

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

IN RE SEMGROUP ENERGY PARTNERS, L.P.,  
SECURITIES LITIGATION

CASE NO. 08-MD-1989-GKF-FHM

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

***IF YOU PURCHASED THE COMMON UNITS OF SEMGROUP ENERGY PARTNERS, L.P. (N/K/A BLUEKNIGHT ENERGY PARTNERS, L.P.) (“SGLP”) DURING THE PERIOD FROM JULY 17, 2007 THROUGH AND INCLUDING JULY 17, 2008, INCLUDING SGLP COMMON UNITS ISSUED PURSUANT OR TRACEABLE TO THE REGISTRATION STATEMENTS AND PROSPECTUSES FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (“SEC”) IN CONNECTION WITH SGLP’S JULY 17, 2007 INITIAL PUBLIC OFFERING AND FEBRUARY 14, 2008 PUBLIC OFFERING (THE “CLASS”), YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.***

***A federal court authorized this Notice. This is not a solicitation from a lawyer.***

**Securities Involved:** SGLP common units purchased or held during the period from July 17, 2007 through and including July 17, 2008 (the “Class Period”), including those SGLP common units issued pursuant or traceable to the Registration Statements and Prospectuses filed with the SEC in connection with SGLP’s July 17, 2007 initial public offering and February 14, 2008 public offering.

**Settlement Amount:** The Settlement provides for the combined payment of \$28 million and is comprised of the following two components: (i) \$22.8 million in cash (the “Cash Settlement Amount”) and (ii) the number of Blueknight Energy Partners, L.P. common units (the “Settlement Units”) that equals \$5.2 million (the “Units Settlement Amount”). The number of Settlement Units shall be determined by the average per unit closing price of Blueknight Energy Partners, L.P. common units during the ten trading days immediately preceding the Court’s entry of the Judgment. The Cash Settlement Amount, the Units Settlement Amount and any interest earned thereon shall be collectively referred to herein as the “Settlement Fund.” See Question 8 below for more details. Your recovery from the Settlement Fund will depend on the amount of SGLP common units you purchased during the Class Period, and the timing of your sales, if any, of such SGLP common units. Depending on the number of claims filed and when Class Members purchased and sold their SGLP common units, as well as the ultimate value of the Settlement Units when sold, the estimated average recovery per damaged SGLP common unit will be approximately \$1.34. **Please Note: This average is only an estimate, and is before deduction of court-approved fees and expenses.**

**The Lawsuit:** The Settlement resolves class action litigation over allegations as to whether, during the relevant period, SGLP’s public statements regarding its internal controls, management, and stable revenues from its parent, SemGroup L.P. (“SemGroup”), were false and misleading because, unbeknownst to investors, SemGroup was actually engaged in undisclosed, risky, speculative and unauthorized trading in crude oil and other commodities. See Question 2 below for more information.

**Attorneys’ Fees and Expenses:** Lead Counsel has litigated the claims asserted in this case on an entirely contingent basis and has conducted this litigation and advanced the expenses of litigation with the expectation that if it was successful in recovering money for the Class, it would receive fees and be reimbursed for its expenses from the Settlement Fund, as is customary in this type of litigation. Court-appointed Lead Counsel will apply to the Court for attorneys’ fees not to exceed 19% of the Settlement Amount, in equal parts cash and Settlement Units, and reimbursement of out-of-pocket expenses not to exceed \$450,000, plus interest earned on both amounts at the same rate earned on the Settlement Fund, all to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per damaged SGLP common unit will be \$0.28. Please note that this amount is only an estimate. In addition, Lead Plaintiff may seek reimbursement from the Settlement Fund for costs and expenses (including lost wages) incurred by Lead Plaintiff in connection with its representation of the Class up to an amount of \$25,000.

**Deadlines:**

Submit Claim:	October 15, 2011
Request Exclusion:	September 14, 2011
File Objection:	September 14, 2011
Court Hearing on Fairness of Settlement:	October 5, 2011

**More Information:**

<u>Claims Administrator:</u> Rust Consulting, Inc. P.O. Box 2466 Faribault, MN 55021-9166 Telephone: (888) 356-0250	<u>Lead Counsel:</u> Ramzi Abadou, Esq. Erik D. Peterson, Esq. Kessler Topaz Meltzer & Check, LLP 580 California Street, Suite 1750 San Francisco, CA 94104
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- Your legal rights are affected whether you act or do not act. Please read this Class Notice carefully.

**Statement of Recovery**

Lead Plaintiff's damages consultant estimates that approximately 20.86 million SGLP common units were purchased during the Class Period and potentially damaged by the alleged fraud. Lead Plaintiff's damages consultant estimates that if valid claim forms for all potentially damaged SGLP common units are submitted, the estimated average recovery per damaged common unit would be approximately \$1.34, before the deduction of attorneys' fees, costs, and expenses, as approved by the Court. Class Members should note, however, that this figure is only an estimate. A Class Member's actual recovery will depend on: (1) the number of claim forms submitted; (2) when Class Members purchased their SGLP common unit(s); (3) whether Class Members sold their SGLP common unit(s) and, if so, when; (4) the ultimate value of the Settlement Units when sold; (5) administrative costs, including the costs of notice, for the action; (6) the amount awarded by the Court for attorneys' fees and expenses; and (7) the amount awarded by the Court to Lead Plaintiff in connection with its representation of the Class. Distributions to Class Members will be made based on the Plan of Allocation set forth in this Class Notice or other plan of allocation as may be ordered by the Court. See Plan of Allocation set forth in Question 9 below.

**The Circumstances of the Settlement**

The principle reason for Lead Plaintiff's consent to the Settlement is to provide an immediate benefit to the Class. This Settlement provides a further benefit to the Class in that it provides a global resolution of all claims against all Defendants involved in the Litigation.

While Lead Counsel believes that Lead Plaintiff's claims would survive a motion for summary judgment and ultimately result in a verdict for the Class, it also recognizes that continued litigation and trial come with risks. The benefit of the present Settlement must be compared to the risk that no recovery might be achieved after contested motions, a contested trial and likely appeals, possibly years into the future. The claims advanced by the Class in this Litigation involve numerous complex legal and factual issues, which would require additional discovery, including extensive expert discovery and testimony, adding considerably to the expense and duration of the Litigation. If the Litigation were to proceed, Lead Plaintiff would have to overcome significant defenses asserted by multiple Defendants. Among other things, the Parties disagree about (i) whether Lead Plaintiff or the Class have suffered damages, (ii) whether the price of SGLP common units was artificially inflated by reasons of the alleged misrepresentations, omissions, or otherwise, and (iii) whether Lead Plaintiff or the Class were harmed by the conduct alleged in the operative complaint, the Corrected Consolidated Securities Class Action Complaint for Violations of the Federal Securities Laws (the "Complaint"). Even after an extensive investigation and substantial discovery, questions remain regarding the extent of Defendants' liability and the extent to which a jury might find them liable, if at all. This Settlement therefore enables the Class to recover without incurring any additional risk or costs. As a result, Lead Plaintiff and its counsel believe the Settlement is a fair, reasonable, and adequate recovery for the Class.

Defendants expressly have denied and continue to deny all assertions of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. Defendants also continue to believe that the claims asserted against them in the Litigation are without merit. Nonetheless, Defendants have agreed to enter into the Settlement, as embodied in the Stipulation of Settlement dated May 3, 2011 (the "Stipulation"), solely to avoid the expense, distraction, time and uncertainty associated with continuing the Litigation.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**SUBMIT A CLAIM FORM** .....The only way to receive a payment from the Settlement Fund. **The deadline for submitting a claim form is October 15, 2011.**

**EXCLUDE YOURSELF** .....Receive no payment from the Settlement Fund. This is the only option that allows you to participate in another lawsuit against the Defendants or the Released Persons concerning the Released Claims as defined in the Stipulation. **The deadline for filing a request to exclude yourself from the Class is September 14, 2011.**

**OBJECT**.....You may write to the Court if you do not like this Settlement, the Plan of Allocation, Lead Counsel’s request for attorneys’ fees and expenses, or Lead Plaintiff’s request for reimbursement of its costs and expenses. **The deadline for filing an objection is September 14, 2011.**

**GO TO A HEARING**.....You may ask to speak in Court about the fairness of the Settlement.

**DO NOTHING** .....Receive no payment from the Settlement Fund and give up your rights with regard to the claims in this lawsuit.

- These rights and options – **and the deadlines to exercise them** – are explained in this Class Notice. Please note the date of the Settlement Hearing – currently scheduled for October 5, 2011 – is subject to change without further notice. If you plan to attend the hearing, you should check with Lead Counsel as set forth above, or with the Court, to be sure that no change to the date and time of the hearing has been made.
- The Court in charge of this Litigation still has to decide whether to approve the Settlement. Payments will be made to Class Members if the Court approves the Settlement and that approval is upheld after any appeals are filed. Please be patient.

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**BASIC INFORMATION**

**1. Why Did I Receive This Class Notice Package?**

You or someone in your family may have purchased or held SGLP common units during the Class Period (*i.e.*, July 17, 2007 through and including July 17, 2008), including SGLP common units issued pursuant or traceable to the Registration Statements and Prospectuses filed with the SEC in connection with SGLP’s July 17, 2007 initial public offering and February 14, 2008 secondary public offering.

If this description applies to you or someone in your family, you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

**2. What Is This Lawsuit About?**

On or after July 21, 2008, several putative securities class actions were filed in the United States District Courts for the Southern District of New York and the Northern District of Oklahoma against certain of the Defendants. On October 10, 2008, the Judicial Panel on Multidistrict Litigation transferred all the actions filed in the Southern District of New York to the Northern District of Oklahoma for further proceedings. By Order dated October 27, 2008, the Court consolidated the pending actions under the caption *In re SemGroup Energy Partners, L.P., Securities Litigation*, Case No. 08-MD-1989-GKF-FHM. On January 14, 2009, the Court appointed Harvest Fund Advisors LLC (“Harvest”) as Lead Plaintiff and approved Lead Plaintiff’s selection of Lead and Liaison Counsel, Barroway Topaz Kessler Meltzer & Check, LLP and Nelson, Roselius, Terry, O’Hara & Morton, respectively.

On May 4, 2009, Lead Plaintiff filed its initial consolidated complaint. Thereafter, on July 17, 2009, Lead Plaintiff filed the operative complaint in the Litigation, the Corrected Consolidated Securities Class Action Complaint for Violations of the Federal Securities Laws, filed July 17, 2009, naming as defendants (a) SGLP, (b) SemGroup Energy Partners G.P., L.L.C. (“SGLP G.P.”),<sup>1</sup> (c) high-ranking officers and directors of SGLP and SGLP GP, (d) the underwriters of SGLP’s registered securities offerings, and (e) individuals and entities that owned substantial interests in SGLP’s parent company, SemGroup, and asserting violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder by the SEC. Generally, the Complaint alleged that, throughout the Class Period, Defendants, excluding the alleged control person Defendants, represented that SGLP enjoyed and would continue to enjoy stable revenues from its parent and primary revenue source, SemGroup, while in reality, SemGroup had massive and undisclosed exposure to increasing commodities prices. The Complaint further alleged that the misrepresentations and omissions by Defendants, excluding the alleged control person Defendants, regarding the business and financial condition of both SGLP and SemGroup caused the price of SGLP’s common units to be artificially inflated during the Class Period, damaging Class Members.

On July 22, 2009, Defendants filed motions to dismiss the Complaint. These motions were fully briefed by the Parties. On April 30, 2010, the Court denied in part and granted in part Defendants’ motions to dismiss.

<sup>1</sup> SGLP GP is now known as Blueknight Energy Partners, G.P., L.L.C. For ease of reference, it is referred to herein as SGLP GP.

On or about February 8, 2011, with the substantial assistance of a mediator, and after several months of mediation sessions and communications, Lead Plaintiff agreed in principle to settle the Litigation against the Defendants.

### **3. Why Is This Action a Class Action?**

In a class action, one or more individuals and/or entities called class representatives (in this case the court-appointed Lead Plaintiff, Harvest) prosecute their claims on behalf of individuals and entities who have similar claims. All of these individuals and entities who have similar claims are referred to collectively as a class, or individually as class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. The United States District Court for the Northern District of Oklahoma, the Honorable Gregory K. Frizzell, is in charge of this Litigation.

### **4. Why Is There a Settlement?**

In order to avoid the cost and risks of further litigation and trial, both sides agreed to a settlement. As explained above, Lead Plaintiff and Lead Counsel believe the Settlement is best for all Class Members.

## **WHO IS IN THE SETTLEMENT**

To see if you will potentially receive a payment from this Settlement, you first have to determine if you are a Class Member.

### **5. How Do I Know if I Am Part of the Settlement?**

The Class includes all persons and entities who purchased or held SGLP common units during the Class Period (*i.e.*, July 17, 2007 through and including July 17, 2008), including purchasers of SGLP common units issued pursuant or traceable to the Registration Statements and Prospectuses filed with the SEC in connection with SGLP's July 17, 2007 initial public offering and February 14, 2008 public offering, ***except those persons and entities that are excluded, as described below.***

### **6. What Are the Exceptions to Being Included?**

Excluded from the Class are (i) Defendants; (ii) members of the immediate family of each Individual Defendant; (iii) any person who was an officer or director of SGLP, SemGroup, SGLP GP, SemGroup Holdings, L.P., or any of the Underwriter Defendants during the Class Period; (iv) any firm, trust, corporation, officer, or other entity in which any Defendant has or had a majority interest; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of any such excluded party. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to the requirements set forth herein.

### **7. I Am Still Not Sure if I Am Included.**

If you are still not sure whether you are included, you can ask for free help. You can call the Claims Administrator, Rust Consulting, Inc., at (888) 356-0250, for more information. Or you can fill out and return the claim form described in Question 10 below to see if you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE**

### **8. What Does the Settlement Provide?**

Defendants have agreed to create a Settlement Fund consisting of (i) \$22,800,000 in cash and (ii) the number of Blueknight Energy Partners, L.P. common units that equals \$5,200,000 as described above. The balance of the Settlement Fund (including any accrued interest), after payment of Court-approved attorneys' fees and expenses, Court-approved reimbursement to the Lead Plaintiff, the costs of claims administration and taxes, if any (the "Net Settlement Fund"), will be divided among Class Members who submit timely and valid claim forms ("Authorized Claimants") pursuant to a Court-approved Plan of Allocation.

### **9. How Much Will My Payment Be?**

Each person or entity claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim and Release form ("Proof of Claim") signed under penalty of perjury and supported by such documents as specified in the Proof of Claim as are reasonably available to the Authorized Claimant. If you are entitled to a payment, your share of the Net Settlement Fund will depend on, among other things, the number of valid claim forms that Class Members submit, the amount of SGLP common units you purchased during the Class Period, and whether and when you sold your SGLP common units. By following the Plan of Allocation described herein, you can calculate your "Recognized Claim." The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after the deadline for submission of Proofs of Claim has passed.

All Proofs of Claim must be postmarked or received by **October 15, 2011**, addressed as follows:

***SemGroup Energy Partners Securities Litigation***  
**c/o Rust Consulting, Inc.**  
**Claims Administrator**  
**P.O. Box 2466**  
**Faribault, MN 55021-9166**

Unless otherwise ordered by the Court, any Class Member who fails to submit a properly completed and signed Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments

pursuant to the Stipulation, but will in all other respects be bound by all of the terms of the Settlement, including the terms of the final judgment to be entered in the Litigation and will be barred from bringing any Released Claim against any Released Persons, including Unknown Claims (as those terms are defined in the Proof of Claim enclosed with this Class Notice and in the Stipulation dated May 3, 2011, which is available at [www.SemGroupSecuritiesSettlement.com](http://www.SemGroupSecuritiesSettlement.com), or through the mail upon request).

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds. Each claimant is deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that claimant's status as a Class Member and the validity and amount of that claimant's claim. No discovery shall be allowed on the merits of the Litigation.

### **PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS**

If approved by the Court, the proposed plan of allocation developed by Lead Plaintiff's damages consultant, as set forth below (the "Plan of Allocation"), will determine how the net proceeds of the Settlement will be distributed to Class Members who submit timely and valid Proofs of Claim. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modification agreed to among the settling parties, or another plan of allocation. Any Order(s) modifying the Plan of Allocation will be posted on the settlement website, [www.SemGroupSecuritiesSettlement.com](http://www.SemGroupSecuritiesSettlement.com).

### **GENERAL PROVISIONS**

1. At this time, it is not possible to make any determination as to how much a Class Member may receive from the Settlement.

2. If approved by the Court at the Final Settlement Hearing, the proposed Settlement will create a "Settlement Fund" in the amount of \$28,000,000, plus interest thereon. Defendants are not entitled to get back any portion of their contributions to the Settlement Fund once all of the conditions of the Settlement are satisfied and the Court's Judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.

3. As provided below, the Settlement Fund will be used to compensate eligible claimants who purchased or held SGLP common units traded on the National Association of Securities Dealers ("NASDAQ") exchange between July 17, 2007, the date of SGLP's initial public offering ("IPO"), and July 17, 2008.<sup>2</sup> Only those Class Members who purchased or held SGLP common units during the Class Period (*i.e.*, July 17, 2007 through and including July 17, 2008) **AND WERE DAMAGED AS A RESULT**, will be eligible to share in the distribution of the Net Settlement Fund. As mentioned previously, each person wishing to participate in the distribution must timely submit a valid Proof of Claim establishing membership in the Class, and including all the information and supporting documentation as requested therein, postmarked not later than October 15, 2011, to the address set forth above and in the Proof of Claim. Unless otherwise ordered by the Court, any Class Member who fails to submit a properly completed and signed Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation, but will in all other respects be bound by all of the terms of the Settlement, including the terms of the Judgment to be entered in the Litigation and will be barred from bringing any Released Claim against any Released Persons, including Unknown Claims (as those terms are defined in the Proof of Claim enclosed with this Class Notice and in the Stipulation dated May 3, 2011, which is available at [www.SemGroupSecuritiesSettlement.com](http://www.SemGroupSecuritiesSettlement.com), or through the mail upon request).

4. The Court has reserved continuing jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Northern District of Oklahoma with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that claimant's status as a Class Member and the validity and amount of that claimant's claim. No discovery shall be allowed on the merits of the Litigation.

5. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against any Defendants, any Defendant's counsel, Lead Plaintiff, Lead Counsel, Liaison Counsel or the Claims Administrator or other agent designated by Lead Counsel or Liaison Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund shall be released and discharged from any and all claims arising out of such involvement (except as provided in the Stipulation), and all Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

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<sup>2</sup> In February 2009, SGLP's common units were de-listed from NASDAQ.

6. **PLEASE NOTE:** Persons and entities that are excluded from the Class by definition (as set forth in Question 6 above) or that properly exclude themselves from the Class in accordance with the requirements for exclusion set forth in the Class Notice are not eligible to receive a distribution from the Net Settlement Fund and should not submit a Proof of Claim.

7. A “Recognized Loss Amount” will be calculated for each purchase of SGLP common units made during the Class Period, that is listed in the Proof of Claim and for which adequate documentation is provided. The calculation of the Recognized Loss Amount will depend upon several factors, including (i) when the claimant purchased his, her, or its SGLP common units and (ii) whether the claimant held such SGLP common units until the conclusion of the Class Period or sold the common units during the Class Period, and if so, when they were sold. The total of a claimant’s Recognized Loss Amounts as calculated pursuant to the Plan of Allocation shall be the claimant’s “Recognized Claim.”

8. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws, as opposed to losses caused by market and industry factors or company-specific factors not related to those alleged violations. To that end, the Plan of Allocation reflects an analysis by Lead Plaintiff’s damages consultant which included a review of publicly available information regarding SGLP and statistical analyses of the price movements of SGLP common units and the price performance of relevant market and industry indices during the Class Period.

9. The Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not a formal damage analysis. Recognized Loss Amounts are based on the change in the level of alleged artificial inflation in the price of SGLP common units at the time of purchase and at the time of sale. In this case, Lead Plaintiff alleged that Defendants made false statements and omitted material facts from July 17, 2007, the date of SGLP’s IPO, through and including July 17, 2008, which had the effect of artificially inflating the prices of SGLP common units. Defendants deny all such allegations. The proposed Plan of Allocation reflects Lead Plaintiff’s allegations that the price of SGLP common units was artificially inflated during the Class Period due to Defendants’ misrepresentations and/or omissions.

10. In order to have recoverable damages, disclosure of the truth concerning the alleged misrepresentations must be the cause of the decline in the price of the SGLP common units. According to Lead Plaintiff’s allegations, corrective disclosures caused the removal of artificial inflation from the price of SGLP common units on July 17, 2008 and July 18, 2008. Accordingly, in order to have a Recognized Loss Amount:

- a. SGLP common units purchased from July 17, 2007 through July 16, 2008 must be held until at least the opening of trading on July 17, 2008, which was the first day the market prices reflected the first corrective disclosure; and
- b. SGLP common units purchased after the opening of trading on July 17, 2008, must be either sold at a loss on July 17, 2008 or held until the opening of trading on July 18, 2008, the date of the second corrective disclosure.

11. To the extent a claimant does not satisfy either of the conditions set forth in the preceding paragraph, the claimant’s Recognized Loss Amount for those transactions will be zero.

12. To the extent a claimant had a market gain from his, her or its overall transactions in SGLP common units during the Class Period, subject to paragraph 21 below, the claimant’s Recognized Claim will be zero. Such claimants will, in any event, still be bound by the Settlement.

13. A claimant’s Recognized Loss Amount for each transaction in SGLP common units (other than from public offerings) will be the **greater** of the claimant’s Recognized Loss Amount calculated separately under Section 10(b) and Section 11(e) (*i.e.*, 16(c) and 16(d) below, respectively).

### **CALCULATING YOUR RECOGNIZED LOSS AMOUNTS**

14. In the calculations below, if a Recognized Loss Amount calculates to a negative number, that Recognized Loss Amount shall be zero.

15. Lead Plaintiff’s damages consultant has estimated, based on currently available information that, throughout the Class Period, the price of SGLP common units was inflated by a constant dollar amount until portions of inflation were removed by the corrective disclosures described above.

16. **SGLP Common Units:**

- (a) For SGLP common units purchased in SGLP’s initial offering on or about July 17, 2007 at \$22.00 per common unit and SGLP’s secondary offering on or about February 14, 2008 at \$23.90 per common unit, the Recognized Loss Amount shall be calculated based upon the Section 11(e) Recognized Loss Amount Calculation described below in 16(d).<sup>3</sup>

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<sup>3</sup> Calculation of damages under Section 12(a)(2) is identical to calculation of damages under Section 11. Additionally, as liability under Section 12(a)(2) is limited to the sellers of the security and the statute also requires privity between the buyer and the seller, damages under Section 12(a)(2) are also limited to SGLP common units purchased in the initial public offering and the secondary offering.

(b) For SGLP common units purchased between SGLP's initial offering on July 17, 2007 and July 17, 2008, inclusive, (excluding the secondary public offering, February 14, 2008), the Recognized Loss Amount shall be calculated based upon the maximum of (i) the Section 10(b) Recognized Loss Amount Calculation described below in 16(c); and (ii) the Section 11(e) Recognized Loss Amount Calculation described below in 16(d), whichever is greater.

(c) **Section 10(b) Recognized Loss Amount:**

1. For SGLP common units purchased between July 17, 2007 and July 16, 2008, inclusive, and:

(i) Sold prior to the close of trading on July 16, 2008, the Recognized Loss Amount is \$0.00.

(ii) Sold at a loss on July 17, 2008, the Recognized Loss Amount shall be **the lesser of:** (i) \$11.73 (representing the abnormal price decline in SGLP common units on July 17, 2008); (ii) the purchase price *minus* the sale price; or (iii) \$22.80 (the closing price on July 16, 2008) *minus* the sale price.

(iii) Sold at a loss between July 18, 2008 and October 15, 2008 (the close of the 90-day look-back period),<sup>4</sup> the Recognized Loss Amount shall be **the lesser of:** (i) \$14.59 (representing the total abnormal price decline in SGLP common units on July 17, 2008 and July 18, 2008); (ii) the purchase price *minus* the sale price; or (iii) the purchase price *minus* the average closing price between July 18, 2008 and the date of sale as shown on **Table A**.

(iv) Held as of the close of trading on October 15, 2008, the Recognized Loss Amount shall be **the lesser of:** (i) \$14.59; or (ii) the purchase price *minus* \$8.17, the average closing price between July 18, 2008 and October 15, 2008 as shown at the end of **Table A**.

2. For each unit of SGLP common units purchased on July 17, 2008, and:

(i) Sold at a loss prior to the close of trading on July 17, 2008, the Recognized Loss Amount shall be **the lesser of:** (i) \$11.73 (representing the abnormal price decline in SGLP common units on July 17, 2008); or (ii) the purchase price *minus* the sale price.

(ii) Sold at a loss between July 18, 2008 and October 15, 2008 (the close of the 90-day look-back period), the Recognized Loss Amount shall be **the lesser of:** (i) the minimum of \$11.73 or the purchase price *minus* \$11.00 (the closing price on July 17, 2008) *plus* \$2.86 (representing the abnormal price decline in SGLP common units on July 18, 2008); (ii) purchase price *minus* the sale price; or (iii) the purchase price *minus* the average closing price between July 18, 2008 and the date of sale as shown on **Table A**.

(iii) Held as of the close of trading on October 15, 2008, the Recognized Loss Amount shall be **the lesser of:** (i) the minimum of \$11.73 or the purchase price *minus* \$11.00 (the closing price on July 17, 2008) *plus* \$2.86 (representing the abnormal price decline in SGLP common units on July 18, 2008); or (ii) the purchase price *minus* \$8.17, the average closing price between July 18, 2008 and October 15, 2008 as shown at the end of **Table A**.

(d) **Section 11(e) Recognized Loss Amount:**

1. For SGLP common units purchased between July 17, 2007 and July 16, 2008, inclusive and:

(i) Sold prior to the close of trading on July 16, 2008, the Recognized Loss Amount is \$0.00.

(ii) Sold at a loss on July 17, 2008, the Recognized Loss Amount shall be **the lesser of:** (i) \$11.73 (representing the abnormal price decline in SGLP common units on July 17, 2008); (ii) the lower of the issue price<sup>5</sup> or purchase price *minus* the sale price; or (iii) \$22.80 (the closing price on July 16, 2008) *minus* the sale price.

(iii) Sold at a loss between July 18, 2008 and July 17, 2009,<sup>6</sup> the Recognized Loss Amount shall be **the lesser of:** (i) \$14.59 (representing the total abnormal price decline in SGLP common units on July 17, 2008 and July 18, 2008); or (ii) the lower of the issue price or purchase price *minus* the sale price.

(iv) Held as of the close of trading on July 17, 2009 and later sold, the Recognized Loss Amount shall be **the lesser of:** (i) \$14.59; or (ii) the issue price *minus* the greater of the sale price or \$5.88 (the closing price of SGLP common units on the date of Lead Plaintiff's Complaint, July 17, 2009).

(v) Held as of the close of trading on July 17, 2009 and not subsequently sold, the Recognized Loss

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<sup>4</sup> The Private Securities Litigation Reform Act of 1995 (the "PSLRA") provides for a 90-day look-back period which is incorporated into the calculation of the Section 10(b) Recognized Loss Amount. Under this provision, losses on securities purchased during the Class Period and held as of the end of the PSLRA 90-day look-back period cannot exceed the difference between the purchase price paid and the average price during the PSLRA 90-day look-back period. Losses on securities purchased during the Class Period and sold during the PSLRA 90-day look-back period cannot exceed the difference between the purchase price paid during the Class Period and the rolling average of the closing stock prices during the PSLRA 90-day look-back period as of the date of sale.

<sup>5</sup> The "Issue Price" is \$22.00 for common units purchased in SGLP's initial offering on July 17, 2007 and \$23.90 for common units purchased in SGLP's secondary offering on February 14, 2008.

<sup>6</sup> July 17, 2009 is the date of Lead Plaintiff's Complaint.

Amount shall be **the lesser of**: (i) \$14.59 (representing the total abnormal price decline in SGLP common units on July 17, 2008 and July 18, 2008); or (ii) the lower of the issue price or purchase price *minus* \$5.88 (the closing price of SGLP common units on the date of Lead Plaintiff's Complaint, July 17, 2009).

2. For SGLP common units purchased on July 17, 2008 and:

(i) Sold at a loss prior to the close of trading on July 17, 2008, the Recognized Loss Amount shall be the lesser of: (i) \$11.73 (representing the abnormal price decline in SGLP common units on July 17, 2008); or (ii) the lower of issue price or purchase price *minus* the sale price.

(ii) Sold at a loss between July 18, 2008 and July 17, 2009, the Recognized Loss Amount shall be **the lesser of**: (i) the minimum of \$11.73 or the purchase price *minus* \$11.00 (the closing price on July 17, 2008) *plus* \$2.86 (representing the abnormal price decline in SGLP common units on July 18, 2008); or (ii) the lower of the issue price or purchase price *minus* the sale price.

(iii) Held as of the close of trading on July 17, 2009 and later sold, the Recognized Loss Amount shall be **the lesser of**: (i) the minimum of \$11.73 or the purchase price *minus* \$11.00 (the closing price on July 17, 2008) *plus* \$2.86 (representing the abnormal price decline in SGLP common units on July 18, 2008); or (ii) the issue price *minus* the greater of the sale price or \$5.88 (the closing price of SGLP common units on the date of Lead Plaintiff's Complaint, July 17, 2009).

(iv) Held as of the close of trading on July 17, 2009 and not subsequently sold, the Recognized Loss Amount shall be **the lesser of**: (i) the minimum of \$11.73 or the purchase price *minus* \$11.00 (the closing price on July 17, 2008) *plus* \$2.86 (representing the abnormal price decline in SGLP common units on July 18, 2008); or (ii) the lower of the issue price or purchase price *minus* \$5.88 (the closing price of SGLP common units on the date of Lead Plaintiff's Complaint, July 17, 2009).

#### **ADDITIONAL PROVISIONS**

17. As set forth above, the Net Settlement Fund will be allocated among all eligible Class Members who are Authorized Claimants. Each Authorized Claimant's Recognized Claim shall be the total of his, her or its Recognized Loss Amounts. **Please Note: An Authorized Claimant's Recognized Claim is not intended to be an estimate of the amount of what a Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.** The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total Recognized Claims of all Authorized Claimants (*i.e.*, "*pro rata* share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

18. If a Class Member has more than one transaction in SGLP common units during the Class Period, all purchases and sales of SGLP common units shall be matched on a First-In-First-Out ("*FIFO*") basis. Class Period sales will be matched against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

19. Purchases and sales of SGLP common units shall be deemed to have occurred on the "*contract*" or "*trade*" date as opposed to the "*settlement*" or "*payment*" date. The receipt or grant by gift, inheritance or operation of law of SGLP common units during the Class Period shall not be deemed a purchase or sale of these SGLP common units for the calculation of an Authorized Claimant's Recognized Loss Amounts nor shall such receipt or grant be deemed an assignment of any claim relating to the purchase of such SGLP common units unless (i) the donor or decedent purchased or otherwise acquired the SGLP common units during the Class Period; (ii) no Proof of Claim was submitted by or on behalf of the donor or decedent, or by anyone else with respect to such SGLP common units; and (iii) it is specifically so provided in the instrument of gift or assignment.

20. The date of covering a "*short sale*" is deemed to be the date of purchase of SGLP common units. The date of a "*short sale*" is deemed to be the date of sale of SGLP common units. However, the Recognized Loss Amount on "*short sales*" shall be \$0.00.

21. If a claimant had a market gain from his, her or its overall transactions in SGLP common units during the Class Period, the value of his, her or its Recognized Loss Amount will be \$0.00. To the extent a claimant suffered an overall market loss on his, her or its overall transactions in SGLP common units during the Class Period, but that market loss was less than the Recognized Claim calculated above, then the claimant's Recognized Claim shall be limited to the amount of the actual market loss.

22. If any funds remain in the Net Settlement Fund after the initial distribution because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution shall be redistributed to Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such redistribution based on their Recognized Claim, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund. If any funds remain in the Net Settlement Fund after such redistribution, additional redistributions shall occur thereafter in six-month intervals until Lead Counsel, in consultation with the Claims Administrator, determine that a redistribution is

not cost effective, at which time the balance of the Net Settlement Fund will be donated to non-sectarian, not-for-profit 501(c)(3) organization(s) designated by Lead Counsel subject to approval by the Court.

23. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the settling parties, or another plan of allocation, without further notice to Class Members.

## **HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM**

### **10. How Will I Receive a Payment?**

To qualify for payment, you must be an eligible Class Member and you must submit a Proof of Claim. A Proof of Claim is enclosed with this Class Notice. Read the instructions carefully, fill out the form, include all the documents the form requests, sign it, and mail it in an envelope addressed to the Claims Administrator, postmarked not later than **October 15, 2011**. Please retain a copy of everything you mail, in case the materials are lost or destroyed during shipping.

### **11. When Will I Receive My Payment?**

The Court will hold a hearing on October 5, 2011, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals, if any, can be resolved, and resolving them can take time, perhaps several years. In addition, the Claims Administrator must process all of the Proofs of Claim. The processing of the claims is complicated and will take many months. Please be patient.

### **12. What Am I Giving Up By Staying in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or the Released Persons about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you, and you will release your claims in this Litigation against the Defendants. The terms of the release are included in the Proof of Claim that is enclosed.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of the Class.

### **13. How Do I Exclude Myself from the Class?**

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from the Class in the *In re SemGroup Energy Partners, L.P., Securities Litigation*, Case No. 08-MD-1989-GKF-FHM. You must include your name, address, telephone number, your signature, and information concerning your purchase(s) of SGLP common units during the Class Period, including the number of SGLP common units purchased and/or sold and the dates of each purchase and sale. You must mail your exclusion request so that it is received no later than **September 14, 2011** to:

***SemGroup Energy Partners Securities Litigation***  
**c/o Rust Consulting, Inc.**  
**Claims Administrator**  
**P. O. Box 2466**  
**Faribault, MN 55021-9166**

\*Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

You cannot exclude yourself over the phone or by e-mail. If you ask to be excluded from the Class, you are not eligible to receive any payment from the Net Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will be able to pursue the claims that are being released in this Settlement.

Defendants shall have the option to terminate the Settlement in the event that members of the Class who would otherwise be entitled to participate in the Class, but who timely and validly request exclusion in accordance with the requirements set forth in this Class Notice, purchased in the aggregate a certain amount of SGLP common units.

### **14. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants or the Released Persons for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this Litigation against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is September 14, 2011.

### **15. If I Exclude Myself, Can I Receive a Payment from This Settlement?**

No. If you exclude yourself, do not send in a claim form. But, you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against the Defendants or the Released Persons.

## THE LAWYERS REPRESENTING YOU

### 16. Do I Have a Lawyer in This Case?

The Court appointed the law firm of Kessler Topaz Meltzer & Check, LLP to represent you and the other Class Members. These lawyers are called Lead Counsel. You will not be separately charged for these lawyers beyond your *pro rata* share of any attorneys' fees and expenses awarded by the Court that will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How Will the Lawyers Be Paid?

Lead Counsel will apply to the Court for attorneys' fees not to exceed 19% of the Settlement Amount and for reimbursement of out-of-pocket expenses advanced in connection with the Litigation up to an amount of \$450,000, plus interest on both amounts at the same rate as earned by the Settlement Fund. *Such sums as may be approved by the Court will be paid from the Settlement Fund.* Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this Litigation on behalf of Lead Plaintiff and the Class or for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may, however, award less than this amount.

The Lead Plaintiff may also make an application to the Court for reimbursement in an amount not to exceed \$25,000 for its costs and expenses (including lost wages) in connection to its representation of the Class pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 18. How Do I Tell the Court that I Do Not Like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. To object, you must send a letter saying that you object to the Settlement in the *In re SemGroup Energy Partners, L.P., Securities Litigation*, Case No. 08-MD-1989-GKF-FHM and the reasons why you object to the Settlement. Be sure to include your name, address, telephone number and your signature. You must also include information concerning your purchase(s) of SGLP common units during the Class Period and your sale(s) of such SGLP common units, including the number of SGLP common units purchased and/or sold and the dates of each purchase and sale. Any objection to the Settlement must be **received** by each of the following by **September 14, 2011**:

COURT	LEAD COUNSEL	DESIGNATED DEFENDANTS' COUNSEL
Clerk of the Court United States District Court Northern District of Oklahoma U.S. Courthouse 333 West Fourth Street Room 411 Tulsa, OK 74103	Ramzi Abadou, Esq. <b>KESSLER TOPAZ MELTZER &amp; CHECK, LLP</b> 580 California Street Suite 1750 San Francisco, CA 94104	Michael W. Youtt, Esq. <b>KING &amp; SPALDING LLP</b> 1100 Louisiana Suite 4000 Houston, TX 77002-5214

### 19. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, and/or the request for reimbursement of costs and expenses to Lead Plaintiff. You can object **only if** you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## THE COURT'S SETTLEMENT FAIRNESS HEARING

### 20. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at 9:30 a.m., on October 5, 2011, at the United States District Court for the Northern District of Oklahoma, United States Courthouse, 333 West Fourth Street Tulsa, OK 74103. At this hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate and whether the issuance, deposition, distribution, and sale of any Settlement Units is subject to exemption from registration under Section 3(a)(10) of the Securities Act of 1933, as amended. If there are objections, the Court will consider them. The Court will listen to people who have requested in

writing by September 14, 2011 to speak at the hearing. The Court may also consider Lead Counsel's application for attorneys' fees and reimbursement of expenses and the request for reimbursement of costs and expenses to Lead Plaintiff.

**21. Do I Have to Come to the Settlement Hearing?**

No. Lead Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

**22. May I Speak at the Settlement Hearing?**

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter stating your intention to appear in the *In re SemGroup Energy Partners, L.P., Securities Litigation*, Case No. 08-MD-1989-GKF-FHM. Be sure to include your name, address, telephone number, your signature, and also identify the date(s), price(s) and amount(s) of all of your purchases of SGLP common units and your sale(s) of such SGLP common units. Your notice of intention to appear must be received no later than September 14, 2011, and must be sent to the Clerk of the Court, Lead Counsel, and designated counsel for Defendants, at the addresses listed in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Class.

**IF YOU DO NOTHING**

**23. What Happens if I Do Nothing at All?**

If you do nothing, you will receive no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or the Released Persons about the same claims being released in this Settlement.

**OBTAINING MORE INFORMATION**

**24. Are There More Details About the Settlement?**

This Class Notice summarizes the proposed Settlement. More details are contained in the Stipulation. Unless otherwise noted, all terms used in this Class Notice shall have the same meanings as in the Stipulation. You can obtain a copy of the Stipulation or more information about the Settlement by visiting [www.SemGroupSecuritiesSettlement.com](http://www.SemGroupSecuritiesSettlement.com) or by writing to Lead Counsel listed above in Question 18. You can also obtain a copy of the Stipulation from the Clerk's office at the United States District Court for the Northern District of Oklahoma, U.S. Courthouse, 333 West Fourth Street, Room 411, Tulsa, OK 74103, during regular business hours.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

**SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased SGLP common units as nominee for a beneficial owner, the Court has ordered that within ten (10) calendar days after you receive this Class Notice, you must either: (1) send a copy of this Class Notice and the Proof of Claim by first class mail to all such beneficial owners; or (2) provide a list of the name and addresses of such beneficial owners to the Claims Administrator:

***SemGroup Energy Partners Securities Litigation***  
**c/o Rust Consulting, Inc.**  
**Claims Administrator**  
**P. O. Box 2466**  
**Faribault, MN 55021-9166**  
**Telephone: (888) 356-0250**

**Email: [Info@SemGroupSecuritiesSettlement.com](mailto:Info@SemGroupSecuritiesSettlement.com)**

If you choose to mail the Class Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred in connection with forwarding the Class Notice and which would not have been incurred but for the obligation to forward the Class Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: JUNE 9, 2011

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

**TABLE A**  
**SemGroup Energy Partners, L.P.**  
**Common Share Average 90 Day Lookback Price**

Date	Price	Average Price From July 18, 2008 through Date
7/18/2008	\$8.30	\$8.30
7/21/2008	\$8.50	\$8.40
7/22/2008	\$8.28	\$8.36
7/23/2008	\$8.00	\$8.27
7/24/2008	\$7.72	\$8.16
7/25/2008	\$7.55	\$8.06
7/28/2008	\$7.98	\$8.05
7/29/2008	\$8.54	\$8.11
7/30/2008	\$8.45	\$8.15
7/31/2008	\$8.72	\$8.20
8/1/2008	\$9.60	\$8.33
8/4/2008	\$9.72	\$8.45
8/5/2008	\$8.98	\$8.49
8/6/2008	\$9.50	\$8.56
8/7/2008	\$9.83	\$8.64
8/8/2008	\$10.91	\$8.79
8/11/2008	\$10.83	\$8.91
8/12/2008	\$10.80	\$9.01
8/13/2008	\$10.70	\$9.10
8/14/2008	\$9.91	\$9.14
8/15/2008	\$9.14	\$9.14
8/18/2008	\$8.50	\$9.11
8/19/2008	\$8.35	\$9.08
8/20/2008	\$8.17	\$9.04
8/21/2008	\$9.86	\$9.07
8/22/2008	\$10.14	\$9.11
8/25/2008	\$10.00	\$9.15
8/26/2008	\$10.91	\$9.21
8/27/2008	\$10.30	\$9.25
8/28/2008	\$10.38	\$9.29
8/29/2008	\$10.40	\$9.32
9/2/2008	\$10.16	\$9.35

Date	Price	Average Price From July 18, 2008 through Date
9/3/2008	\$10.44	\$9.38
9/4/2008	\$10.26	\$9.41
9/5/2008	\$10.00	\$9.42
9/8/2008	\$9.76	\$9.43
9/9/2008	\$9.30	\$9.43
9/10/2008	\$9.26	\$9.42
9/11/2008	\$8.83	\$9.41
9/12/2008	\$8.76	\$9.39
9/15/2008	\$8.24	\$9.37
9/16/2008	\$7.89	\$9.33
9/17/2008	\$7.10	\$9.28
9/18/2008	\$7.38	\$9.24
9/19/2008	\$8.39	\$9.22
9/22/2008	\$7.94	\$9.19
9/23/2008	\$7.68	\$9.16
9/24/2008	\$7.39	\$9.12
9/25/2008	\$7.53	\$9.09
9/26/2008	\$7.05	\$9.05
9/29/2008	\$5.96	\$8.99
9/30/2008	\$6.98	\$8.95
10/1/2008	\$6.64	\$8.90
10/2/2008	\$5.57	\$8.84
10/3/2008	\$5.40	\$8.78
10/6/2008	\$5.05	\$8.71
10/7/2008	\$4.26	\$8.63
10/8/2008	\$3.55	\$8.55
10/9/2008	\$3.10	\$8.45
10/10/2008	\$3.10	\$8.37
10/13/2008	\$4.23	\$8.30
10/14/2008	\$5.00	\$8.24
10/15/2008	\$3.67	\$8.17

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**IMPORTANT COURT DOCUMENTS**