
**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): June 16, 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 8.01. Other Events.

The unaudited pro forma condensed consolidated balance sheet of SemGroup Corporation (the “Company”) as of March 31, 2016 and the unaudited pro forma condensed consolidated statements of operations and comprehensive income (loss) of the Company for the three months ended March 31, 2016 and the year ended December 31, 2015, each showing the pro forma effect of the Company’s previously reported agreement to acquire all of the outstanding common units of Rose Rock Midstream, L.P. (“RRMS”) not already owned by the Company in an all stock-for-unit transaction, are filed as Exhibit 99.1 to this Current Report on Form 8-K and are incorporated by reference herein.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

In connection with the proposed business combination transaction between the Company and RRMS, the Company will file a registration statement on Form S-4 with the Securities and Exchange Commission (“SEC”) that will include a joint solicitation statement/prospectus and other relevant documents concerning the proposed transaction. **YOU ARE URGED TO READ THE JOINT SOLICITATION STATEMENT/PROSPECTUS WHEN IT BECOMES AVAILABLE AND THE OTHER RELEVANT DOCUMENTS FILED WITH THE SEC BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, RRMS AND THE PROPOSED TRANSACTION.** You will be able to obtain the joint solicitation statement/prospectus (when it becomes available) and the other documents filed with the SEC free of charge at the SEC’s website, www.sec.gov. In addition, you may obtain free copies of the joint solicitation statement/prospectus (when it becomes available) and the other documents filed by the Company and RRMS with the SEC by requesting them in writing from SemGroup Corporation, Two Warren Place, 6120 S. Yale Avenue, Suite 700, Tulsa, Oklahoma 74136-4216, Attention: Investor Relations, or by telephone at (918) 524-8100, or from Rose Rock Midstream, L.P., Two Warren Place, 6120 S. Yale Avenue, Suite 700, Tulsa, Oklahoma 74136-4216, Attention: Investor Relations, or by telephone at (918) 524-7700.

The Company and RRMS and their respective directors and executive officers may be deemed under the rules of the SEC to be participants (as defined in Schedule 14A under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) in respect of the proposed transaction. Information about the Company’s directors and executive officers and their ownership of the Company common stock is set forth in the Company’s proxy statement on Schedule 14A filed on April 13, 2016 with the SEC. Information about the directors and executive officers and their ownership of Common Units is set forth in RRMS’s Annual Report on Form 10-K for the year ended December 31, 2015 filed on February 26, 2016 with the SEC. Information regarding the identity of the potential participants, and their direct or indirect interests in the proposed transaction, by security holdings or otherwise, will be contained in the joint solicitation statement/prospectus and other materials when they are filed with the SEC.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

The following exhibits are filed herewith.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | Eighth Amendment to the Credit Agreement, dated as January 30, 2015, by and among SemGroup Corporation, as borrower, the guarantors named therein, the lenders named therein, and The Royal Bank of Scotland plc, as administrative agent and collateral agent. |
| 99.1 | The unaudited pro forma condensed consolidated balance sheet of SemGroup Corporation as of March 31, 2016 and the unaudited pro forma condensed consolidated statements of operations and comprehensive income (loss) of SemGroup Corporation for the three months ended March 31, 2016 and the year ended December 31, 2015. |

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: June 16, 2016

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

EXHIBIT INDEX

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**EIGHTH AMENDMENT
TO THE CREDIT AGREEMENT**

THIS EIGHTH AMENDMENT TO THE CREDIT AGREEMENT, dated as of January 30, 2015 (this “**Amendment**”), to the Credit Agreement, dated as of June 17, 2011 (as previously amended, the “**Credit Agreement**”), and entered into by, among others, SemGroup Corporation, as the Borrower (the “**Borrower**”), certain subsidiaries of the Borrower, as Guarantors, the lenders party thereto (the “**Lenders**”) and The Royal Bank of Scotland plc, as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, the Borrower desires to amend the Credit Agreement to permit the disposition of NGL Units as consideration for Permitted Business Acquisitions;

WHEREAS, the Loan Parties have requested that the Lenders agree to amend Section 6.05(m) of the Credit Agreement accordingly; and

WHEREAS, subject to certain conditions, the Lenders are willing to agree to such amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Amendments to the Credit Agreement

(a) Section 6.05(m) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(m) (x) sales, transfers or other dispositions of NGL Units as consideration for all or a portion of the purchase price of a Permitted Business Acquisition and (y) sales, transfers or other dispositions of NGL Units, *provided* that, in the case of sales, transfers or other dispositions of NGL Units under clause (m)(y), (i) not less than 100% of the Net Proceeds from such dispositions shall be applied to the prepayment of the Loans in accordance with Section 2.11(c)(i), (ii) such disposition is for at least 75% cash consideration, (iii) no Default or Event of Default shall have occurred and be continuing, (iv) the Borrower and its Restricted Subsidiaries shall be in compliance on a Pro Forma Basis with the Financial Performance Covenants, and (v) any such disposition to an Affiliate shall comply with Section 6.07.”

(b) Clause (i) of the final paragraph of Section 6.05 is hereby amended and restated in its entirety as follows:

“(i) the Borrower may issue common equity interests and may, so long as no Event of Default shall have occurred and be continuing or would result therefrom, sell, grant or otherwise issue Equity Interests to members of management of the Borrower or any of the Subsidiaries of the Borrower that are Loan Parties pursuant to stock option, stock ownership, stock incentive or similar plans,”

Section 2. Conditions Precedent to the Effectiveness of this Amendment

This Amendment shall become effective as of the date on which each of the following conditions precedent shall have been satisfied (the date of satisfaction of such conditions being referred to herein as the “**Eighth Amendment Effective Date**”):

(a) the Administrative Agent shall have received this Amendment, duly executed by each of the Borrower, the Guarantors and the Lenders;

(b) the representations and warranties set forth in Article III of the Credit Agreement are and will be true and correct in all material respects on and as of the Eighth Amendment Effective Date, to the same extent as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);

(c) as of the Eighth Amendment Effective Date, no Event of Default or Default shall have occurred and be continuing;

(d) the Borrower shall have paid all fees and expenses payable to the Lenders and the Administrative Agent hereunder or under any other Loan Document, including as set forth in Section 4 hereof; and

(e) the Borrower shall have obtained all material consents necessary or advisable in connection with the transactions contemplated by this Amendment.

Section 3. Acknowledgment and Consent.

(a) Each Guarantor acknowledges and agrees that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment.

(b) Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement.

Section 4. Reference to and Effect on the Loan Documents

(a) This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof. The Borrower agrees to pay any applicable costs and expenses incurred in connection with this Amendment in accordance with the terms set forth in the Credit Agreement, including Section 9.05 thereof.

(b) Except as specifically amended above, all of the terms and provisions of the Credit Agreement and all other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery, effectiveness and performance of this Amendment shall not operate as a waiver of any right, power or remedy of the Lenders, the Borrower or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any other provision of any of the Loan Documents or for any purpose.

(d) Each of the Loan Documents, including the Credit Agreement, and any and all other agreements, documents or instruments now or hereafter executed and/or delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement as amended hereby, are hereby amended so that any reference in such Loan Documents to the Credit Agreement, whether direct or indirect, shall mean a reference to the Credit Agreement as amended hereby.

Section 5. Execution in Counterparts

This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 6. Governing Law

THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY THE LAWS OF, THE STATE OF NEW YORK.

Section 7. Headings

Section and Subsection headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

Section 8. Notices

All communications and notices hereunder shall be given as provided in the Credit Agreement.

Section 9. Severability

The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

Section 10. Successors

The terms of this Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 11. Waiver of Jury Trial

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AMENDMENT. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

Section 12. Jurisdiction

Each of the parties to this Amendment hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Amendment or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court.

[SIGNATURE PAGES FOLLOW]

I N W I T N E S S W H E R E O F, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SEMGROUP CORPORATION

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

Subsidiary Guarantors

SEMGROUP EUROPE HOLDING, L.L.C.

By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

SEMOPERATING G.P., L.L.C.

By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

[Eighth Amendment to Credit Agreement Signature Page]

SEMGAS, L.P.

By: SEMOPERATING G.P., L.L.C., as general partner
By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

SEMCANADA, L.P.

By: SEMOPERATING G.P., L.L.C., as general partner
By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

SEMCANADA II, L.P.

By: SEMOPERATING G.P., L.L.C., as general partner
By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

[Eighth Amendment to Credit Agreement Signature Page]

SEMMATERIALS, L.P.

By: SEMOPERATING G.P., L.L.C., as general partner
By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

SEMMEXICO, L.L.C.

By: SEMMATERIALS, L.P., as sole member
By: SEMOPERATING G.P., L.L.C., as general partner
By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

[Eighth Amendment to Credit Agreement Signature Page]

ROSE ROCK MIDSTREAM HOLDINGS, LLC

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

SEMDEVELOPMENT, L.L.C.

By SemGroup Corporation, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

**WATTENBURG HOLDING, LLC,
GLASS MOUNTAIN HOLDING, LLC**

By SemDevelopment, L.L.C., as general partner

By SemGroup Corporation, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

MID-AMERICA MIDSTREAM GAS SERVICES, L.L.C.

By: SEMGAS, L.P., as sole member

By: SEMOPERATING G.P., L.L.C., as general partner

By: SEMGROUP CORPORATION, as sole member

By: /s/ Robert N. Fitzgerald

Name: Robert N. Fitzgerald

Title: Senior Vice President & CFO

THE ROYAL BANK OF SCOTLAND PLC,
as Administrative Agent and Collateral Agent

By: /s/ James L. Moyes
Name: James L. Moyes
Title: Authorised Signatory

[Eighth Amendment to Credit Agreement Signature Page]

THE ROYAL BANK OF SCOTLAND plc,
as a Lender

By: /s/ James L. Moyes
Name: James L. Moyes
Title: Authorised Signatory

Deutsche Bank AG – New York Branch,
as a Lender

By: /s/ Chris Chapman
Name: Chris Chapman
Title: Director

By: /s/ Shai Bandner
Name: Shai Bandner
Title: Vice President

BMO Harris Financing, Inc.,
as a Lender

By: /s/ Kevin Utsey
Name: Kevin Utsey
Title: Director

Morgan Stanley Bank, N.A.
as a Lender

By: /s/ Dimitri Barskiy
Name: Dimitri Barskiy
Title: Authorized Signatory

Royal Bank of Canada,
as a Lender

By: /s/ Jason S. York
Name: Jason S. York
Title: Authorized Signator

Barclays Bank PLC,
as a Lender

By: /s/ May Huang
Name: May Huang
Title: Assistant Vice President

Wells Fargo Bank, N.A.,
as a Lender

By: /s/ Andrew Ostrov
Name: Andrew Ostrov
Title: Director

ABN AMRO,
as a Lender

By: /s/ Darrell Holley
Name: Darrell Holley
Title: Managing Director

By: /s/ Casey Lowary
Name: Casey Lowary
Title: Executive Director

CAPITAL ONE NATIONAL ASSOCIATION,
as a Lender

By: /s/ Christopher Kuna
Name: Christopher Kuna
Title: Vice President

UBS AG, STAMFORD BRANCH,
as a Lender

By: /s/ Darlene Arias
Name: Darlene Arias
Title: Director

By: /s/ Craig Pearson
Name: Craig Pearson
Title: Associate Director

SUNTRUST BANK,
as a Lender

By: /s/ Shannon Juhan
Name: Shannon Juhan
Title: Vice President

Compass Bank
as a Lender

By: /s/ Kathleen J. Bowen
Name: Kathleen J. Bowen
Title: Senior Vice President

CADENCE BANK, N.A.
as a Lender

By: /s/ William W. Brown
Name: William W. Brown
Title: Senior Vice President

Citibank, N.A.,
as a Lender

By: /s/ Eamon Baqui
Name: Eamon Baqui
Title: Vice President

The Bank of Nova Scotia,
as a Lender

By: /s/ Mark Sparrow
Name: Mark Sparrow
Title: Director

BOKF, NA DBA BANK OF OKLAHOMA,
as a Lender

By: /s/ Linda J. Bridges
Name: Linda J. Bridges
Title: Vice President

SemGroup Corporation
Unaudited Pro Forma Condensed Consolidated Financial Statements

On May 31, 2016, SemGroup Corporation (“SemGroup”) announced an agreement under which SemGroup will acquire all of the outstanding common units of Rose Rock Midstream, L.P. (“Rose Rock”) not already owned by SemGroup in an all stock-for-unit transaction at a ratio of 0.8136 SemGroup common shares per Rose Rock common unit (the “Transaction”).

The accompanying unaudited pro forma condensed consolidated financial statements of SemGroup have been prepared in accordance with Article 11 of Regulation S-X. The accompanying unaudited pro forma condensed consolidated balance sheet reflects the Transaction as if it had occurred on March 31, 2016. The accompanying unaudited pro forma condensed consolidated statements of operations and comprehensive income (loss) for the three months ended March 31, 2016 and the year ended December 31, 2015, reflect the Transaction as if it had occurred on January 1, 2015. The terms “we”, “our”, “us”, and similar language used in these unaudited pro forma condensed consolidated financial statements refer to SemGroup and its subsidiaries.

These unaudited pro forma condensed consolidated financial statements have been derived from our historical financial statements, which are included in our quarterly report on Form 10-Q for the quarter ended March 31, 2016 and our annual report on Form 10-K for the year ended December 31, 2015. These unaudited pro forma condensed consolidated financial statements should be read in conjunction with our historical financial statements and related notes thereto.

These unaudited pro forma condensed consolidated financial statements are provided for illustrative purposes only and do not purport to represent what our actual results of operations or financial position would have been if the Transaction had occurred on the dates assumed, nor are they necessarily indicative of our future operating results or financial position. However, the pro forma adjustments shown in these unaudited pro forma condensed consolidated financial statements reflect estimates and assumptions that we believe to be reasonable.

SEMGROUP CORPORATION
Unaudited Pro Forma Condensed Consolidated Balance Sheet
as of March 31, 2016
(in thousands)

| | As of March 31, 2016 | | |
|---|----------------------|-----------------------|--------------------|
| | Historical | Pro Forma adjustments | Pro Forma |
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 72,489 | \$ — | \$ 72,489 |
| Accounts receivable, net | 288,838 | — | 288,838 |
| Receivable from affiliates | 3,677 | — | 3,677 |
| Inventories | 65,344 | — | 65,344 |
| Other current assets | 18,754 | — | 18,754 |
| Total current assets | <u>449,102</u> | <u>—</u> | <u>449,102</u> |
| Property, plant and equipment, net | 1,629,751 | — | 1,629,751 |
| Equity method investments | 503,914 | — | 503,914 |
| Goodwill | 35,008 | — | 35,008 |
| Other intangible assets, net | 159,496 | — | 159,496 |
| Other noncurrent assets | 24,561 | — | 24,561 |
| Total assets | <u>\$2,801,832</u> | <u>\$ —</u> | <u>\$2,801,832</u> |
| LIABILITIES AND OWNERS' EQUITY | | | |
| Current liabilities: | | | |
| Accounts payable | \$ 215,751 | \$ 8,000 (b) | \$ 223,751 |
| Payable to affiliates | 3,407 | — | 3,407 |
| Accrued liabilities | 85,688 | — | 85,688 |
| Other current liabilities | 11,880 | — | 11,880 |
| Total current liabilities | <u>316,726</u> | <u>8,000</u> | <u>324,726</u> |
| Long-term debt, net | 1,122,588 | — | 1,122,588 |
| Deferred income taxes | 180,599 | (3,029) (b) | 61,119 |
| | | (116,451) (a) | |
| Other noncurrent liabilities | 23,551 | — | 23,551 |
| Commitments and contingencies | | | |
| SemGroup owners' equity: | | | |
| Common stock, \$0.01 par value | 441 | 131 (c) | 572 |
| Additional paid-in capital | 1,200,744 | 79,403 (c) | 1,391,627 |
| | | (4,971) (b) | |
| | | 116,451 (a) | |
| Treasury stock, at cost | (6,400) | — | (6,400) |
| Accumulated deficit | (53,280) | — | (53,280) |
| Accumulated other comprehensive loss | (62,671) | — | (62,671) |
| Total SemGroup Corporation owners' equity | <u>1,078,834</u> | <u>191,014</u> | <u>1,269,848</u> |
| Noncontrolling interests in consolidated subsidiaries | 79,534 | (79,534) (c) | — |
| Total owners' equity | <u>1,158,368</u> | <u>111,480</u> | <u>1,269,848</u> |
| Total liabilities and owners' equity | <u>\$2,801,832</u> | <u>\$ —</u> | <u>\$2,801,832</u> |

SEMGROUP CORPORATION
Unaudited Pro Forma Condensed Consolidated Statement of Operations and Comprehensive Income (Loss)
Three Months Ended March 31, 2016
(in thousands, except per share amounts)

| | Three Months Ended March 31, 2016 | | |
|--|--|------------------------------|--------------------|
| | Historical | Pro Forma adjustments | Pro Forma |
| Revenues: | | | |
| Product | \$236,896 | \$ — | \$ 236,896 |
| Service | 64,073 | — | 64,073 |
| Other | 13,882 | — | 13,882 |
| Total revenues | 314,851 | — | 314,851 |
| Expenses: | | | |
| Costs of products sold, exclusive of depreciation and amortization shown below | 196,947 | — | 196,947 |
| Operating | 50,192 | — | 50,192 |
| General and administrative | 21,060 | — | 21,060 |
| Depreciation and amortization | 24,047 | — | 24,047 |
| Loss on disposal or impairment, net | 13,307 | — | 13,307 |
| Total expenses | 305,553 | — | 305,553 |
| Earnings from equity method investments | 23,071 | — | 23,071 |
| Loss on issuance of common units by equity method investee | (41) | — | (41) |
| Operating income | 32,328 | — | 32,328 |
| Other expenses (income), net: | | | |
| Interest expense | 18,935 | — | 18,935 |
| Foreign currency transaction loss | 1,469 | — | 1,469 |
| Loss on impairment of equity method investment | 39,764 | — | 39,764 |
| Other income, net | (187) | — | (187) |
| Total other expenses, net | 59,981 | — | 59,981 |
| Loss from continuing operations before income taxes | (27,653) | — | (27,653) |
| Income tax benefit | (21,407) | 13,078 (d) | (8,329) |
| Loss from continuing operations | (6,246) | (13,078) | (19,324) |
| Loss from discontinued operations, net of income taxes | (2) | — | (2) |
| Net loss | (6,248) | (13,078) | (19,326) |
| Less: net income attributable to noncontrolling interests | 9,020 | (9,020) (e) | — |
| Net loss attributable to SemGroup | <u>\$ (15,268)</u> | <u>\$ (4,058)</u> | <u>\$ (19,326)</u> |
| Net loss | \$ (6,248) | \$ (13,078) | \$ (19,326) |
| Other comprehensive loss, net of income taxes | (4,109) | — | (4,109) |
| Comprehensive loss | (10,357) | (13,078) | (23,435) |
| Less: comprehensive income attributable to noncontrolling interests | 9,020 | (9,020) (e) | — |
| Comprehensive loss attributable to SemGroup | <u>\$ (19,377)</u> | <u>\$ (4,058)</u> | <u>\$ (23,435)</u> |
| Net loss attributable to SemGroup per common share | | | |
| Basic | \$ (0.35) | | \$ (0.34) |
| Diluted | \$ (0.35) | | \$ (0.34) |
| Weighted average shares outstanding | | | |
| Basic | 43,870 | 13,120 (f) | 56,990 |
| Diluted | 43,870 | 13,120 (f) | 56,990 |

SEMGROUP CORPORATION
Unaudited Pro Forma Condensed Consolidated Statement of Operations and Comprehensive Income
Year Ended December 31, 2015
(in thousands, except per share amounts)

| | Year Ended December 31, 2015 | | |
|--|------------------------------|-----------------------|------------------|
| | Historical | Pro Forma adjustments | Pro Forma |
| Revenues: | | | |
| Product | \$1,118,886 | \$ — | \$1,118,886 |
| Service | 259,542 | — | 259,542 |
| Other | 76,666 | — | 76,666 |
| Total revenues | 1,455,094 | — | 1,455,094 |
| Expenses: | | | |
| Costs of products sold, exclusive of depreciation and amortization shown below | 979,549 | — | 979,549 |
| Operating | 224,443 | — | 224,443 |
| General and administrative | 97,366 | — | 97,366 |
| Depreciation and amortization | 100,882 | — | 100,882 |
| Loss on disposal or impairment, net | 11,472 | — | 11,472 |
| Total expenses | 1,413,712 | — | 1,413,712 |
| Earnings from equity method investments | 81,386 | — | 81,386 |
| Gain on issuance of common units by equity method investee | 6,385 | — | 6,385 |
| Operating income | 129,153 | — | 129,153 |
| Other expenses (income): | | | |
| Interest expense | 69,675 | — | 69,675 |
| Foreign currency transaction gain | (1,067) | — | (1,067) |
| Other income, net | (15,801) | — | (15,801) |
| Total other expenses, net | 52,807 | — | 52,807 |
| Income from continuing operations before income taxes | 76,346 | — | 76,346 |
| Income tax expense | 33,530 | 4,731 (d) | 38,261 |
| Income from continuing operations | 42,816 | (4,731) | 38,085 |
| Loss from discontinued operations, net of income taxes | (4) | — | (4) |
| Net income | 42,812 | (4,731) | 38,081 |
| Less: net income attributable to noncontrolling interests | 12,492 | (12,492) (e) | — |
| Net income attributable to SemGroup | \$ 30,320 | \$ 7,761 | \$ 38,081 |
| Net income | \$ 42,812 | \$ (4,731) | \$ 38,081 |
| Other comprehensive loss, net of income taxes | (31,421) | — | (31,421) |
| Comprehensive income | 11,391 | (4,731) | 6,660 |
| Less: comprehensive income attributable to noncontrolling interests | 12,492 | (12,492) (e) | — |
| Comprehensive income (loss) attributable to SemGroup | \$ (1,101) | \$ 7,761 | \$ 6,660 |
| Net income attributable to SemGroup per common share | | | |
| Basic | \$ 0.69 | | \$ 0.67 |
| Diluted | \$ 0.69 | | \$ 0.67 |
| Weighted average shares outstanding | | | |
| Basic | 43,787 | 13,120 (f) | 56,907 |
| Diluted | 43,970 | 13,120 (f) | 57,090 |

1. Basis of presentation

The Transaction will be accounted for in accordance with Financial Accounting Standards Board Accounting Standards Codification (“ASC”) 810, *Consolidation – Overall – Changes in a Parent’s Ownership Interest in a Subsidiary*. SemGroup controls and consolidates Rose Rock prior to the Transaction and will retain control of Rose Rock subsequent to the Transaction. Therefore, the change in SemGroup’s ownership interest in Rose Rock will be accounted for as an equity transaction and no gain or loss will be recognized in SemGroup’s consolidated statements of operations and comprehensive income (loss) as a result of the Transaction.

2. Pro forma adjustments

- (a) Reflects the estimated impact of deferred income taxes resulting from the Transaction using SemGroup’s statutory federal and state tax rate of 37.9%. The amount reflects a net adjustment of \$116.5 million related to the effects of the change in ownership and the step-up in tax basis as a result of SemGroup’s acquisition of the publicly-held interests in Rose Rock. The deferred income tax adjustment is based on a SemGroup illustrative share price of \$29.50. Actual amounts will be determined on the SemGroup share price as of the Transaction close date.
- (b) Reflects the expected \$8 million cost of the Transaction for legal, advisory and other costs. As the Transaction is accounted for as an equity transaction, these costs will be recognized as an adjustment to additional paid-in capital, net of income tax benefit of approximately \$3 million.
- (c) Reflects the issuance of approximately 13.1 million common shares of SemGroup for purchase of the noncontrolling interest in Rose Rock. The number of shares to be issued is estimated based on the agreed upon ratio of 0.8136 SemGroup common shares per Rose Rock common unit and the 16.1 million publicly-held Rose Rock common units issued and outstanding at March 31, 2016.
- (d) Reflects the additional income tax expense on the incremental income attributable to SemGroup as a result of the Transaction and the resultant impact of the change in the effective tax rate.
- (e) Reflects the additional net income attributable to SemGroup common shares had the Transaction occurred at January 1, 2015.
- (f) Reflects the additional outstanding common shares of SemGroup for the year ended December 31, 2015 and the three months ended March 31, 2016 had the Transaction occurred at January 1, 2015. Incremental shares were calculated as described at note (c), above. No additional dilutive shares were assumed related to unvested Rose Rock restricted unit compensation awards, which will be converted into unvested SemGroup restricted share compensation awards based on the agreed upon ratio of 0.8136, for the year ended December 31, 2015. Unvested equity compensation awards were antidilutive for the three months ended March 31, 2016 due to the net loss for that period.