
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): **February 24, 2016**

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

(c) Appointment of Vice President, Chief Accounting Officer, and Controller

As previously reported, Paul F. Largess, age 65, advised that he intended to retire as vice president, chief accounting officer, and controller of SemGroup Corporation (the “Company”) and Rose Rock Midstream GP, LLC (the “General Partner”) on March 15, 2016. The Company is the corporate parent of the General Partner and the General Partner is the general partner of Rose Rock Midstream, L.P. (“Partnership”). On February 25, 2016, the Board of Directors of the Company appointed Thomas D. Sell, age 50, as vice president, chief accounting officer, and controller of the Company effective March 15, 2016. The Board of Directors of the General Partner, also appointed Mr. Sell to serve as vice president, chief accounting officer, and controller of the General Partner effective March 15, 2016.

From 1996 to 2016, Mr. Sell served in a variety of finance, accounting, and financial reporting roles for The Williams Companies, Inc. (“Williams”), an owner and operator of energy infrastructure in North America. Most recently, he served as staff vice president, enterprise accounting for Williams since 2013, as vice president of finance & accounting, midstream from 2008 to 2013, and as assistant controller from 2005 to 2008. From 1996 until its acquisition by Williams in 1998, Mr. Sell served as director, financial reporting for Mapco, Inc. From 1987 to 1996 he served in various staff and management audit roles for Deloitte & Touche.

Mr. Sell will receive a one-time award of 4,814 restricted shares of Class A Common Stock of the Company vesting on February 15, 2019, subject to the terms of the SemGroup Corporation Equity Incentive Plan (“Plan”) and a restricted stock award agreement. He will earn a base salary of \$265,000 per year and will receive a hiring bonus of \$100,000. If Mr. Sell voluntarily terminates his employment within one year from his first date of employment, he will be required to repay a pro-rated portion of the hiring bonus. He will also be eligible to participate in (a) the Company’s short-term incentive bonus program beginning with the period ending December 31, 2016, pursuant to which he will be eligible to receive annual bonuses and (b) long-term equity incentive programs of the Company and the General Partner. Mr. Sell will be eligible to enter into a form of severance agreement for senior management. The terms of the severance agreement are described in the Company’s proxy statement for its 2015 annual meeting of stockholders (the “2015 Proxy Statement”) under the caption “Executive Compensation – Potential Payments Upon Termination or Change in Control – Severance Agreements.” The 2015 Proxy Statement is available at <http://www.sec.gov> and on the Company’s website under the heading “Investors – SEC Filings.”

(e) Amendment to Severance Agreements

As previously reported, the Company has entered into a severance agreement, as amended, with each of the following named executive officers of the Company: Robert N. Fitzgerald, chief financial officer; Candice L. Cheeseman, general counsel; Timothy R. Sullivan, vice president, corporate planning and strategic initiatives; and Peter L. Schwiering, vice president (each individually, a “Severance Agreement,” and collectively, the “Severance Agreements”). See the 2015 Proxy Statement for a description of the terms of the Severance Agreements.

On February 24, 2016, the Company entered into a Third Amendment to each of the Severance Agreements to extend the term of each Severance Agreement from a term ending on June 1, 2016 to a term ending on June 1, 2018 (the “Third Amendments”). A form of the Third Amendments is filed as Exhibit 10 to this Current Report on Form 8-K and incorporated into this Item 5.02(e) by reference.

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 Third Amendments 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.

SEMGROUP CORPORATION

Date: February 29, 2016

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

EXHIBIT INDEX

The following exhibit is filed herewith.

Exhibit No.

Description

10

Form of Third Amendments to Severance Agreement.

THIRD AMENDMENT TO SEVERANCE AGREEMENT

This Third Amendment (this “ **Amendment** ”) to that certain Severance Agreement (the “ **Agreement** ”) dated June 2, 2010, 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 February 24, 2016.

RECITAL:

WHEREAS, the parties amended the Agreement by that Amendment to Severance Agreement dated November 18, 2011 and that Second Amendment to Severance Agreement dated December 12, 2013;

WHEREAS, the parties desire to further amend the Agreement to extend the expiration date for an additional two year period;

NOW THEREFORE, the parties hereby amend 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, 2018. 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]

SEMGROUP CORPORATION , acting on behalf of itself and its Subsidiaries and Affiliates

By:
Carlin G. Conner
President and CEO