Name: Barbara Brooke Manning
Title: Managing Director

**CLEARBRIDGE ENERGY MLP TOTAL RETURN FUND INC.**

By: **ClearBridge Investments, LLC,**
as its Discretionary Investment Adviser

By: /s/ Barbara Brooke Manning
Name: Barbara Brooke Manning
Title: Managing Director

**LEGG MASON PARTNERS CAPITAL & INCOME FUND**

By: **ClearBridge Investments, LLC,**
as its Discretionary Investment Adviser

By: /s/ Barbara Brooke Manning
Name: Barbara Brooke Manning
Title: Managing Director

COHEN & STEERS GLOBAL
INFRASTRUCTURE FUND, INC.

By: /s/ Robert Becker
Name: Robert Becker
Title: Vice President

COHEN & STEERS INFRASTRUCTURE FUND,
INC.

By: /s/ Robert Becker
Name: Robert Becker
Title: Vice President

Signature Page to
Registration Rights Agreement

**THE CUSHING FUND, LP**

By: **Cushing MLP Asset Management, L.P.,**
its General Partner

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**THE CUSHING GP STRATEGIES FUND, LP**

By: **Carbon County Partners I, LP,**
its General Partner

By: **Carbon County GP I, LLC**
its General Partner

By: **Cushing MLP Asset Management, L.P.,**
its Member

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**THE CUSHING MLP TOTAL RETURN FUND**

By: **Cushing MLP Asset Management, L.P.,**
its Investment Advisor

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**THE CUSHING MLP INFRASTRUCTURE FUND**

By: **Cushing MLP Asset Management, L.P.,**
its Investment Advisor

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**SWANK MLP CONVERGENCE FUND, LP**

By: **Cushing MLP Asset Management, L.P.,**
its General Partner

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

Signature Page to
Registration Rights Agreement

**PSERS HARVEST MLP PARTNERS II**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: COO & GC of Harvest Fund Advisors LLC
as Investment Advisor

**IPERS HARVEST FUND ADVISORS LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: COO & GC of Harvest Fund Advisors LLC
as Investment Advisor

**HARVEST MSRA**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: COO & GC of Harvest Fund Advisors LLC
as Investment Advisor

**HARVEST MLP INCOME FUND LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: Managing Member

**HARVEST MLP INCOME FUND III LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: Managing Member

**HARVEST ENERGY FUND LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: Managing Member

**SALIENT MLP FUND, L.P.**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**SALIENT MLP TE FUND, L.P.**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**HEB BRAND SAVINGS AND RETIREMENT PLAN TRUST**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**SALIENT MLP & ENERGY INFRASTRUCTURE FUND**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**SALIENT MLP & ENERGY INFRASTRUCTURE FUND II**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**TORTOISE ENERGY CAPITAL CORPORATION**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE ENERGY INDEPENDENCE FUND, INC**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE ENERGY INFRASTRUCTURE CORPORATION**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE NORTH AMERICAN ENERGY CORPORATION**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE MLP FUND, INC.**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE PIPELINE & ENERGY FUND, INC.**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**Schedule A**

**Purchaser Name; Opt-Out Election**

| Purchaser | Opt Out Election |
|---|---|
| ClearBridge Energy MLP Opportunity Fund Inc.<br>ClearBridge Energy MLP Total Return Fund Inc.<br>Legg Mason Partners Capital and Income Fund Inc. | Opt Out |
| Cohen & Steers Global Infrastructure Fund, Inc.<br>Cohen & Steers Infrastructure Fund, Inc. | Do NOT Opt Out |
| The Cushing GP Strategies Fund LP<br>The Cushing MLP Total Return Fund<br>The Cushing MLP Infrastructure Fund<br>The Cushing Fund LP<br>Swank MLP Convergence Fund LP | Opt Out |
| PA PSERS Harvest MLP Partners II<br>IPERS Harvest Fund Advisors LLC<br>Harvest MSRA<br>Harvest MLP Income Fund LLC<br>Harvest MLP Income Fund III LLC<br>Harvest Energy Fund LLC | Do NOT Opt Out |
| Salient MLP Fund LP<br>Salient MLP TE Fund LP<br>HEB Brand Savings and Retirement Trust<br>Salient MLP & Energy Infrastructure Fund<br>Salient MLP & Energy Infrastructure Fund II | Do NOT Opt Out |
| Tortoise Energy Capital Corporation<br>Tortoise Energy Infrastructure Corporation<br>Tortoise North American Energy Corporation<br>Tortoise MLP Fund, Inc.<br>Tortoise Pipeline & Energy Fund, Inc.<br>Tortoise Energy Independence Fund, Inc. | Opt Out |

**Exhibit 10.1**

# COMMON UNIT
# PURCHASE AGREEMENT

**BY AND AMONG**

**ROSE ROCK MIDSTREAM, L.P.**
**AND**
**THE PURCHASERS NAMED ON SCHEDULE A HERETO**

Schedules and Exhibits

| | | |
|---|---|---|
| Schedule A | – | List of Purchasers and Commitment Amounts |
| Schedule 8.06 | – | Notice and Contact Information |
| Exhibit A | – | Form of Registration Rights Agreement |
| Exhibit B | – | Form of Partnership Officer' s Certificate |
| Exhibit C | – | Form of Purchaser' s Officer' s Certificate |
| Exhibit D | – | Form of Andrews Kurth, LLP Legal Opinion |

**COMMON UNIT PURCHASE AGREEMENT**

COMMON UNIT PURCHASE AGREEMENT, dated as of January 8, 2013 (this "Agreement"), by and among Rose Rock Midstream, L.P., a Delaware limited partnership (the "Partnership"), and each of the Purchasers listed in Schedule A attached hereto (each referred to herein as a "Purchaser" and collectively, the "Purchasers").

WHEREAS, the Partnership desires to issue and sell to the Purchasers, and each Purchaser desires to purchase from the Partnership, certain common units representing limited partnership interests in the Partnership ("Common Units") in accordance with the provisions of this Agreement; and

WHEREAS, the Partnership and the Purchasers will enter into a registration rights agreement (the "Registration Rights Agreement"), substantially in the form attached hereto as Exhibit A, pursuant to which the Partnership will provide the Purchasers with certain registration rights with respect to the Common Units to be issued and sold to the Purchasers pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partnership and each of the Purchasers, severally and not jointly, hereby agree as follows:

## ARTICLE I
## DEFINITIONS

SECTION 1.01 Definitions.

As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"8-K Filing" has the meaning specified in Section 5.04.

"Action" against a Person means any lawsuit, action, proceeding, investigation or complaint before any Governmental Authority, mediator or arbitrator.

"Acquisition" means the acquisition by the Partnership from the Contributing Parties of 33.33% of the outstanding membership interests in SemCrude Pipeline, L.L.C. pursuant to the Acquisition Agreement.

"Acquisition Agreement" means the Contribution Agreement dated as of January 8, 2013, by and among SemGroup Corporation, Rose Rock Midstream Holdings, LLC, the General Partner, the Partnership and the Operating Company in substantially the form provided to the Purchasers.

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control"

(including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Purchase Price" shall mean, with respect to each Purchaser, the dollar amount set forth opposite such Purchaser' s name under the heading "Purchase Price" on Schedule A hereto.

"Agreement" shall have the meaning specified in the introductory paragraph.

"Basic Documents" means, collectively, this Agreement and the Registration Rights Agreement and any amendments, supplements, continuations or modifications thereto.

"Board of Directors" means the board of directors of the General Partner.

"Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which banks located in New York, New York are authorized or obligated to close.

"Class A Units" has the meaning specified for such term in the Acquisition Agreement.

"Closing" shall have the meaning specified in Section 2.02.

"Closing Date" shall have the meaning specified in Section 2.02.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" shall have the meaning specified in the recitals to this Agreement.

"Contributing Parties" has the meaning specified for such term in the Acquisition Agreement.

"Credit Agreement" shall mean the Credit Agreement, dated as of November 10, 2011, by, among others, the Partnership, as the borrower, certain subsidiaries of the borrower, as guarantors, the lenders party thereto and The Royal Bank of Scotland plc, as administrative agent and collateral agent for the lenders, as amended to date.

"Delaware LLC Act" means the Delaware Limited Liability Company Act.

"Delaware LP Act" means the Delaware Revised Uniform Limited Partnership Act.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"GAAP" means generally accepted accounting principles in the United States of America in effect from time to time.

"General Partner" means Rose Rock Midstream GP, LLC, a Delaware limited liability company, the general partner of the Partnership.

"Governmental Authority" shall include the country, state, county, city and political subdivisions in which any Person or such Person' s Property is located or which exercises valid jurisdiction over any such Person or such Person' s Property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authorities that exercise valid jurisdiction over any such Person or such Person' s Property. Unless otherwise specified, all references to Governmental Authority herein shall mean a Governmental Authority having jurisdiction over, where applicable, any of the Partnership Entities or their Properties.

"Incentive Distribution Rights" has the meaning specified for such term in the Partnership Agreement.

"Indemnified Party" shall have the meaning specified in Section 7.03.

"Indemnifying Party" shall have the meaning specified in Section 7.03.

"Law" means any federal, state, local or foreign order, writ, injunction, judgment, settlement, award, decree, statute, law, rule or regulation.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes.

"Lock-Up Date" means 90 days from the Closing Date.

"LTIP" shall have the meaning specified in Section 3.02(d).

"NYSE" shall mean The New York Stock Exchange.

"Operating Company" means Rose Rock Midstream Operating, LLC.

"Outstanding" has the meaning set forth in the Partnership Agreement.

"Partnership" shall have the meaning specified in the introductory paragraph.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 14, 2011, as it may be further amended from time to time.

"Partnership Entities" means the Partnership and its Subsidiaries.

"Partnership Material Adverse Effect" means any material and adverse effect on (i) the financial condition, business, assets or results of operations of the Partnership and its Subsidiaries, taken as a whole or (ii) the ability of the Partnership and, to the extent party thereto,

each of its Subsidiaries to perform their respective obligations under the Basic Documents on a timely basis. Notwithstanding the foregoing, a "Partnership Material Adverse Effect" shall not include any effect resulting or arising from: (a) any change in general economic conditions in the industries or markets in which the Partnership or its Subsidiaries operate that do not have a disproportionate impact on the Partnership and its Subsidiaries, taken as a whole; (b) any engagement in hostilities pursuant to a declaration of war, or the occurrence of any military or terrorist attack; (c) changes in GAAP or other accounting principles or (d) the consummation of the transactions contemplated hereby.

"Partnership Related Parties" shall have the meaning specified in Section 7.02.

"Party" or "Parties" means the Partnership and the Purchasers party to this Agreement, individually or collectively, as the case may be.

"Per Unit Price" means $29.63, as adjusted in accordance with Section 2.01(b) and Section 8.12, as applicable.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Purchased Units" shall mean, with respect to each Purchaser, the number of Common Units equal to quotient determined by dividing (i) the Aggregate Purchase Price set forth opposite such Purchaser' s name under the heading "Purchase Price" on Schedule A hereto by (ii) the Per Unit Price.

"Purchaser" and "Purchasers" shall have the meaning specified in the introductory paragraph.

"Purchaser Material Adverse Effect" means any material and adverse effect on the ability of a Purchaser to perform its obligations under this Agreement and the other Basic Documents to which it is a party on a timely basis.

"Purchaser Related Parties" shall have the meaning specified in Section 7.01.

"Purchasers" shall have the meaning specified in the introductory paragraph.

"Registration Rights Agreement" shall have the meaning specified in the recitals to this Agreement.

"Representatives" of any Person means the Affiliates, control persons, officers, directors, employees, agents, counsel, investment bankers and other representatives of such Person.

"SEC Documents" shall have the meaning specified in Section 3.04.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"SemGroup Credit Agreement" means the Credit Agreement, dated as of June 17, 2011, among SemGroup Corporation, as borrower, certain subsidiaries of the borrower, as guarantors, the lenders party thereto and The Royal Bank of Scotland PLC, as administrative agent and collateral agent for the lenders, as amended to date.

"Subordinated Units" has the meaning specified for such term in the Partnership Agreement.

"Subsidiary" means, as to any Person, any corporation or other entity of which at least a majority of the outstanding equity interest having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation or other entity is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries.

"Unitholders" means the Unitholders of the Partnership (within the meaning of the Partnership Agreement).

"Unrealized Gain" has the meaning set forth in the Partnership Agreement.

SECTION 1.02 Accounting Procedures and Interpretation. Unless otherwise specified in this Agreement, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters under this Agreement shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Purchasers under this Agreement shall be prepared, in accordance with GAAP applied on a consistent basis during the periods involved (except, in the case of unaudited statements, as permitted by Form 10-Q promulgated by the Commission) and in compliance as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto.

## ARTICLE II
## SALE AND PURCHASE

SECTION 2.01 Sale and Purchase.

(a) Subject to the terms and conditions of this Agreement, on the Closing Date, the Partnership hereby agrees to issue and sell to each Purchaser, and each Purchaser hereby agrees, severally and not jointly, to purchase from the Partnership, its respective Purchased Units, and each Purchaser agrees to pay the Partnership the Per Unit Price for each Purchased Unit, subject to Section 2.01(b).

(b) If the Closing Date is after the record date for the distribution to the Partnership' s holders of Common Units with respect to the quarter ending December 31, 2012, the Per Unit Price shall be reduced by an amount equal to such per unit distribution and the number of Purchased Units to be issued to each Purchaser shall be adjusted accordingly and Schedule A shall be updated.

SECTION 2.02 Closing. Subject to the terms and conditions hereof, the consummation of the purchase and sale of the Purchased Units hereunder (the "Closing") shall take place at the offices of Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002 or such other location as mutually agreed to by the parties, and upon the later to occur of (i) the first business day on which the satisfaction or waiver of the conditions set forth in Sections 6.01(a), (b) and (c) has occurred (other than those conditions that are by their terms to be satisfied at the Closing) or (ii) the closing of the Acquisition; *provided,* that if such later event is the closing of the Acquisition, then the Closing shall occur concurrently therewith and; *provided, further,* that the Closing shall not occur prior to January 14, 2013 without the consent of Harvest Fund Advisors LLC (the date of such Closing, the "Closing Date").

SECTION 2.03 Independent Nature of Purchasers' Obligations and Rights. The respective obligations of each Purchaser under the Basic Documents are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Basic Document. The failure or waiver of performance under any Basic Documents by any Purchaser, or on its behalf, does not excuse performance by any other Purchaser. Nothing contained in any Basic Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Basic Documents. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out of the other Basic Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. The failure or waiver of performance by any Purchaser does not excuse performance by any other Purchaser.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The Partnership represents and warrants to the Purchasers as follows:

SECTION 3.01 Existence. The General Partner and each of the Partnership Entities has been duly formed and is validly existing and in good standing under the laws of the State or other jurisdiction of its organization and has the requisite power and authority, and has all governmental licenses, authorizations, consents and approvals necessary, to own, lease, use or operate its Properties and carry on its business as now being conducted, except where the failure to obtain such licenses, authorizations, consents and approvals would not be reasonably likely to have a Partnership Material Adverse Effect. The General Partner and each of the Partnership Entities is duly qualified or licensed and in good standing as a foreign limited partnership or limited liability company, as applicable, and is authorized to do business in each jurisdiction in which the ownership or leasing of its Properties or the character of its operations makes such qualification necessary, except where the failure to obtain such qualification, license, authorization or good standing would not be reasonably likely to have a Partnership Material Adverse Effect.

SECTION 3.02 Capitalization.

(a) The Purchased Units shall have those rights, preferences, privileges and restrictions governing the Common Units as reflected in the Partnership Agreement.

(b) The General Partner is the sole general partner of the Partnership and owns a 2.0% general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns such non-economic management interest free and clear of any Liens, except for such Liens as may be imposed pursuant to the SemGroup Credit Agreement.

(c) As of the date of this Agreement and prior to the sale of the Purchased Units contemplated by this Agreement and the issuance of Common Units and Class A Units pursuant to the Acquisition Agreement, the issued and outstanding limited partner interests of the Partnership consist of 8,389,709 Common Units, 8,389,709 Subordinated Units, and the Incentive Distribution Rights. Pursuant to the Acquisition Agreement, the Partnership will issue 1,500,000 Common Units and 1,250,000 Class A Units to Contributing Parties. All of the outstanding limited partner interests have been duly authorized and validly issued in accordance with applicable Law and the Partnership Agreement and are fully paid (to the extent required under applicable Law and the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(d) Except as have been granted under the Rose Rock Midstream Incentive Plan (the "LTIP"), under the Acquisition Agreement or under the Partnership Agreement, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, securities or ownership interests in the Partnership are outstanding.

(e) The Partnership' s currently outstanding Common Units are quoted on the NYSE, and the Partnership has not received any notice of delisting.

SECTION 3.03 Subsidiaries.

(a) All of the issued and outstanding equity interests of each of the Partnership' s Subsidiaries are owned, directly or indirectly, by the Partnership free and clear of any Liens (except for such restrictions as may exist under applicable Law and except for such Liens as may be imposed pursuant to the Credit Agreement), and all such ownership interests have been duly authorized, validly issued and are fully paid (to the extent required by applicable Law and the organizational documents of such Subsidiaries) and non-assessable (except as nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act and Sections 18-607 and 18-804 of the Delaware LLC Act, as applicable, or the organizational documents of such Subsidiaries).

(b) The Partnership has no Subsidiaries other than Rose Rock Midstream Operating, LLC, Rose Rock Midstream Energy GP, LLC and Rose Rock Midstream Crude, L.P.

SECTION 3.04 SEC Documents. The Partnership has filed with the Commission on a timely basis all forms, registration statements, reports, schedules and statements required to be filed by it under the Exchange Act or the Securities Act since December 14, 2011 (all such documents filed on or prior to the date of this Agreement, collectively, the "SEC Documents"). The SEC Documents, including any audited or unaudited financial statements and any notes thereto or schedules included therein, at the time filed, (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) complied as to form in all material respects with applicable requirements of the Exchange Act and the applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, (iii) were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission) and (iv) fairly present (subject in the case of unaudited statements to normal, recurring and year-end audit adjustments) in all material respects the consolidated financial position of the Partnership as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended. BDO USA, LLP is an independent registered public accounting firm with respect to the Partnership and has not resigned or been dismissed.

SECTION 3.05 Internal Accounting Controls. The Partnership Entities 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 GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management' s general or specific authorization, and (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. The Partnership is not aware of any failures of such internal accounting controls.

SECTION 3.06 Litigation. There are no legal or governmental proceedings pending to which any Partnership Entity is a party or to which any of their Properties is subject that could reasonably be expected to have, individually or in the aggregate, a Partnership Material Adverse Effect or which challenges the validity of any of the Basic Documents or the Acquisition Agreement or the right of the Partnership and the Operating Company to enter into the Basic Documents or the Acquisition Agreement or to consummate the transactions contemplated hereby and thereby and, to the knowledge of the Partnership, no such proceedings are threatened by Governmental Authorities or others.

SECTION 3.07 No Material Adverse Change. Since September 30, 2012, (i) there has not occurred any material adverse change in the condition (financial or other), results of operations, securityholders' equity, Properties or business of the Partnership Entities, taken as a whole, and (ii) to the knowledge of the executive officers of the Partnership, there is no event, liability, development or circumstance that has occurred or exists or is reasonably expected to occur or exist with respect to the Partnership Entities, taken as a whole, in each case, that is reasonably likely, with the passage of time, to result in any material adverse change in the condition (financial or other), results of operations, securityholders' equity, Properties or business of the Partnership Entities, taken as a whole, in each case.

SECTION 3.08 No Conflicts. None of (i) the offering, issuance and sale by the Partnership of the Purchased Units and the application of the proceeds therefrom, (ii) the execution, delivery and performance of the Basic Documents and the Acquisition Agreement by the Partnership and the Operating Company and (iii) the consummation of the transactions contemplated hereby, (a) requires any consent, approval or notice under, or constitutes or will constitute a violation or breach of, the Partnership Agreement or the organizational documents of any of the Partnership' s Subsidiaries, (b) constitutes or will constitute a violation or breach of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default or give rise to any right of termination, cancellation or acceleration) under, any note, bond, mortgage, lease, loan or credit agreement or other instrument, obligation or agreement to which any of the Partnership Entities is a party or by which any of them or any of their respective Properties may be bound, (c) violates or will violate any provision of any Law or any order, judgment or decree of any court or Governmental Authority having jurisdiction over any of the Partnership Entities or their Properties or (d) results or will result in the creation or imposition of any Lien upon any Properties of any of the Partnership Entities, except in the cases of clauses (b), (c) and (d) where such violation, breach, default or Lien, would not, individually or in the aggregate, reasonably be expected to have a Partnership Material Adverse Effect.

SECTION 3.09 Authority. The Partnership has all necessary limited partnership power and authority to execute, deliver and perform its obligations under the Basic Documents and the Acquisition Agreement and to consummate the transactions contemplated thereby; the execution, delivery and performance by the Partnership of the Basic Documents and the Acquisition Agreement and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action on its part; and, assuming the due authorization, execution and delivery by the other parties thereto, the Basic Documents and the Acquisition Agreement will constitute the legal, valid and binding obligations of such Partnership, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar Laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith. No approval from the holders of outstanding Common Units is required under the Partnership Agreement or the rules of the NYSE in connection with the Partnership' s issuance and sale of the Purchased Units to the Purchasers or the Special Units pursuant to the Acquisition Agreement.

SECTION 3.10 Approvals. Except as required by the Commission in connection with the Partnership' s obligations under the Registration Rights Agreement, no authorization, consent, approval, waiver, license, qualification or written exemption from, nor any filing, declaration, qualification or registration with, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by Partnership of the Basic Documents or the issuance and sale of the Purchased Units, except (i) as may be required under the state securities or "Blue Sky" Laws, or (ii) where the failure to receive such authorization, consent, approval, waiver, license, qualification or written exemption or to make such filing, declaration, qualification or registration would not, individually or in the aggregate, reasonably be expected to have a Partnership Material Adverse Effect.

SECTION 3.11 Compliance with Law. None of the Partnership Entities is in violation of any Law applicable to such Partnership Entity, except as would not, individually or in the aggregate, have a Partnership Material Adverse Effect. The Partnership Entities each possess all

certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not, individually or in the aggregate, have a Partnership Material Adverse Effect, and none of the Partnership Entities has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit, except where such potential revocation or modification would not, individually or in the aggregate, have a Partnership Material Adverse Effect.

SECTION 3.12 Valid Issuance. The offer and sale of the Purchased Units and the limited partner interests represented thereby have been duly authorized by the Partnership pursuant to the Partnership Agreement and, when issued and delivered to the Purchasers against payment therefor in accordance with the terms of this Agreement, will be validly issued, fully paid (to the extent required by applicable Law and the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act) and will be free of any and all Liens and restrictions on transfer, other than restrictions on transfer under the Partnership Agreement and under applicable state and federal securities Laws.

SECTION 3.13 No Preemptive Rights; No Registration Rights. The holders of outstanding Common Units are not entitled to statutory, preemptive or other similar contractual rights to subscribe for Common Units. Except as contemplated by this Agreement, the Partnership Agreement, the Acquisition Agreement, the Registration Rights Agreement, there are no contracts, agreements or understandings between the Partnership and any Person granting such Person the right to require the Partnership to file a registration statement under the Securities Act with respect to any securities of the Partnership or to require the Partnership to include such securities in any securities registered or to be registered pursuant to any registration statement filed by or required to be filed by the Partnership under the Securities Act.

SECTION 3.14 MLP Status. The Partnership is properly treated as a partnership for United States federal income tax purposes and has, for each taxable year beginning after December 31, 2010 during which the Partnership was in existence, met the gross income requirements of Section 7704(c)(2) of the Code.

SECTION 3.15 Investment Company Status. The Partnership is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.16 No Registration Required. Assuming the accuracy of the representations and warranties of the Purchasers contained in this Agreement, the sale and issuance of the Purchased Units pursuant to this Agreement is exempt from the registration requirements of the Securities Act, and neither the Partnership nor, to the Partnership' s knowledge, any authorized Representative acting on its behalf has taken or will take any action hereafter that would cause the loss of such exemption.

SECTION 3.17 No Integration. Neither the Partnership nor any of its Affiliates has, directly or indirectly through any agent, made any offers or sales of any security of the Partnership or solicited any offers to buy any security that is or will be integrated with the sale of the Purchased Units in a manner that would require such registration under the Securities Act.

SECTION 3.18 Certain Fees. Other than fees payable to Citigroup Global Markets, Inc. for its service as placement agent, no fees or commissions are or will be payable by the Partnership to brokers, finders or investment bankers with respect to the sale of any of the Purchased Units or the consummation of the transactions contemplated by this Agreement. The Partnership agrees that it will indemnify and hold harmless each Purchaser from and against any and all claims, demands, or liabilities for broker' s, finder' s, placement, or other similar fees or commissions incurred by the Partnership in connection with the sale of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

SECTION 3.19 No Side Agreements. Other than the Basic Documents, there are no other agreements by, among or between the Partnership or its Affiliates, on the one hand, and any of the Purchasers or their Affiliates, on the other hand, with respect to the transactions contemplated hereby nor promises or inducements for future transactions between or among any of such parties.

SECTION 3.20 Form S-3 Eligibility. The Partnership is eligible to register the Purchased Units for resale by the Purchasers on a registration statement on Form S-3 under the Securities Act.

SECTION 3.21 Shell Company Status. The Partnership has never been an issuer identified in, or subject to, Rule 144(i).

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF EACH PURCHASER

Each Purchaser, severally and not jointly, represents and warrants to the Partnership with respect to itself as follows:

SECTION 4.01 Valid Existence. Such Purchaser (i) is duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and (ii) has the requisite power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its Properties and carry on its business as its business is now being conducted, except where the failure to obtain such licenses, authorizations, consents and approvals would not reasonably be expected to have a Purchaser Material Adverse Effect.

SECTION 4.02 No Conflicts. The execution, delivery and performance of the Basic Documents by such Purchaser and the consummation of the transactions contemplated thereby will not (a) require any consent, approval or notice under, or constitute a violation or breach of, the organizational documents of such Purchaser, (b) constitute a violation or breach of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default or give rise to any right of termination, cancellation or acceleration) under, any note, bond, mortgage, lease, loan or credit agreement or other material instrument, obligation or agreement to which such Purchaser is a party or by which such Purchaser or any of its Properties may be bound, (c) violate any provision of any Law or any order, judgment or decree of any court or Governmental Authority having jurisdiction over such Purchaser or its Properties, except in the cases of clauses (b) and (c) where such violation, breach or default, would not, individually or in the aggregate, reasonably be expected to have a Purchaser Material Adverse Effect

SECTION 4.03 Investment. The Purchased Units are being acquired for such Purchaser' s own account, or the accounts of clients for whom such Purchaser exercises discretionary investment authority, not as a nominee or agent, and with no present intention of distributing the Purchased Units or any part thereof, and such Purchaser has no present intention of selling or granting any participation in or otherwise distributing the same in any transaction in violation of the securities Laws of the United States of America or any state, without prejudice, however, to such Purchaser' s right at all times to sell or otherwise dispose of all or any part of the Purchased Units under a registration statement under the Securities Act and applicable state securities laws or under an exemption from such registration available thereunder (including, without limitation, if available, Rule 144 promulgated thereunder). If such Purchaser should in the future decide to dispose of any of the Purchased Units, such Purchaser understands and agrees that it may do so only (i) in compliance with the Securities Act and applicable state securities law, as then in effect, or (ii) in the manner contemplated by any registration statement pursuant to which such securities are being offered.

SECTION 4.04 Nature of Purchaser. Such Purchaser represents and warrants to, and covenants and agrees with, the Partnership that, (a) it is an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act), (b) by reason of its business and financial experience it has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Purchased Units, is able to bear the economic risk of such investment and, at the present time, would be able to afford a complete loss of such investment and (c) it is acquiring the Purchased Units purchased by it only for its own account and not for the account of others, for investment purposes and not on behalf of any other account or Person or with a view to, or for offer or sale in connection with, any distribution thereof. Purchaser is not an entity formed for the specific purpose of acquiring the Purchased Units.

SECTION 4.05 Receipt of Information. Such Purchaser acknowledges that it (a) has access to the SEC Documents and (b) has been provided a reasonable opportunity to ask questions of and receive answers from Representatives of the Partnership regarding such matters.

SECTION 4.06 Restricted Securities. Such Purchaser understands that the Purchased Units it is purchasing are characterized as "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Partnership in a transaction not involving a public offering and that under such Laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, such Purchaser represents that it is knowledgeable with respect to Rule 144 of the Commission promulgated under the Securities Act.

SECTION 4.07 Certain Fees. No fees or commissions will be payable by such Purchaser to brokers, finders, or investment bankers with respect to the sale of any of the Purchased Units or the consummation of the transactions contemplated by this Agreement.

SECTION 4.08 Legend. It is understood that the certificates evidencing the Purchased Units will bear the following legend:

"These securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state or other jurisdiction. These securities may not be sold or offered for sale, pledged or hypothecated except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration thereunder, in each case in accordance with all applicable securities laws of the states or other jurisdictions, and in the case of a transaction exempt from registration, such securities may only be transferred if the transfer agent for such securities has received documentation satisfactory to it that such transaction does not require registration under the Securities Act."

SECTION 4.09 Reliance on Exemptions. Purchaser understands that the Purchased Units are being offered and sold to Purchaser in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Partnership is relying upon the truth and accuracy of, and Purchaser' s compliance with, the representations, warranties, agreements, acknowledgments and understandings of Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of Purchaser to acquire the Purchased Units.

SECTION 4.10 Authority. Such Purchaser has all necessary power and authority to execute, deliver and perform its obligations under the Basic Documents to which such Purchaser is a Party and to consummate the transactions contemplated thereby; the execution, delivery and performance by such Purchaser of the Basic Documents and the consummation of the transactions contemplated thereby, have been duly authorized by all necessary action on its part; and, assuming the due authorization, execution and delivery by the other parties thereto, the Basic Documents to which it is a party constitute the legal, valid and binding obligation of such Purchaser, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar Laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

SECTION 4.11 Trading Activities. Such Purchaser' s trading activities, if any, with respect to Seller' s Common Units will be in compliance with all applicable state and federal securities laws, rules and regulations and the rules and regulations of the NYSE.

SECTION 4.12 No Side Agreements. Other than the Basic Documents, there are no other agreements by, among or between such Purchaser or any of its Affiliates, on the one hand, and the Partnership or any of its Affiliates, on the other hand, with respect to the transactions contemplated hereby.

## ARTICLE V
## COVENANTS

SECTION 5.01 Taking of Necessary Action. Each of the Parties hereto shall use its commercially reasonable efforts promptly to take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable Law and

regulations to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, the Partnership and each Purchaser shall use its commercially reasonable efforts to make all filings and obtain all consents of Governmental Authorities that may be necessary or, in the reasonable opinion of the Purchasers or the Partnership, as the case may be, advisable for the consummation of the transactions contemplated by the Basic Documents.

SECTION 5.02 Expenses. The Partnership hereby agrees to reimburse the Purchasers, upon demand, for up to an aggregate amount of $75,000 in reasonable fees and expenses of Baker Botts L.L.P. incurred in connection with (i) the negotiation and execution of the Basic Documents, (ii) the issue, sale and delivery of the Purchased Units, (iii) review of the Acquisition Agreement and (iv) the listing of the Purchased Units for quotation on the NYSE. Any legal fees of Baker Botts L.L.P. in excess of $75,000 shall be paid pro rata by all the Purchasers in proportion to the aggregate number of Purchased Units purchased by each.

SECTION 5.03 Return of Proceeds. The Partnership shall use all of the collective proceeds from the sale of the Purchased Units to partially fund the Acquisition. If the transactions contemplated by the Acquisition Agreement are not closed concurrently with the Closing or within two Business Days thereafter or if any of the conditions set forth in Section 6.01 have not been satisfied and a Purchaser paid its Purchase Price in advance of the Closing, the Partnership shall return the Purchase Price paid to the Partnership to the applicable Purchasers within two Business Days of receipt thereof and the transfer agent shall thereafter cancel the Purchased Units.

SECTION 5.04 Disclosure; Public Filings. The Partnership may, without prior written consent or notice, (i) file the Basic Documents as exhibits to Exchange Act reports and (ii) disclose such information with respect to any Purchaser as required by applicable Law or the rules or regulations of the NYSE or other exchange on which securities of the Partnership are listed or traded. The Partnership shall, on or before the fourth Business Day following the date hereof, file a Current Report on Form 8-K with the Commission (the "8-K Filing") describing the terms of the transactions contemplated by the Basic Documents and the Acquisition Agreement and including as exhibits to such 8-K Filing, the Basic Documents and the Acquisition Agreement in the form required by the Exchange Act.

SECTION 5.05 NYSE Listing Application. The Partnership shall, not later than immediately prior to the Closing, file a supplemental listing application with the NYSE to list the Purchased Units.

SECTION 5.06 Purchaser Lock-Up. Without the prior written consent of the Partnership, each Purchaser agrees that from and after the Closing until the Lock-Up Date, neither such Purchaser nor any of its Affiliates will offer, sell, pledge or otherwise transfer or dispose of any of its Purchased Units or enter into any transaction or device designed to do the same; *provided, however,* that each Purchaser may transfer its Purchased Units to an Affiliate of such Purchaser or to any other Purchaser or an Affiliate of such other Purchaser provided that such Affiliate agrees to the restrictions in this Section 5.06.

SECTION 5.07 Subsequent Offerings. Without the written consent of the holders of a majority of the Purchased Units, taken as a whole, from and after the date of this Agreement until the Lock-Up Date, the Partnership shall not grant, issue or sell any Common Units, or take any other action that may result in the issuance of any of the foregoing; provided, however, that no such consent shall be required in respect of (i) the issuance of Common Units upon the exercise of options to purchase Common Units granted pursuant to the LTIP or the issuance of Common Units upon the vesting of phantom or restricted units granted pursuant to the LTIP, (ii) the issuance of 1,500,000 Common Units to the Contributing Parties to partially finance the Acquisition or (iii) the issuance of Common Units to the General Partner or its Affiliates to finance future acquisitions.

SECTION 5.08 Certain Special Allocations of Book and Taxable Income. To the extent that the Per Unit Price differs from the Per Unit Capital Amount (as defined in the Partnership Agreement) as of the Closing Date for a then Outstanding Common Unit after taking into account the issuance of the Purchased Units, the General Partner intends to specially allocate Partnership items of book and taxable income, gain, loss or deduction to the Purchasers so that the Per Unit Capital Amount with respect to their Purchased Units are equal to the Per Unit Capital Amounts with respect to other Common Units (and thus to assure fungibility of all Common Units). Such special allocations will occur upon the earlier to occur of any taxable period of the Partnership ending upon, or after, (a) an event described in Section 5.5(d) of the Partnership Agreement or a sale of all or substantially all of the assets of the Partnership occurring after the date of the issuance of the Purchased Units, or (b) the transfer of the Purchased Units to a Person that is not an Affiliate of the Purchaser, in which case, such allocation shall be made only with respect to the Purchased Units so transferred. To the maximum extent permissible under the Partnership Agreement or under applicable law, including under the Treasury Regulations issued under Section 704(b) of the Code, the special allocations resulting from clause (a) will be made through allocations of Unrealized Gain.

## ARTICLE VI
## CLOSING CONDITIONS

SECTION 6.01 Conditions to the Closing.

(a) Mutual Conditions. The respective obligation of each Party to consummate the purchase and issuance and sale of the Purchased Units shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by a particular Party on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(i) no Law shall have been enacted or promulgated, and no action shall have been taken, by any Governmental Authority of competent jurisdiction which temporarily, preliminarily or permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal;

(ii) there shall not be pending any Action by any Governmental Authority seeking to restrain, preclude, enjoin or prohibit the transactions contemplated by this Agreement; and

(iii) the Purchased Units shall have been approved for listing on the NYSE, subject to notice of issuance.

(b) Each Purchaser' s Conditions. The respective obligation of each Purchaser to consummate the purchase of its Purchased Units shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by a particular Purchaser on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(i) the Partnership shall have performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by the Partnership on or prior to the Closing Date;

(ii) the representations and warranties of the Partnership contained in this Agreement that are qualified by materiality or Partnership Material Adverse Effect shall be true and correct when made and as of the Closing Date and all other representations and warranties of the Partnership shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date (except that representations made as of a specific date shall be required to be true and correct as of such date only);

(iii) the NYSE shall have authorized, upon official notice of issuance, the listing of the Purchased Units and no notice of delisting from the NYSE shall have been received by the Partnership with respect to the Common Units;

(iv) the Partnership shall have (or shall have concurrently with Closing) closed the Acquisition on substantially the terms set forth in the Acquisition Agreement provided to the Purchasers with only such modifications or waivers as the General Partner determines do not materially adversely affect the Purchasers (including in their capacity as unitholders following the Closing), but expressly without any waiver of the condition that the representation contained in Section 3.9 (No Adverse Changes) of the Acquisition Agreement be true and correct on and as of the Closing Date; and

(v) the Partnership shall have delivered, or caused to be delivered, to the Purchasers at the Closing, the Partnership' s closing deliveries described in Section 6.02.

(c) The Partnership' s Conditions. The obligation of the Partnership to consummate the sale of the Purchased Units to each of the Purchasers shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions with respect to each Purchaser individually and not the Purchasers jointly (any or all of which may be waived by the Partnership in writing, in whole or in part, to the extent permitted by applicable Law):

(i) each Purchaser shall have performed and complied with the covenants and agreements contained in this Agreement that are required to be performed and complied with by that Purchaser on or prior to the Closing Date;

(ii) the representations and warranties of each Purchaser contained in this Agreement that are qualified by materiality or Purchaser Material Adverse Effect shall be true and correct when made and as of the Closing Date and all other representations and warranties of such Purchaser shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date (except that representations made as of a specific date shall be required to be true and correct as of such date only); and

(iii) each Purchaser shall have delivered, or caused to be delivered, to the Partnership at the Closing, such Purchaser' s closing deliveries described in Section 6.03.

SECTION 6.02 Partnership Deliveries. At the Closing, subject to the terms and conditions of this Agreement, the Partnership will deliver, or cause to be delivered, to each Purchaser:

(a) Evidence of issuance of a certificate evidencing the Purchased Units or the Purchased Units credited to book-entry accounts maintained by the transfer agent, as the case may be, bearing the legend or restrictive notation set forth in Section 4.8, and meeting the requirements of the Partnership Agreement, free and clear of any Liens, other than transfer restrictions under the Partnership Agreement and applicable federal and state securities laws;

(b) A certificate of the Secretary of State of Delaware, dated a recent date, to the effect that each of the General Partner and the Partnership is in good standing;

(c) An Officer' s Certificate substantially in the form attached to this Agreement as Exhibit B;

(d) An opinion addressed to the Purchasers from Andrews Kurth LLP, outside legal counsel to the Partnership dated the Closing Date, substantially similar in substance to the form of opinions attached to this Agreement as Exhibit D;

(e) The Registration Rights Agreement in substantially the form attached to this Agreement as Exhibit A, which shall have been duly executed by the Partnership; and

(f) A certificate of the Secretary or Assistant Secretary of the General Partner, on behalf of the Partnership, certifying as to (i) the Partnership Agreement, (ii) board resolutions authorizing the execution and delivery of the Basic Documents and the consummation of the transactions contemplated thereby and (iii) the incumbent officers authorized to execute the Basic Documents, setting forth the name and title and bearing the signatures of such officers.

SECTION 6.03 Purchaser Deliveries. At the Closing, subject to the terms and conditions of this Agreement, each Purchaser will deliver, or cause to be delivered:

(a) Payment to the Partnership of such Purchaser' s Allocated Purchase Amount by wire transfer(s) of immediately available funds to the account designated, as of the date hereof, by Partnership;

(b) The Registration Rights Agreement in substantially the form attached to this Agreement as Exhibit A, which shall have been duly executed by such Purchaser;

(c) An Officer' s Certificate substantially in the form attached to this Agreement as Exhibit C; and

(d) A completed Internal Revenue Service Form W-9.

## ARTICLE VII
## INDEMNIFICATION, COSTS AND EXPENSES

SECTION 7.01 Indemnification by the Partnership. The Partnership agrees to indemnify each Purchaser and its Representatives (collectively, "Purchaser Related Parties") (a) from costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, and (b) hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands, and causes of action as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of the Partnership contained herein, and in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them, provided that such claim for indemnification relating to a breach of the representations or warranties is made prior to the expiration of such representations or warranties to the extent applicable; and provided further, that no Purchaser Related Party shall be entitled to recover special, consequential or punitive damages under this Section 7.01. Notwithstanding anything to the contrary, consequential damages shall not be deemed to include diminution in value of the Purchased Units, which is specifically included in damages covered by Purchaser Related Parties' indemnification.

SECTION 7.02 Indemnification by Purchasers. Each Purchaser agrees, severally and not jointly, to indemnify the Partnership, the General Partner and their respective Representatives (collectively, "Partnership Related Parties") from, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation, or inquiries), demands and causes of action and, in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the

representations, warranties or covenants of such Purchaser contained herein; provided, that such claim for indemnification relating to a breach of a representation or warranty is made prior to the expiration of such representation or warranty; and provided further, that no Partnership Related Party shall be entitled to recover special, consequential (including lost profits) or punitive damages.

SECTION 7.03 Indemnification Procedure. Promptly after any Partnership Related Party or Purchaser Related Party (hereinafter, the "Indemnified Party") has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third party, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the commencement of such action, suit or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party' s possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; provided, however, that the Indemnified Party shall be entitled (i) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (ii) if (A) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (B) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from those available to the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, involves no admission of wrongdoing or malfeasance by, and includes a complete release from liability of, the Indemnified Party.

## ARTICLE VIII
## MISCELLANEOUS

SECTION 8.01 Interpretation. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever a party has an obligation under the Basic Documents, the expense of complying with such obligation shall be an expense of such party unless otherwise specified therein. Whenever any determination, consent or approval is to be made or given by a Purchaser under the Basic Documents, such action shall be in such Purchaser' s sole discretion unless otherwise specified therein. If any provision in the Basic Documents is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and the Basic Documents shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of the Basic Documents, and the remaining provisions shall remain in full force and effect. The Basic Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

SECTION 8.02 Survival of Provisions. The representations and warranties set forth in Sections 3.01, 3.02, 3.09, 3.12, 3.16, 3.18, 4.01, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09 and 4.10 of this Agreement shall survive the execution and delivery of this Agreement indefinitely, and the other representations and warranties set forth in this Agreement shall survive for a period of 12 months following the Closing Date regardless of any investigation made by or on behalf of the Partnership or any Purchaser. The covenants made in this Agreement or any other Basic Document shall survive the closing of the transactions described herein and remain operative and in full force and effect regardless of acceptance of any of the Purchased Units and payment therefor and repayment, conversion or repurchase thereof. All indemnification obligations of the Partnership and the Purchasers pursuant to this Agreement shall remain operative and in full force and effect unless such obligations are expressly terminated in a writing by the Parties, regardless of any purported general termination of this Agreement.

SECTION 8.03 No Waiver; Modifications in Writing.

(a) Delay. No failure or delay on the part of any Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a Party at Law or in equity or otherwise.

(b) Specific Waiver; Amendment. Except as otherwise provided herein, no amendment, waiver, consent, modification or termination of any provision of this Agreement or any other Basic Document shall be effective unless signed by each of Parties or each of the original signatories thereto affected by such amendment, waiver, consent, modification or termination. Any amendment, supplement or modification of or to any provision of any Basic Document, any waiver of any provision of any Basic

Document and any consent to any departure by the Partnership from the terms of any provision of any Basic Document shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on the Partnership in any case shall entitle the Partnership to any other or further notice or demand in similar or other circumstances.

SECTION 8.04 Binding Effect; Assignment.

(a) Binding Effect. This Agreement shall be binding upon the Partnership, each Purchaser and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the Parties to this Agreement and as provided in Article VII, and their respective successors and permitted assigns.

(b) Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred by such Purchaser to any Affiliate of such Purchaser without the consent of the Partnership by delivery of an agreement to be bound and a revised Schedule A. No portion of the rights and obligations of any Purchaser under this Agreement may be transferred by such Purchaser to a non-Affiliate without the written consent of the Partnership (which consent shall not be unreasonably withheld by the Partnership).

SECTION 8.05 [Reserved]

SECTION 8.06 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery, electronic mail or personal delivery to the following addresses:

(a) If to any Purchaser:

To the respective address listed on Schedule 8.06 hereof with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
98 San Jacinto Boulevard
Suite 1500
Austin, Texas 78701
Attention: Laura L. Tyson
Facsimile: 512-322-8377
Email: laura.tyson@bakerbotts.com

(b) If to the Partnership:

Two Warren Place
6120 S. Yale Avenue, Suite 700
Tulsa, OK 74136

Attention: Candice L. Cheeseman
Facsimile: 918-524-8687
Email: ccheeseman@semgroupcorp.com

With a copy to (which shall not constitute notice):

Andrews Kurth LLP
1350 I Street, NW, Suite 1100
Washington, DC 20005
Attention: Bill Cooper
Facsimile: 202-662-3044
Email: bcooper@andrewskurth.com

or to such other address as the Partnership or such Purchaser may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; at the time of transmittal, if sent via electronic mail; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if sent via facsimile; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

SECTION 8.07 Removal of Legend. In connection with a sale of the Purchased Units by a Purchaser in reliance on Rule 144, the applicable Purchaser or its broker shall deliver to the transfer agent and the Partnership a customary broker representation letter providing to the transfer agent and the Partnership any information the Partnership deems reasonably necessary to determine that the sale of the Purchased Units is made in compliance with Rule 144, including, as may be appropriate, a certification that the Purchaser is not an Affiliate of the Partnership and regarding the length of time the Purchased Units have been held. Upon receipt of such representation letter, the Partnership shall promptly direct its transfer agent to remove the notation of a restrictive legend in such Purchaser' s certificates evidencing the Purchased Units or the book-entry account maintained by the transfer agent, including the legend referred to in Section 4.08, and the Partnership shall bear all costs associated therewith. After a registration statement under the Securities Act permitting the public resale of the Purchased Units has become effective or any Purchaser or its permitted assigns have held the Purchased Units for one year, if the book-entry account of such Purchased Units still bears the notation of the restrictive legend referred to in Section 4.08, the Partnership agrees, upon request of the Purchaser or permitted assignee, to take all steps necessary to promptly effect the removal of the legend described in Section 4.08 from the Purchased Units, and the Partnership shall bear all costs associated therewith, regardless of whether the request is made in connection with a sale or otherwise, so long as such Purchaser or its permitted assigns provide to the Partnership any information the Partnership deems reasonably necessary to determine that the legend is no longer required under the Securities Act or applicable state laws, including (if there is no such registration statement) a certification that the holder is not an Affiliate of the Partnership and regarding the length of time the Purchased Units have been held.

SECTION 8.08 Entire Agreement. This Agreement and the other Basic Documents are intended by the Parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the Parties hereto and thereto in

respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein, with respect to the rights granted by the Partnership or a Purchaser set forth herein and therein. This Agreement and the other Basic Documents supersede all prior agreements and understandings between the Parties with respect to such subject matter. The Schedules and Exhibits referred to herein and attached hereto are incorporated herein by this reference, and unless the context expressly requires otherwise, are incorporated in the definition of "Agreement."

SECTION 8.09 Governing Law. This Agreement will be construed in accordance with and governed by the Laws of the State of New York without regard to principles of conflicts of Laws thereof that would apply the laws of any other state.

SECTION 8.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, including facsimile or .pdf format counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

SECTION 8.11 Termination.

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time at or prior to the Closing by the mutual written consent of the Purchasers entitled to purchase a majority of the Purchased Units and the Partnership.

(b) Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time at or prior to the Closing by the written consent of the Purchasers entitled to purchase a majority of the Purchased Units upon a breach in any material respect by the Partnership of any covenant or agreement set forth in this Agreement.

(c) Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate at any time at or prior to the Closing:

(i) if a statute, rule, order, decree or regulation shall have been enacted or promulgated, or if any action shall have been taken by any Governmental Authority of competent jurisdiction which permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal; or

(ii) if the Closing shall not have occurred on or before January 25, 2013.

(d) In the event of the termination of this Agreement as provided in Sections 8.11(a) or 8.11(b), this Agreement shall forthwith become null and void. In the event of such termination, there shall be no liability on the part of any party hereto, except (i) as set forth in Article VII of this Agreement and (ii) with respect to the requirement to comply with any confidentiality agreement in favor of the Partnership; *provided,* that nothing herein shall relieve any party from any liability or obligation with respect to any willful breach of this Agreement.

SECTION 8.12 Recapitalization, Exchanges, Etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all equity interests of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Purchased Units, and shall be appropriately adjusted for combinations, unit splits, recapitalizations and the like occurring after the date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

ROSE ROCK MIDSTREAM, L.P.

By: Rose Rock Midstream GP, LLC, its
General Partner

By: /s/ Norman J. Szydlowski
Name: Norman J. Szydlowski
Title: President and Chief Executive Officer

Signature Page to
Common Unit Purchase Agreement

**CLEARBRIDGE ENERGY MLP OPPORTUNITY FUND INC.**

By: **ClearBridge Investments, LLC,**
as its Discretionary Investment Adviser

By: /s/ Barbara Brooke Manning
Name: Barbara Brooke Manning
Title: Managing Director

**CLEARBRIDGE ENERGY MLP TOTAL RETURN FUND INC.**

By: **ClearBridge Investments, LLC,**
as its Discretionary Investment Adviser

By: /s/ Barbara Brooke Manning
Name: Barbara Brooke Manning
Title: Managing Director

**LEGG MASON PARTNERS CAPITAL & INCOME FUND**

By: **ClearBridge Investments, LLC,**
as its Discretionary Investment Adviser

By: /s/ Barbara Brooke Manning
Name: Barbara Brooke Manning
Title: Managing Director

COHEN & STEERS GLOBAL
INFRASTRUCTURE FUND, INC.

By: /s/ Robert Becker
Name: Robert Becker
Title: Vice President

COHEN & STEERS INFRASTRUCTURE FUND, INC.

By: /s/ Robert Becker
Name: Robert Becker
Title: Vice President

Signature Page to
Common Unit Purchase Agreement

**THE CUSHING FUND, LP**

By: **Cushing MLP Asset Management, L.P.,**
its General Partner

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**THE CUSHING GP STRATEGIES FUND, LP**

By: **Carbon County Partners I, LP,**
its General Partner

By: **Carbon County GP I, LLC**
its General Partner

By: **Cushing MLP Asset Management, L.P.,**
its Member

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**THE CUSHING MLP TOTAL RETURN FUND**

By: **Cushing MLP Asset Management, L.P.,**
its Investment Advisor

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**THE CUSHING MLP INFRASTRUCTURE FUND**

By: **Cushing MLP Asset Management, L.P.,**
its Investment Advisor

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**SWANK MLP CONVERGENCE FUND, LP**

By: **Cushing MLP Asset Management, L.P.,**
its General Partner

By: **Swank Capital, LLC**
its General Partner

By: /s/ Jerry V. Swank
Jerry V. Swank
Managing Member

**PSERS HARVEST MLP PARTNERS II**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: COO & GC of Harvest Fund Advisors LLC
as Investment Advisor

**IPERS HARVEST FUND ADVISORS LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: COO & GC of Harvest Fund Advisors LLC
as Investment Advisor

**HARVEST MSRA**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: COO & GC of Harvest Fund Advisors LLC
as Investment Advisor

**HARVEST MLP INCOME FUND LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: Managing Member

**HARVEST MLP INCOME FUND III LLC**

By: /s/ Anthony Merhige
Name: Anthony Merhige
Title: Managing Member

**HARVEST ENERGY FUND LLC**

By: /s/ Anthony Merhige

Name: Anthony Merhige

Title: Managing Member

Signature Page to
Common Unit Purchase Agreement

**SALIENT MLP FUND, L.P.**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**SALIENT MLP TE FUND, L.P.**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**HEB BRAND SAVINGS AND RETIREMENT PLAN TRUST**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**SALIENT MLP & ENERGY INFRASTRUCTURE FUND**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**SALIENT MLP & ENERGY INFRASTRUCTURE FUND II**

By: **Salient Capital Advisors, LLC**

By: /s/ Gregory A. Reid
Name: Gregory A. Reid
Title: Managing Director

**TORTOISE ENERGY CAPITAL CORPORATION**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE ENERGY INDEPENDENCE FUND, INC**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE ENERGY INFRASTRUCTURE CORPORATION**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE NORTH AMERICAN ENERGY CORPORATION**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE MLP FUND, INC.**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

**TORTOISE PIPELINE & ENERGY FUND, INC.**

By: /s/ Terry Matlack
Terry Matlack
Chief Executive Officer

## Schedule A

| Purchaser | Common Units | Purchase Price |
|---|---|---|
| ClearBridge Energy MLP Opportunity Fund Inc. | 207,559 | $6,149,973.17 |
| ClearBridge Energy MLP Total Return Fund Inc. | 207,559 | $6,149,973.17 |
| Legg Mason Partners Capital and Income Fund Inc. | 91,126 | $2,700,063.38 |
| Cohen & Steers Global Infrastructure Fund, Inc. | 6,400 | $189,632.00 |
| Cohen & Steers Infrastructure Fund, Inc. | 120,161 | $3,560,370.43 |
| The Cushing GP Strategies Fund LP | 29,700 | $880,011.00 |
| The Cushing MLP Total Return Fund | 36,247 | $1,073,998.61 |
| The Cushing MLP Infrastructure Fund | 10,294 | $305,011.22 |
| The Cushing Fund LP | 4,927 | $145,987.01 |
| Swank MLP Convergence Fund LP | 3,206 | $94,993.78 |
| PA PSERS Harvest MLP Partners II | 220,382 | $6,529,918.66 |
| IPERS Harvest Fund Advisors LLC | 90,953 | $2,694,937.39 |
| Harvest MSRA | 57,368 | $1,699,813.84 |
| Harvest MLP Income Fund LLC | 36,347 | $1,076,961.61 |
| Harvest MLP Income Fund III LLC | 8,185 | $242,521.55 |
| Harvest Energy Fund LLC | 8,803 | $260,832.89 |
| Salient MLP Fund LP | 152,800 | $4,527,464.00 |
| Salient MLP TE Fund LP | 37,800 | $1,120,014.00 |
| HEB Brand Savings and Retirement Trust | 29,200 | $865,196.00 |
| Salient MLP & Energy Infrastructure Fund | 136,300 | $4,038,569.00 |
| Salient MLP & Energy Infrastructure Fund II | 65,938 | $1,953,742.94 |
| Tortoise Energy Infrastructure Corporation | 146,157 | $4,330,631.91 |
| Tortoise Energy Capital Corporation | 75,312 | $2,231,494.56 |
| Tortoise North American Energy Corporation | 19,042 | $564,214.46 |
| Tortoise MLP Fund, Inc. | 137,031 | $4,060,228.53 |
| Tortoise Pipeline & Energy Fund, Inc. | 28,714 | $850,795.82 |
| Tortoise Energy Independence Fund, Inc. | 32,489 | $962,649.07 |
| | 2,000,000 | $59,260,000.00 |

**EXHIBIT A**

**REGISTRATION RIGHTS AGREEMENT**

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of [ ], 2013, by and among Rose Rock Midstream, L.P., a Delaware limited partnership (the "Partnership"), and the Purchasers set forth on Schedule A to this Agreement (each, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, this Agreement is made in connection with the Closing of the issuance and sale of the Purchased Units pursuant to the Common Unit Purchase Agreement, dated as of January 8, 2013 by and among the Partnership and the Purchasers (the "Purchase Agreement");

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Purchasers pursuant to the Purchase Agreement; and

WHEREAS, it is a condition to the obligations of each Purchaser and the Partnership under the Purchase Agreement that this Agreement be executed and delivered.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

## ARTICLE I
## DEFINITIONS

SECTION 1.01 Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Purchase Agreement. The terms set forth below are used herein as so defined:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning specified therefor in the introductory paragraph.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" means the Common Units of the Partnership representing limited partner interests therein.

"Effectiveness Period" has the meaning specified therefor in Section 2.01(a) of this Agreement.

"General Partner" means Rose Rock Midstream GP, LLC, a Delaware limited partnership, the general partner of the Partnership.

"Holder" means the record holder of any Registrable Securities.

"Included Registrable Securities" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Liquidated Damages" has the meaning specified therefor in Section 2.01(b) of this Agreement.

"Liquidated Damages Multiplier" means the product of the Per Unit Price times the number of Common Units purchased by such Purchaser that may not be disposed of without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act.

"Losses" has the meaning specified therefor in Section 2.08(a) of this Agreement.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book-running lead manager of such Underwritten Offering.

"NYSE" means The New York Stock Exchange, Inc.

"Opt Out Notice" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Other Holders" has the meaning specified therefor in Section 2.02(b) of this Agreement.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Purchase Agreement" has the meaning specified therefor in the Recitals of this Agreement.

"Purchaser" and "Purchasers" have the meanings specified therefor in the introductory paragraph of this Agreement.

"Registrable Securities" means: (i) the Common Units comprising the Purchased Units and (ii) any Common Units issued as Liquidated Damages pursuant to Section 2.01 of this Agreement, if any, all of which Registrable Securities are subject to the rights provided herein until such rights terminate pursuant to the provisions hereof.

"Registration Expenses" has the meaning specified therefor in Section 2.07(b) of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.07(b) of this Agreement.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Underwritten Offering" means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

SECTION 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security when (a) a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in force) under the Securities Act; (c) such Registrable Security is held by the Partnership or one of its subsidiaries or Affiliates; (d) such Registrable Security has been sold or disposed of in a private transaction in which the transferor' s rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.11 hereof; or (e) such Registrable Security becomes eligible for resale without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act, assuming the Holder of such Registrable Security is not an affiliate (as defined in Rule 144(a)(1)) of the Partnership.

## ARTICLE II
## REGISTRATION RIGHTS

SECTION 2.01 Registration.

(a) Effectiveness Deadline. No later than 30 days following the Closing Date, the Partnership shall prepare and file a registration statement under the Securities Act to permit the public resale of Registrable Securities then outstanding from time to time as permitted by Rule 415 of the Securities Act with respect to all of the Registrable Securities (the "Registration Statement"). The Registration Statement filed pursuant to this Section 2.01(a) shall be on such appropriate registration form of the Commission as shall be selected by the Partnership so long as it permits the continuous offering of the Registrable Securities pursuant to Rule 415 of the Securities Act or such other rule as is then applicable at the then prevailing market prices. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement to become effective on or as soon as practicable after the Closing Date. Any Registration Statement shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders of any and all Registrable Securities covered by such Registration Statement. The Partnership shall use its commercially reasonable efforts to cause the Registration Statement filed pursuant to this Section 2.01(a) to be effective, supplemented and amended to the extent necessary to ensure that it is available for the resale of all Registrable Securities by the Holders until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities (the "Effectiveness Period"). The Registration Statement when effective (including the documents incorporated therein by reference) will comply as to form in all material

respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that the Registration Statement becomes effective, but in any event within two (2) Business Days of such date, the Partnership shall provide the Holders with written notice of the effectiveness of the Registration Statement.

(b) Failure To Go Effective. If the Registration Statement required by Section 2.01(a) is not declared effective within 90 days after Closing, then each Purchaser shall be entitled to a payment (with respect to the Purchased Units of each such Purchaser), as liquidated damages and not as a penalty, of 0.25% of the Liquidated Damages Multiplier per 30-day period, which shall accrue daily, for the first 60 days following the 90th day, increasing by an additional 0.25% of the Liquidated Damages Multiplier per 30-day period, which shall accrue daily, for each subsequent 60 days (i.e., 0.5% for 61-120 days, 0.75% for 121-180 days and 1.0% thereafter), up to a maximum of 1.00% of the Liquidated Damages Multiplier per 30-day period (the "Liquidated Damages"). The Liquidated Damages payable pursuant to the immediately preceding sentence shall be payable within ten Business Days after the end of each such 30-day period. Any Liquidated Damages shall be paid to each Purchaser in immediately available funds; *provided, however,* if the Partnership certifies that it is unable to pay Liquidated Damages in cash because such payment would result in a breach under a credit facility or other debt instrument filed as exhibits to the SEC Documents, then the Partnership shall pay such Liquidated Damages using as much cash as permitted without breaching any such credit facility or other debt instrument and shall pay the balance of any such Liquidated Damages in kind in the form of the issuance of additional Common Units. Upon any issuance of Common Units as Liquidated Damages, the Partnership shall promptly (i) prepare and file an amendment to the Registration Statement prior to its effectiveness adding such Common Units to such Registration Statement as additional Registrable Securities and (ii) prepare and file a supplemental listing application with the NYSE (or such other market on which the Registrable Securities are then listed and traded) to list such additional Common Units. The determination of the number of Common Units to be issued as Liquidated Damages shall be equal to the amount of Liquidated Damages divided by the volume weighted average price of the Common Units on the NYSE for the ten trading days immediately preceding the date on which the Liquidated Damages payment is due. The accrual of Liquidated Damages to a Holder shall cease at the earlier of (i) the Registration Statement becoming effective or (ii) when such Holder no longer holds Registrable Securities, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases. If the Partnership is unable to cause a Registration Statement to go effective within 90 days after the Closing Date as a result of an acquisition, merger, reorganization, disposition or other similar transaction, then the Partnership may request a waiver of the Liquidated Damages, and each Holder may individually grant or withhold its consent to such request in its discretion.

(c) Termination of Purchaser' s Rights. A Purchaser' s rights (and any transferee' s rights pursuant to Section 2.11) under this Section 2.01 shall terminate upon the termination of the Effectiveness Period.

SECTION 2.02 Piggyback Rights.

(a) Participation. If the Partnership proposes to file (i) a shelf registration statement other than the Registration Statement contemplated by Section 2.01(a), (ii) a prospectus supplement to an effective shelf registration statement, other than the Registration Statement contemplated by Section 2.01(a) of this Agreement and Holders may be included without the filing of a post-effective amendment thereto, or (iii) a registration statement, other than a shelf registration statement, in each case, for the sale of Common Units in an Underwritten Offering for its own account and/or another Person, then as soon as practicable following the engagement of counsel by the Partnership to prepare the documents to be used in connection with an Underwritten Offering, the Partnership shall give notice (including, but not limited to, notification by electronic mail) of such proposed Underwritten Offering to each Holder (together with its Affiliates) holding at least $10.0 million of the then-outstanding Registrable Securities (based on the Purchase Price per Common Unit under the Purchase Agreement) and such notice shall offer such Holders the opportunity to include in such Underwritten Offering such number of Registrable Securities (the "Included Registrable Securities") as each such Holder may request in writing; *provided, however,* that if the Partnership has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of the Holders will have an adverse effect on the price, timing or distribution of the Common Units in the Underwritten Offering, then (A) if no Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, the Partnership shall not be required to offer such opportunity to the Holders or (B) if any Registrable Securities can be included in the Underwritten Offering in the opinion of the Managing Underwriter, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.02(b). Any notice required to be provided in this Section 2.02(a) to Holders shall be provided on a Business Day pursuant to Section 3.01 hereof. Each such Holder shall then have two (2) Business Days (or one (1) Business Day in connection with any overnight or bought Underwritten Offering) after notice has been delivered to request in writing the inclusion of Registrable Securities in the Underwritten Offering. If no written request for inclusion from a Holder is received within the specified time, each such Holder shall have no further right to participate in such Underwritten Offering. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Partnership shall determine for any reason not to undertake or to delay such Underwritten Offering, the Partnership may, at its election, give written notice of such determination to the Selling Holders and, (x) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (y) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right

to withdraw such Selling Holder' s request for inclusion of such Selling Holder' s Registrable Securities in such Underwritten Offering by giving written notice to the Partnership of such withdrawal at or prior to the time of pricing of such Underwritten Offering. Any Holder may deliver written notice (an "Opt-Out Notice") to the Partnership requesting that such Holder not receive notice from the Partnership of any proposed Underwritten Offering; *provided, however,* that such Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), the Partnership shall not be required to deliver any notice to such Holder pursuant to this Section 2.02(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by the Partnership pursuant to this Section 2.02(a). The Holders indicated on Schedule A hereto as having opted out shall each be deemed to have delivered an Opt-Out Notice as of the date hereof.

(b) Priority. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering of Common Units included in an Underwritten Offering involving Included Registrable Securities advises the Partnership that the total amount of Common Units that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have an adverse effect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Common Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advises the Partnership can be sold without having such adverse effect, with such number to be allocated (i) first, to the Partnership and (ii) second, pro rata among the Selling Holders who have requested participation in such Underwritten Offering and any other holder of securities of the Partnership having rights of registration that are neither expressly senior nor subordinated to the Registrable Securities (the "Parity Securities"). The pro rata allocations for each Selling Holder who has requested participation in such Underwritten Offering shall be the product of (a) the aggregate number of Registrable Securities proposed to be sold in such Underwritten Offering multiplied by (b) the fraction derived by dividing (x) the number of Registrable Securities owned on the Closing Date by such Selling Holder by (y) the aggregate number of Registrable Securities owned on the Closing Date by all Selling Holders plus the aggregate number of Parity Securities owned on the Closing Date by all holders of Parity Securities that are participating in the Underwritten Offering.

(c) Termination of Piggyback Registration Rights. Each Holder' s rights under Section 2.02 shall terminate upon such Holder (together with its Affiliates) ceasing to hold at least $10.0 million of Registrable Securities (based on the Purchase Price per Common Unit under the Purchase Agreement).

SECTION 2.03 Delay Rights.

(a) Delay Rights. Notwithstanding anything to the contrary contained herein, the Partnership may, upon written notice to any Selling Holder whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement, suspend such Selling Holder' s use of any prospectus which is a part of the Registration Statement or other registration statement contemplated

by this Agreement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Registration Statement or other registration statement contemplated by this Agreement) if (i) the Partnership is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the Partnership determines in good faith that the Partnership' s ability to pursue or consummate such a transaction would be materially adversely affected by any required disclosure of such transaction in the Registration Statement or other registration statement contemplated by this Agreement or (ii) the Partnership has experienced some other material non-public event, the disclosure of which at such time, in the good faith judgment of the Partnership, would materially adversely affect the Partnership; *provided, however,* in no event shall the Purchasers be suspended for a period that exceeds an aggregate of 60 days in any 180-day period or 105 days in any 365-day period, in each case, exclusive of days covered by any lock-up agreement executed by a Purchaser in connection with any Underwritten Offering. Upon disclosure of such information or the termination of the condition described above, the Partnership shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

(b) Additional Rights to Liquidated Damages. If (i) the Holders shall be prohibited from selling their Registrable Securities under the Registration Statement as a result of a suspension pursuant to Section 2.01(e) of this Agreement in excess of the periods permitted therein or (ii) the Registration Statement is filed and declared effective but, during the Effectiveness Period, shall thereafter cease to be effective or fail to be usable for its intended purpose without being succeeded by a post-effective amendment to the Registration Statement, a supplement to the prospectus or a report filed with the Commission pursuant to Sections 13(a), 13(c), 14 or l5(d) of the Exchange Act, then, until the suspension is lifted or a post-effective amendment, supplement or report is filed with the Commission, but not including any day on which a suspension is lifted or such amendment, supplement or report is filed and declared effective, if applicable, the Partnership shall owe the Holders an amount equal to the Liquidated Damages, following (x) the date on which the suspension period exceeded the permitted period under Section 2.01(e) of this Agreement or (y) the day after the Registration Statement ceased to be effective or failed to be useable for its intended purposes, as liquidated damages and not as a penalty. For purposes of this paragraph, a suspension shall be deemed lifted on the date that notice that the suspension has been terminated is delivered to the Selling Holders. Liquidated Damages shall cease to accrue pursuant to this paragraph upon the Purchased Units of such Holder becoming eligible for resale without restriction and without the need for current public information under any section of Rule 144 (or any similar provision then in effect) under the Securities Act, assuming that each Holder is not an Affiliate of the Partnership, and any payment of Liquidated Damages shall be prorated for any period of less than 30 days in which the payment of Liquidated Damages ceases.

SECTION 2.04 Underwritten Offerings.

(a) General Procedures. In connection with any Underwritten Offering under this Agreement, the Partnership shall be entitled to select the Managing Underwriter or Underwriters. In connection with an Underwritten Offering contemplated by this Agreement in which a Selling Holder participates, each Selling Holder and the Partnership shall be obligated to enter into an underwriting agreement that contains such representations, covenants, indemnities and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. Each Selling Holder may, at its option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Partnership to and for the benefit of such underwriters also be made to and for such Selling Holder' s benefit and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement also be conditions precedent to its obligations. No Selling Holder shall be required to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by Law. If any Selling Holder disapproves of the terms of an underwriting, such Selling Holder may elect to withdraw therefrom by notice to the Partnership and the Managing Underwriter; *provided, however,* that such withdrawal must be made up to and including the time of pricing of such Underwritten Offering. No such withdrawal or abandonment shall affect the Partnership' s obligation to pay Registration Expenses. The Partnership' s management may but shall not be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering.

(b) No Demand Rights. Notwithstanding any other provision of this Agreement, no Holder shall be entitled to any "demand" rights or similar rights that would require the Partnership to effect an Underwritten Offering solely on behalf of the Holders.

SECTION 2.05 Sale Procedures. In connection with its obligations under this Article II, the Partnership will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Registration Statement;

(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering from the Registration Statement and the Managing Underwriter at any time shall notify the Partnership in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such

prospectus supplement is of material importance to the success of the Underwritten Offering of such Registrable Securities, the Partnership shall use its commercially reasonable efforts to include such information in such prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing the Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Registration Statement or such other registration statement or supplement or amendment thereto, and (ii) such number of copies of the Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; provided, however, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the filing of the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any other registration statement contemplated by this Agreement or any post-effective amendment thereto, when the same has become effective; and (ii) any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement thereto;

(f) immediately notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements

therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which such statement is made); (ii) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Partnership agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish upon request, (i) an opinion of counsel for the Partnership, and a letter of like kind dated the date of the closing under the underwriting agreement, and (ii) a "cold comfort" letter, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the underwriting agreement, in each case, signed by the independent public accountants who have certified the Partnership' s financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "cold comfort" letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement included therein) as have been customarily covered in opinions of issuer' s counsel and in accountants' letters delivered to the underwriters in Underwritten Offerings of securities by the Partnership and such other matters as such underwriters and Selling Holders may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders access to such information and Partnership personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; provided, that the Partnership need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Partnership;

(k) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Partnership are then listed;

(l) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Partnership to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities; and

(o) if requested by a Selling Holder, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment.

The Partnership will not name a Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act in any Registration Statement without such Holder' s consent. If the staff of the Commission requires the Partnership to name any Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act, and such Holder does not consent thereto, then such Holder' s Registrable Securities shall not be included on the Registration Statement, such Holder shall no longer be entitled to receive Liquidated Damages under this Agreement with respect thereto and the Partnership shall have no further obligations hereunder with respect to Registrable Securities held by such Holder.

Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in subsection (f) of this Section 2.05, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder' s receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.05 or until it is advised in writing by the Partnership that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Partnership, such Selling Holder will, or will request the managing underwriter or

underwriters, if any, to deliver to the Partnership (at the Partnership' s expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder' s possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

SECTION 2.06 Cooperation by Holders. The Partnership shall have no obligation to include in the Registration Statement, or in an Underwritten Offering pursuant to Section 2.02(a) or Section 2.03(a), Common Units of a Selling Holder who has failed to timely furnish such information that the Partnership determines, after consultation with counsel, is reasonably required in order for the registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

SECTION 2.07 Restrictions on Public Sale by Holders of Registrable Securities. Each Holder of Registrable Securities agrees to enter into a customary letter agreement with underwriters providing such Holder will not effect any public sale or distribution of Registrable Securities during the 60 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to the pricing of any Underwritten Offering, provided that (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Partnership or the officers, directors or any other Affiliate of the Partnership on whom a restriction is imposed and (ii) the restrictions set forth in this Section 2.07 shall not apply to any Registrable Securities that are included in such Underwritten Offering by such Holder. In addition, this Section 2.07 shall not apply to any Holder that is not entitled to participate in such Underwritten Offering, whether because such Holder delivered an Opt-Out Notice prior to receiving notice of the Underwritten Offering or because such Holder holds less than $10.0 million of the then-outstanding Registrable Securities.

SECTION 2.08 Expenses.

(a) Expenses. The Partnership will pay all reasonable Registration Expenses as determined in good faith, including, in the case of an Underwritten Offering, whether or not any sale is made pursuant to such Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.09 hereof, the Partnership shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means all expenses incident to the Partnership' s performance under or compliance with this Agreement to effect the registration of Registrable Securities on the Registration Statement pursuant to Section 2.01 or an Underwritten Offering covered under this Agreement, and the disposition of such securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws (other than fees and expenses of counsel to the Managing Underwriter in connection with an Underwritten Offering), fees of the FINRA, fees of transfer agents and registrars, all word processing, duplicating and printing expenses, any transfer taxes and the fees and disbursements of counsel and

independent public accountants for the Partnership, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions or similar fees or arrangements allocable to the sale of the Registrable Securities.

SECTION 2.09 Indemnification.

(a) By the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents, and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the "Selling Holder Indemnified Persons", against any losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances in which such statement is made) contained in the Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or 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 case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; provided, however, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the Registration Statement or such other registration statement contemplated by this Agreement, or any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Partnership, the General Partner, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for

inclusion in the Registration Statement or any other registration statement contemplated by this Agreements, or any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto; provided, however, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.08. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.08 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against it with respect to which it is entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, the indemnified party.

(d) Contribution. If the indemnification provided for in this Section 2.08 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such indemnified party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; provided, however, that in no event shall such Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds

(net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the indemnified party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification. The provisions of this Section 2.08 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

SECTION 2.10 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Partnership agrees to use its commercially reasonable efforts to:

(a) Make and keep public information regarding the Partnership available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) File with the Commission in a timely manner all reports and other documents required of the Partnership under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) So long as a Holder owns any Registrable Securities, furnish, unless otherwise available on EDGAR, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

SECTION 2.11 Transfer or Assignment of Registration Rights. The rights to cause the Partnership to register Registrable Securities granted to the Purchasers by the Partnership under this Article II may be transferred or assigned by any Purchaser to one or more transferee(s) or assignee(s) of such Registrable Securities; provided, however, that (a) unless such transferee is an Affiliate of such Purchaser, each such transferee or assignee holds Registrable Securities

representing at least $10.0 million of the Purchased Units, based on the Purchase Price per Common Unit under the Purchase Agreement, (b) the Partnership is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee assumes in writing responsibility for its portion of the obligations of such Purchaser under this Agreement.

SECTION 2.12 Limitation on Subsequent Registration Rights. From and after the date hereof, the Partnership shall not, without the prior written consent of the Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis that is superior in any way to the piggyback rights granted to the Purchasers hereunder.

## ARTICLE III
## MISCELLANEOUS

SECTION 3.01 Communications. All notices and other communications provided for or permitted hereunder shall be made in writing by facsimile, electronic mail, courier service or personal delivery:

(a) if to Purchaser, to the address set forth in Schedule 8.06 to the Purchase Agreement;

(b) if to a transferee of Purchaser, to such Holder at the address provided pursuant to Section 2.10 above; and

(c) if to the Partnership at Two Warren Place, 6120 S. Yale Avenue, Suite 700, Tulsa, Oklahoma 74136 (facsimile: [ ]).

All such notices and communications shall be deemed to have been received at the time delivered by hand, if personally delivered; when receipt acknowledged, if sent via facsimile or sent via Internet electronic mail; and when actually received, if sent by courier service or any other means.

SECTION 3.02 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

SECTION 3.03 Assignment of Rights. All or any portion of the rights and obligations of any Purchaser under this Agreement may be transferred or assigned by such Purchaser in accordance with Section 2.11 hereof.

SECTION 3.04 Recapitalization, Exchanges, Etc. Affecting the Common Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Partnership or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

SECTION 3.05 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

SECTION 3.06 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, including facsimile or .pdf counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

SECTION 3.07 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 3.08 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANY OTHER STATE.

SECTION 3.09 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

SECTION 3.10 Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Partnership set forth herein. This Agreement and the Purchase Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

SECTION 3.11 Amendment. This Agreement may be amended only by means of a written amendment signed by the Partnership and the Holders of a majority of the then outstanding Registrable Securities; provided, however, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

SECTION 3.12 No Presumption. If any claim is made by a party relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

SECTION 3.13 Aggregation of Purchased Units. All Purchased Units held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

SECTION 3.14 Interpretation. Article and Section references to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any determination, consent or approval is to be made or given by a Purchaser under this Agreement, such action shall be in such Purchaser' s sole discretion unless otherwise specified.

SECTION 3.15 Independent Nature of Purchaser' s Obligations. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. Nothing contained herein, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

SECTION 3.16 Obligations Limited to Parties to Agreement. Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Purchasers shall have any obligation hereunder and that, notwithstanding that one or more of the Purchasers may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchaser or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise by incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Purchasers or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Purchasers under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any transferee or assignee of a Purchaser hereunder.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, effective as of the date first above written.

ROSE ROCK MIDSTREAM, L.P.

By: Rose Rock Midstream GP, LLC, its
General Partner

By: _____

Name:

Title:

[PURCHASERS]

**EXHIBIT B**

**ROSE ROCK MIDSTREAM GP, LLC**

**Officer' s Certificate**

[−], 2013

Pursuant to Section 6.02(b) of the Common Unit Purchase Agreement by and among Rose Rock Midstream, L.P., a Delaware limited partnership (the "Partnership"), and each of the Purchasers party thereto, dated as of January 8, 2013 (the "Agreement"), the undersigned, being the President and Chief Executive Officer of Rose Rock Midstream GP, LLC, a Delaware limited liability company, acting in its capacity as the general partner of Partnership, hereby certifies as follows:

1. The Partnership has performed and complied with the covenants and agreements contained in the Agreement that are required to be performed and complied with by the Partnership on or prior to the Closing Date.

2. The representations and warranties of the Partnership contained in the Agreement that are qualified by materiality or Partnership Material Adverse Effect were true and correct when made and are true and correct on the date hereof, and all other representations and warranties were true and correct in all material respects when made and are true and correct as of the date hereof, in each case as though made at and as of the date hereof (other than those which expressly relate to a different date, in which case, they are correct in all material respects as of such date).

3. The Partnership has (or shall concurrently with Closing) closed the Acquisition on substantially the terms set forth in the Acquisition Agreement provided to the Purchasers.

4. Andrews Kurth LLP is entitled to rely on this certificate in connection with the legal opinions that they are rendering on the date hereof.

Any capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement).

[*Signature page follows*]

The undersigned has executed this Officer' s Certificate as of the date first written above.

Norman J. Szydlowski
President and Chief Executive Officer
Rose Rock Midstream GP, LLC

**EXHIBIT C**

**PURCHASER**

**Officer' s Certificate**

[−], 2013

Pursuant to Sections 6.03(c) of the Common Unit Purchase Agreement by and among Rose Rock Midstream, L.P. and each of the Purchasers party thereto, dated as of January 8, 2013 (the "Agreement"), the undersigned, being the President, Chief Executive Officer or other authorized officer of the Purchaser set forth on the signature page hereto, hereby certifies in his or her capacity as such, solely with respect to such Purchaser as follows:

1. The Purchaser has performed and complied with the covenants and agreements contained in the Agreement that are required to be performed and complied with by the Purchaser on or prior to the Closing Date.

2. The representations and warranties of the Purchaser contained in the Agreement that are qualified by materiality or Purchaser Material Adverse Effect were true and correct when made and are true and correct as of the date hereof and all other representations and warranties were true and correct in all material respects when made and are true and correct as of the date hereof, in each case as though made at and as of the date hereof (other than those which expressly relate to a different date, in which case, they are correct in all material respects as of such date).

Any capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement

The undersigned has executed this Officer' s Certificate as of the date first written above.

**EXHIBIT D**

**EXHIBIT D**

**Form of Opinion of Andrews Kurth LLP**

Capitalized terms used but not defined herein have the meaning assigned to such terms in the Common Unit Purchase Agreement, dated as of January 8, 2013 (the "Purchase Agreement").

(a) The Partnership is validly existing in good standing as a limited partnership under the Delaware Limited Partnership Act, is duly registered or qualified to do business and is in good standing as a foreign limited partnership under the laws of the jurisdictions set forth opposite its name on Annex A.

(b) The Purchased Units, and the limited partner interests represented thereby, have been duly authorized by the Partnership pursuant to the Partnership Agreement and, when issued and delivered to the Purchasers against payment therefor in accordance with the terms of the Purchase Agreement, will be validly issued, fully paid (to the extent required by applicable law and the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(c) None of the offering, issuance and sale by the Partnership of the Purchased Units or the execution and delivery by the Partnership of, and performance by the Partnership of its obligations under, the Basic Documents (A) constitutes or will constitute a violation of the Partnership' s certificate of limited partnership or the Partnership Agreement, (B) constitutes or will constitute a breach or violation of, or a default under (or an event that, with notice or lapse of time or both, would constitute such a default), any Applicable Agreement[1], or (C) results or will result in any material violation of the Delaware LP Act, the Delaware LLC Act, the applicable laws of the State of New York or applicable laws of the United States of America.

(d) Each of the Basic Documents has been duly authorized and has been validly executed and delivered on behalf of the Partnership, and each of the Basic Documents constitutes a valid and binding obligation of the Partnership, enforceable against the Partnership in accordance with its terms under the applicable laws of the State of New York.

(e) Except as required by the Commission in connection with the Partnership' s obligations under the Registration Rights Agreement, no Governmental Approval is required in connection with the execution and delivery by the Partnership of, or the performance by the Partnership of its obligations under, the Basic Documents, except those that have been obtained or may be required under the federal securities laws or state securities or "Blue Sky" laws, as to which we do not express any opinion. As used in this paragraph, "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, recording or registration with, any executive, legislative, judicial, administrative or regulatory bodies of

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[1] Agmts. filed as exhibits to Rose Rock' s 2011 10K and 2012 10Qs

the State of Delaware, the State of New York or the United States of America, pursuant to (i) the Delaware LP Act, (ii) the Delaware LLC Act, (iii) the applicable laws of the State of New York or (iv) applicable laws of the United States of America.

(f) The Partnership is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(g) Assuming the accuracy of the representations and warranties of the Partnership and each Purchaser contained in the Purchase Agreement, the issuance and sale of the Purchased Units pursuant to the Purchase Agreement is exempt from registration requirements of the Securities Act of 1933, as amended.

Such opinion shall not address any laws other than (i) the Delaware LP Act, (ii) the Delaware LLC Act, (iii) for purposes of paragraphs (c), (d) and (e) only, the applicable laws of the State of New York, (iv) applicable laws of the United States of America and (v) certain other specified laws of the United States of America to the extent referred to specifically herein. References to "applicable laws" mean those laws that, in our experience, are normally applicable to transactions of the type contemplated by the Purchase Agreement, without our having made any special investigation as to the applicability of any specific law, rule or regulation, and that are not the subject of a specific opinion herein referring expressly to a particular law or laws; *provided however*, that such references do not include any municipal or other local laws, rules or regulations, or any antifraud, environmental, labor, securities, tax, insurance or antitrust laws, rules or regulations.

**Exhibit 99.1**

**Rose Rock Midstream Agrees to Acquire Interest in White Cliffs Pipeline From SemGroup Corporation**

*Acquisition Will Provide Immediate Accretion*

Company Release - 01/09/2013 08:40

TULSA, Okla., Jan. 9, 2013 (GLOBE NEWSWIRE) − Rose Rock Midstream, L.P. (NYSE:RRMS) and SemGroup® Corporation (NYSE:SEMG) (SemGroup) announced today that Rose Rock Midstream has agreed to acquire a 33.3 percent interest in SemCrude Pipeline, L.L.C., which owns 51 percent of the White Cliffs Pipeline, from SemGroup for $273.9 million. Following the acquisition, Rose Rock Midstream will effectively own 17 percent of White Cliffs Pipeline.

The White Cliffs Pipeline is a 527-mile common carrier, crude oil pipeline system that originates in Colorado and terminates in Cushing, Oklahoma. It has a current capacity of 70,000 barrels per day and has announced an expansion project for an additional 80,000 barrels per day resulting in total capacity of 150,000 barrels per day. This expansion is expected to be completed in the first half of 2014.

“We are excited to announce our first drop down transaction for Rose Rock Midstream, which will be immediately accretive to the partnership’ s common unit holders,” said Norm Szydlowski, president and CEO of Rose Rock Midstream. “This acquisition supports our strategic plan and is complementary to our existing crude-based business. The White Cliffs Pipeline is a very strategic asset and the only pipeline that directly transports crude oil from the DJ Basin to Cushing, OK.”

The acquisition, which is expected to close by January 14, 2013, will be immediately accretive to distributable cash flow on a per unit basis and will be funded with approximately:

- $130.3 million of cash borrowings under Rose Rock Midstream’ s revolving credit facility,
- $59.3 million of equity from the private placement of common units,
- $44.4 million of equity from the issuance of common units to SemGroup, and
- $37.0 million of equity from the issuance of Class A units to SemGroup. The Class A units will not receive any distributions, but are convertible into common units on a one-for-one basis once the White Cliffs Pipeline achieves an average monthly volume of 125,000 barrels per day.

SemGroup will maintain its two percent general partner interest in Rose Rock Midstream.

In connection with the transaction, Rose Rock Midstream exercised the accordion on its revolving credit agreement which increased the total borrowing capacity from $150 million to $385 million.

The terms of the acquisition were approved by the Conflicts Committee of the Board of Directors of Rose Rock Midstream’ s general partner. The Conflicts Committee engaged Evercore Partners to act as its independent financial advisor and to render a fairness opinion, and Akin Gump Strauss Hauer & Feld, LLP to act as its legal advisor. LCT Capital, LLC and Citi acted as financial advisors to SemGroup on the transaction.

**2013 Adjusted EBITDA and Capex Guidance**

Rose Rock Midstream expects 2013 Adjusted EBITDA of $56 million to $60 million; capital expenditures of $60 million, including $4 million for maintenance; and a target distribution growth rate of 10 to 15 percent year-over-year.

**About Rose Rock Midstream**

Rose Rock Midstream, L.P. (NYSE:RRMS) is a growth-oriented Delaware limited partnership formed by SemGroup® Corporation (NYSE:SEMG) to own, operate, develop and acquire a diversified portfolio of midstream energy assets. Rose Rock Midstream provides

crude oil gathering, transportation, storage and marketing services. Headquartered in Tulsa, OK, Rose Rock Midstream has operations in six states with the majority of its assets strategically located in or connected to the Cushing, Oklahoma crude oil marketing hub.

The Rose Rock Midstream logo is available at **http://www.globenewswire.com/newsroom/prs/?pkgid=14817**

**About SemGroup**

Based in Tulsa, OK, SemGroup® Corporation (NYSE:SEMG) is a publicly traded midstream service company providing the energy industry the means to move products from the wellhead to the wholesale marketplace. SemGroup provides diversified services for end-users and consumers of crude oil, natural gas, natural gas liquids, refined products and asphalt. Services include purchasing, selling, processing, transporting, terminalling and storing energy.

**Non-GAAP Financial Measures**

This Press Release and the accompanying schedules include the non-GAAP financial measure of Adjusted EBITDA, which may be used periodically by management when discussing our financial results with investors and analysts. The accompanying schedule of this Press Release provides a reconciliation of this non-GAAP financial measure to its most directly comparable financial measures calculated and presented in accordance with generally accepted accounting principles in the United States of America (GAAP). Adjusted EBITDA is presented as management believes it provides additional information and metric relative to the performance of our business.

Net income is the GAAP measure most directly comparable to Adjusted EBITDA. Our non-GAAP financial measure should not be considered as an alternative to the most directly comparable GAAP financial measure. This non-GAAP financial measure has important limitations as an analytical tool because it excludes some, but not all, items that affect the most directly comparable GAAP financial measure. You should not consider Adjusted EBITDA in isolation or as a substitute for analysis of our results as reported under GAAP. Because Adjusted EBITDA may be defined differently by other companies in our industry, our definitions of this non-GAAP financial measure may not be comparable to a similarly titled measure of other companies, thereby diminishing its utility.

Management compensates for the limitation of Adjusted EBITDA as an analytical tool by reviewing the comparable GAAP measure, understanding the differences between Adjusted EBITDA, on the one hand, and net income (loss), on the other hand, and incorporating this knowledge into its decision-making processes. We believe that investors benefit from having access to the same financial measures that our management uses in evaluating our operating results.

**Forward-Looking Statements**

Certain matters contained in this Press Release include “forward-looking statements.” All statements, other than statements of historical fact, included in this Press Release including the timing of the closing of the acquisition, accretion expectations as a result of the acquisition, the prospects of our industry, our anticipated financial performance, including distributable cash flow, management’ s plans and objectives for future operations, business prospects, market conditions and other matters, 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, delays in the closing of the acquisition, the failure to satisfy conditions to closing of the acquisition of the private placement, insufficient cash from operations following the establishment of cash reserves and payment of fees and expenses to pay the minimum quarterly distribution; any sustained reduction in demand for crude oil in markets served by our midstream assets; our ability to obtain new sources of supply of crude oil; competition from other midstream energy companies; our ability to comply with the covenants contained in and maintain certain financial ratios required by our credit facility; our ability to access credit markets; our ability to renew or replace expiring storage contracts; the loss of or a material nonpayment or nonperformance by any of our key customers; the overall forward market for crude oil; the possibility that our hedging activities may result in losses or may have a negative impact on our financial results; hazards or operating risks incidental to the gathering, transporting or storing of crude oil; our failure to comply with new or existing environmental laws or regulations; the possibility that the construction of the expansion of the White Cliffs Pipeline, as well as the construction or acquisition of new assets may not result in the corresponding anticipated revenue increases; as well as other risk factors discussed from time to time in each of our documents and reports filed with the SEC.

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.

**2013 Adjusted EBITDA Guidance**

(in millions, unaudited)

| | Guidance | |
|---|---|---|
| | **Low** | **High** |
| Net income | $26.5 | $32.0 |
| Add: Interest expense | 12.3 | 11.3 |
| Add: Depreciation and amortization | 13.5 | 13.0 |
| EBITDA | $52.3 | $56.3 |
| Selected items impacting comparability | 3.7 | 3.7 |
| Adjusted EBITDA | $56.0 | $60.0 |

| **Selected Items Impacting Comparability** | |
|---|---|
| Remove equity earnings | (14.6) |
| Include cash distributions | 17.8 |
| Restricted stock expense | 0.5 |
| Selected items impacting comparability | $3.7 |

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Source: Rose Rock Midstream