

---

---

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

---

**FORM 8-K**

---

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported) November 18, 2011**

---

**SEMGROUP CORPORATION**

**(Exact Name of Registrant as Specified in Its Charter)**

---

**Delaware**  
**(State or Other Jurisdiction  
of Incorporation)**

**1-34736**  
**(Commission  
File Number)**

**20-3533152**  
**(IRS Employer  
Identification No.)**

**Two Warren Place**  
**6120 S. Yale Avenue, Suite 700**  
**Tulsa, OK 74136-4216**  
**(Address of Principal Executive Offices) (Zip Code)**

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

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

---

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

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

---

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

(e) As previously reported, on June 2, 2010, SemGroup Corporation (“SemGroup”) entered into a severance agreement with each of the following named executive officers of SemGroup: Robert N. Fitzgerald, Senior Vice President and Chief Financial Officer; Candice L. Cheeseman, General Counsel; and Timothy R. O’Sullivan, Vice President, Corporate Planning and Strategic Initiatives (each individually, a “Severance Agreement,” and collectively, the “Severance Agreements”). Each Severance Agreement was for a term ending on June 2, 2012. For a description of the Severance Agreements, see SemGroup’s proxy statement for the 2011 Annual Meeting under the caption “Executive Compensation—Potential Payments Upon Termination or Change in Control—Severance Agreements.” A form of the Severance Agreements was filed as Exhibit 10.13 to SemGroup’s Amendment No. 2 to Form 10 filed with the Securities and Exchange Commission on July 23, 2010.

On November 18, 2011, SemGroup entered into an amendment to each of the Severance Agreements for the sole purpose of extending the term of each Severance Agreement from a term ending on June 2, 2012, to a term ending on June 1, 2014 (the “Amendments”). A form of the Amendments is attached hereto as Exhibit 10. The foregoing description of the Amendments is qualified in its entirety by reference to such exhibit.

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

(d) *Exhibits.*

The following exhibit is filed herewith.

<u>Exhibit No.</u>	<u>Description</u>
10	Form of Amendment to Severance Agreement.

---

**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.

Date: November 23, 2011

SEMGROUP CORPORATION

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

---

**EXHIBIT INDEX**

The following exhibit is filed herewith.

<u>Exhibit No.</u>	<u>Description</u>
10	Form of Amendment to Severance Agreement.

**AMENDMENT TO SEVERANCE AGREEMENT**

This Amendment (this “ **Amendment** ”) to that certain Severance Agreement (the “ **Agreement** ”) dated \_\_\_\_\_, 20\_\_\_\_, by and between SemGroup Corporation, a Delaware corporation (with any successor, the “ **Company** ”), and \_\_\_\_\_ (the “ **Participant** ”) is adopted and approved by the Company to be effective as of November 18, 2011.

**RECITAL:**

WHEREAS, the Company desires to amend the Agreement to extend the expiration date for an additional two year period;

NOW THEREFORE, the Company hereby amends the Agreement as follows:

1. Definitions . All capitalized terms used in this Amendment shall have the meanings assigned thereto in the Agreement unless otherwise defined herein.

2. Authority to Amend . This Amendment is adopted and approved by the Company with the consent of the Participant pursuant to Section 7.6 of the Agreement.

3. Amendment to Section 1.6 of Agreement . Section 1.6 of the Agreement shall be amended and restated in its entirety to read as follows:

1.6 “ Agreement Term ” means the period commencing on the Agreement Date and ending on June 1, 2014. Notwithstanding anything herein to the contrary, with respect to a Post-Change Period, the Agreement Term shall end at the end of the Severance Period (as defined in Section 2.1(c)) if applicable, or if there is no such Severance Period, the earliest of the following: (a) the second anniversary of the Change Date, or (b) the Termination Date; provided that: (i) the obligations, if any, of SemGroup to make payments under this Agreement due to a Separation from Service which occurred during the Agreement Term shall continue beyond the Agreement Term until all such obligations are fully satisfied, and (ii) the obligations of Executive under this Agreement shall continue beyond the Agreement Term until all such obligations are fully satisfied. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate upon the occurrence of a Disqualifying Disaggregation pursuant to Section 1.21.

4. Continuation of Agreement . Except as specifically stated herein, this Amendment does not change the terms and conditions of the Agreement which remain in full force and effect.

IN WITNESS WHEREOF, Executive and a duly authorized representative of SemGroup Corporation have executed this Amendment to be effective as of the date first written above.

**[EXECUTIVE]**

---

**S E M G R O U P C O R P O R A T I O N**, acting on  
behalf of itself and its Subsidiaries and  
Affiliates

By: \_\_\_\_\_  
Norman J. Szydlowski  
President and CEO