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COOK Co., IL



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Eugene "Gene" Moore
Cook County Recorder of Deeds
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Prepared by: James McKellar 1700 Pacific Avenue, Suite 3300 Dallas, Texas 75201	When recorded or filed, please mail to: James McKellar Thompson & Knight LLP 1700 Pacific Avenue, Suite 3300 Dallas, Texas 75201
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FIRST AMENDMENT AND SUPPLEMENT TO AMENDED AND RESTATED DEED OF TRUST (for Missouri, Montana, Nevada, Tennessee, Texas, and Washington), AMENDED AND RESTATED MORTGAGE (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming), FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND NOTICE OF REINSCRIPTION FROM

SEMCRUDE, L.P., Tax I.D. No.: 73-1477524, Organizational I.D. No. 2527555;
SEMPIPE, L.P., Tax I.D. No.: 73-1601842, Organizational I.D. No. 14350410;
SEMFUEL, L.P., Tax I.D. No.: 76-0311015, Organizational I.D. No. 800081945;
SEMKAN, L.L.C., Tax I.D. No.: 61-1478083 (which, as an Oklahoma entity, has no Organizational I.D. Number); SEMMATERIALS, L.P., Tax I.D. No.: 57-1215443 (which, as an Oklahoma entity, has no Organizational I.D. Number); K. C. ASPHALT, L.L.C., Tax I.D. No.: 48-1275352, Organizational I.D. No. 19971173238; SEMGAS, L.P., Tax I.D. No.: 73-1611095 (which, as an Oklahoma entity, has no Organizational I.D. Number); and SEMGAS GATHERING, L.L.C., Tax I.D. No.: 20-3204263 (which, as an Oklahoma entity, has no Organizational I.D. Number).

AS MORTGAGORS, TO

PRLAP, INC., a Missouri corporation, as MISSOURI TRUSTEE
FIRST AMERICAN TITLE COMPANY, as MONTANA TRUSTEE
PRLAP, INC., a North Carolina corporation, as NEVADA TRUSTEE
PRLAP, INC., a Tennessee corporation, as TENNESSEE TRUSTEE
PRLAP, INC., a Texas corporation, as TEXAS TRUSTEE
PRLAP, INC., a Washington corporation, as WASHINGTON TRUSTEE
AND

BANK OF AMERICA, N.A., ADMINISTRATIVE AGENT

To be effective as of October 18, 2005

The Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is \$0.

yes
108
yes
cm

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THIS FIRST AMENDMENT AND SUPPLEMENT TO AMENDED AND RESTATED DEED OF TRUST (for Missouri, Montana, Nevada, Tennessee, Texas, and Washington), AMENDED AND RESTATED MORTGAGE (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming), FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND NOTICE OF REINSCRIPTION is entered into by and among SemCrude, L.P., a Delaware limited partnership ("**US Borrower**"), SemPipe, L.P., a Texas limited partnership ("**SemPipe**"), SemFuel, L.P., a Texas limited partnership ("**SemFuel**"), SemKan, L.L.C., an Oklahoma limited liability company ("**SemKan**"), SemMaterials, L.P., an Oklahoma limited partnership formerly known as SemProducts, L.P. ("**SemMaterials**"), and K. C. Asphalt, L.L.C., a Colorado limited liability company ("**KC Asphalt**"); US Borrower, SemPipe, SemFuel, SemKan, SemMaterials and KC Asphalt herein individually and collectively called the "**Existing Mortgagor**"), SemGas, L.P., an Oklahoma limited partnership ("**SemGas**"), SemGas Gathering, L.L.C., an Oklahoma limited liability company ("**SemGas Gathering**"), and Bank of America, N.A., as Administrative Agent ("**Administrative Agent**").

Recitals:

A. Reference is made to (a) that certain Amended and Restated Deed of Trust (for Missouri, Montana, Nevada, Tennessee, Texas, and Washington), Amended and Restated Mortgage (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming), Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement and Notice of Reinscription (the "**Original Mortgage**") dated effective May 31, 2005 from Existing Mortgagor to Prlap, Inc., as Missouri, Nevada, Tennessee, Texas and Washington Trustee and First American Title Company, as Montana Trustee (collectively, "**Trustee**") and Administrative Agent, recorded as shown on Annex I hereto, and (b) that certain Amended and Restated Credit Agreement (dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified from time to time among US Borrower, SemCams Midstream Company, a Nova Scotia unlimited liability company formerly known as SemCams Holding Company ("**Canadian Borrower**," and together with US Borrower, collectively the "**Borrowers**" and each individually a "**Borrower**"), SemOperating G.P., L.L.C., an Oklahoma limited liability company ("**General Partner**"), and SemGroup, L.P., an Oklahoma limited partnership ("**SemGroup**"), as guarantors (General Partner and SemGroup collectively sometimes herein called "**Parent Guarantors**"), Bank of America, N.A., as Administrative Agent and L/C Issuer, BNP Paribas and Bank of Montreal dba "Harris Nesbitt", as Co-Syndication Agents, Bank of Oklahoma, N.A. and The Bank of Nova Scotia, as Co-Documentation Agents, and the Lenders (as amended, supplemented, restated, increased, extended or otherwise modified from time to time, the "**Credit Agreement**"; terms used but not defined herein shall have the meanings given them in the Credit Agreement).

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B. The parties desire to subject certain properties of SemGas Gathering and SemGas (the "Additional Mortgagors") to the liens and security interests of the Original Mortgage. The Existing Mortgagor and the Additional Mortgagors are sometimes herein collectively called the "Mortgagor."

C. The Administrative Agent, L/C Issuer, certain Lenders, Borrowers, SemGroup and General Partner have executed that certain Amended and Restated Credit Agreement of even date herewith whereby additional indebtedness may or will be incurred by Borrowers from time to time and additional or replacement Credits (as defined in the Original Mortgage as amended hereby) may or will be issued by Borrowers.

D. Mortgagor and the Administrative Agent desire to execute this First Amendment and Supplement to Amended and Restated Deed of Trust (for Missouri, Montana, Nevada, Tennessee, Texas, And Washington), Amended and Restated Mortgage (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming), Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement and Notice of Reinscription (herein called this "First Mortgage Amendment"; the Original Mortgage as amended and supplemented by this First Mortgage Amendment is herein called the "Mortgage") in order to (a) subject additional properties to the liens and security interests of the Mortgage, (b) add the Additional Mortgagors as parties to the Mortgage, (c) reflect the additional indebtedness incurred or to be incurred, and the additional or replacement Credits (as defined in the Original Mortgage as amended hereby) executed, in connection with the Credit Agreement, and (d) further secure payment of the secured indebtedness (as defined in the Mortgage).

E. The legal descriptions of the properties to which this document, the First Mortgage Amendment, and the Original Mortgage relate in certain states are attached hereto as Exhibit A and are incorporated herein by reference.

Supplement and Amendment:

Now, therefore, to secure payment of the secured indebtedness, and the performance of the obligations, covenants, agreements, warranties and undertakings contained in the Mortgage, and in consideration of Ten Dollars and other good and valuable consideration in hand paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed and do hereby agree as follows:

1. Amendments.

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A. The term "Mortgagor" is hereby amended to mean collectively the Existing Mortgagor and the Additional Mortgagors. Unless the context clearly indicates otherwise, as used in the Mortgage and this First Mortgage Amendment, "Mortgagor" means the Existing Mortgagor and the Additional Mortgagors or any of them. The obligations of Mortgagor hereunder and under the Mortgage shall be joint and several.

B. Section 1.3 of the Original Mortgage is hereby amended in its entirety to read as follows:

"Section 1.3 Note, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of (a) all indebtedness and other obligations and liabilities of any Loan Party now or hereafter incurred or arising pursuant to the provisions of that certain Amended and Restated Credit Agreement dated as of August 27, 2004, as amended and restated by that certain Amended and Restated Credit Agreement dated March 16, 2005, as amended and restated by that certain Amended and Restated Credit Agreement dated as of October 18, 2005, and as otherwise amended, supplemented, restated, increased, extended or otherwise modified from time to time (as amended, supplemented, restated, increased, extended or otherwise modified from time to time, the "Credit Agreement") among US Borrower, SemCams Midstream Company, a Nova Scotia unlimited liability company ("Canadian Borrower," and together with US Borrower, collectively the "Borrowers" and each individually a "Borrower"), SemOperating G.P., L.L.C. ("General Partner") and SemGroup, L.P. ("SemGroup"), as guarantors (General Partner and SemGroup collectively sometimes herein called "Parent Guarantors"), Bank of America, N.A., as Administrative Agent and L/C Issuer, BNP Paribas and Bank of Montreal dba "Harris Nesbitt", as Co-Syndication Agents, Bank of Oklahoma, N.A. and The Bank of Nova Scotia, as Co-Documentation Agents, and the Lenders, including (a) loans made to Borrowers from time to time and reimbursement obligations in respect of letters of credit issued or outstanding pursuant to the Credit Agreement from time to time, up to a maximum aggregate principal amount of loans and face amount of letters of credit of \$1,700,000,000 and all interest thereon (and subject to certain rights for the Borrowers to increase such maximum aggregate principal amount and face amount up to \$1,950,000,000) including (i) those certain Working Capital Loans that may be extended to US Borrower from time to time pursuant to the Credit Agreement and which are due and payable to the order of Working Capital Lenders on or before August 27, 2008 (as from time to time so amended, supplemented, restated, increased or otherwise modified, and all such other loans given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the "Working Capital Loans"); (ii) those certain Revolver Loans that may be extended to US Borrower from time to time pursuant to the Credit Agreement and which are due and payable to the order of Revolver Lenders on or before August 27, 2008 (as from time to time so amended, supplemented, restated, increased or otherwise modified, and all such other loans given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the "Revolver Loans"); (iii) those certain US Term Loans that may be extended to US Borrower from time to time pursuant to the Credit Agreement and which are due and payable to the order of US Term Lenders on or before

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March 16, 2011 (as from time to time so amended, supplemented, restated, increased or otherwise modified, and all such other loans given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the “US Term Loans”); (iv) those certain Canadian Term Loans that may be extended to Canadian Borrower from time to time pursuant to the Credit Agreement and which are due and payable to the order of Canadian Term Lenders on or before March 16, 2011 (as from time to time amended, supplemented, restated, increased or otherwise modified, and all other loans given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the “Canadian Term Loans”); (v) all other principal, interest and other amounts which may hereafter be loaned by Administrative Agent, L/C Issuer or Lenders under or in connection with the Credit Agreement or any of the other Loan Documents, whether evidenced by a promissory note or other instrument which, by its terms, is secured hereby; (vi) all obligations and liabilities of any nature now or hereafter existing under or arising in connection with the Letters of Credit and reimbursement obligations in respect thereof, together with interest, fees and other amounts payable with respect thereto and whether such Letters of Credit are issued pursuant to the Working Capital Commitments or the L/C Branche Commitments (“L/C Obligations”); and (vii) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of any Loan Party to Administrative Agent, L/C Issuer or Lenders under documents which recite that they are intended to be secured by this Mortgage, the full and prompt payment of which has been guaranteed by Subsidiary Guarantors (as hereinafter defined) and Parent Guarantors; (b) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to (i) that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by SemPipe, Eaglwing, L.P., SemStream, L.P., SemFuel, SemGas, SemCanada, L.P., SemManagement, L.L.C., SemGas Storage, L.L.C., SemKan, SemMaterials, L.P., SemCanada II, L.P., Greyhawk Gas Storage Company, L.L.C., Steuben Development Company, L.L.C., Wyckoff Gas Storage Company, LLC, pursuant to a certain Guaranty Supplement dated May 31, 2005, by K. C. Asphalt, Chemical Petroleum Exchange, Incorporated and Halron Transport of Green Bay LLC, pursuant to a certain Guaranty Supplement dated August 1, 2005, by SemGas and SemTrucking, L.P., an Oklahoma limited partnership, pursuant to a certain Guaranty Supplement dated October 18, 2005, by SemGroup Finance Corp. and by any additional guarantors from time to time party thereto and (ii) that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Seminole Canada Energy Company, Seminole Canada Gas Company, A.E. Sharp Ltd., CEG Energy Options Inc., Central Midstream (1) Company, Central Midstream (2) Company, Central Alberta Midstream (1) Company, Central Alberta Midstream (2) Company, CAMS Midstream Services ULC, and Central Alberta Midstream and any additional guarantors from time to time party thereto (each of the entities named in this clause (b), collectively, “Subsidiary Guarantors” and each a “Subsidiary Guarantor”) in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of each Borrower under the Credit Agreement, the Credits, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (c) the due and punctual payment and performance of any

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and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Parent Guarantors in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of each Borrower under the Credit Agreement, the Credits, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (d) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by US Borrower in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of Canadian Borrower under the Credit Agreement, the Credits, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (e) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Canadian Borrower in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of US Borrower under the Credit Agreement, the Credits, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (f) all present or future Lender Swap Obligations; and (g) all present or future Secured Account Exposure. The Working Capital Loans, Revolver Loans, US Term Loans, Canadian Term Loans, L/C Obligations, Lender Swap Obligations and Secured Account Exposure are herein collectively called the "Credits".

C. All references to the terms "Working Capital Notes," "Revolver Notes," "US Term Notes," "Canadian Term Notes" and "Notes" contained in the Mortgage shall hereinafter be changed to and referred to for all purposes as the "Credits".

2. Additional Mortgagors. By executing and delivering this First Mortgage Amendment, Additional Mortgagors hereby become parties to the Original Mortgage, as amended hereby, as a Mortgagor thereunder with the same force and effect as if originally named therein as a Mortgagor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Mortgagor thereunder.

3. Grant and Mortgage. Mortgagor (upon and subject to all the terms, covenants, provisions, conditions and authorization set forth in the Original Mortgage, as amended hereby) in order to secure the payment of the secured indebtedness referred to in the Mortgage and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor described in the Mortgage, does hereby (a) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Missouri (which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Missouri corporation whose address is 101 South Tryon Street, Charlotte, North Carolina 28255, (the "Missouri

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Trustee) in trust for the benefit of and security of the Administrative Agent; (b) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Montana which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to First American Title Company whose address is 2110 Overland Ave., Billings, MT 59102, (the **"Montana Trustee"**) in trust for the benefit of and security of the Administrative Agent; (c) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Nevada which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, Inc., a North Carolina corporation whose address is 10850 White Rock Road, Suite 101, Rancho Cordova, California 95670, (the **"Nevada Trustee"**) in trust for the benefit of and security of the Administrative Agent; (d) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Tennessee which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Tennessee corporation whose address is 414 Union Street, Nashville, Tennessee 37219 (the **"Tennessee Trustee"**) in trust for the benefit of and security of the Administrative Agent; (e) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Texas which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Texas corporation whose address is 901 Main Street, Dallas, Texas 75202-3714, (the **"Texas Trustee"**) in trust for the benefit of and security of the Administrative Agent; (f) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Washington which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Washington corporation whose address is 10850 White Rock Road, Suite 101, Rancho Cordova, California 95670 (the **"Washington Trustee"**) in trust for the benefit of and security of the Administrative Agent (the Missouri Trustee, Montana Trustee, Nevada Trustee, Tennessee Trustee, Texas Trustee, and Washington Trustee are herein referred to individually and collectively as the **"Trustee"**); (g) grant to Trustee a POWER OF SALE (pursuant to this Mortgage and as allowed by applicable Law) with respect to, those of the following described properties, rights and interests which are located in (or cover properties located in) the States of Missouri, Montana, Nevada, Tennessee, Texas, and Washington (the **"Deed of Trust Mortgaged Properties"**); and (h) MORTGAGE AND WARRANT, ASSIGN, PLEDGE, HYPOTHECATE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM to Bank of America, N.A., as Administrative Agent, and grant to Administrative Agent a POWER OF SALE (pursuant to this Mortgage and as allowed by applicable Law) with respect to, all of the following described rights, interests and properties which are located in (or cover properties located in) the States of Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming (the **"Other Mortgaged Properties"**):

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(a) Those certain tracts of land, described in **Exhibit A**, attached hereto and made a part hereof, and those certain surface leases and other interests in land (the "**Surface Leases**") all as described in **Exhibit A** attached hereto and made a part hereof (such tracts of land and the lands covered by the Surface Leases being herein collectively called the "**Facility Sites**"), together with all tanks, tank batteries, injector stations, terminals, pumps, pipelines, plants, heaters, compressors, equipment and other fixtures, personal/movable property and improvements (whether now owned or hereafter acquired by operation of Law or otherwise) located on or under the Facility Sites (the "**Facility Property**") or used, held for use in connection with, or in any way related to the Pipeline Systems (as hereinafter defined), (the Facility Sites and the Facility Property are herein sometimes collectively called the "**Facilities**");

(b) The rights, interests and estates created under those certain servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other rights described in **Exhibit A**, attached hereto and made a part hereof, and all of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in any servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other rights in and to any land, in any county, parish and section shown on **Exhibit A** even though they may be incorrectly described in or omitted from such **Exhibit A**, together with any amendments, renewals, extensions, supplements, modifications or other agreements related to the foregoing, and further together with any other servitudes, easements, rights of way, privileges, prescriptions, franchises, licenses, permits and/or other rights (whether presently existing or hereafter created and whether now owned or hereafter acquired by operation of Law or otherwise) used, held for use in connection with, or in any way related to the Pipeline Systems, the Facilities, and/or pipelines transporting hydrocarbons or other goods, including crude oil, natural gas, natural gas liquids condensate, refined products or asphalt (collectively "**Products**") to, from or between Pipeline Systems and/or the Facilities (the rights, interests and estates described in this paragraph (b) are herein collectively called the "**Servitudes**");

(c) Without limitation of the foregoing, all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of Law or otherwise) in and to (i) the Facilities, the Surface Leases and/or the Servitudes, and (ii) the lands described or referred to in **Exhibit A** (or described in any of the instruments described or referred to in **Exhibit A**);

(d) Without limitation of the foregoing, all of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in and to all transportation, gathering and transmission systems located on the properties described in and/or depicted on **Exhibit A**, including, without limitation, any transportation, gathering or transmission systems located in or any county, parish, or section shown on the foregoing referenced **Exhibit A**; any leases of transportation, gathering and transmission systems, pipes or facilities described on **Exhibit A** and all pipes, valves, gauges, meters and other measuring equipment, regulators, heaters,

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extractors, tubing, pipelines, fuel lines, facilities, improvements, fittings, materials and other improvements, fixtures, equipment and/or personal/movable property (whether now owned or hereafter acquired by operation of Law or otherwise), including, without limitation, those located on or under the Servitudes, the Facilities, and/or in or on or otherwise related to the transportation, gathering and transmission systems described and/or depicted on Exhibit A (the properties, rights and interests described in this paragraph (d) are herein collectively called the "Pipeline Systems");

(e) All of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in and to all improvements, fixtures, and other real/immovable and/or personal/movable property (including, without limitation, all equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, metering stations, buildings, fittings, pipe, pipe connectors, valves, regulators, drips, storage facilities, absorbers, heaters, dehydrators, and power, telephone and telegraph lines) located on or under, or which in any way relate to, the Facilities, the Servitudes and/or the Pipeline Systems;

(f) All of Mortgagor's right, title and interest, whether presently existing or hereafter created or entered into and whether now owned or hereafter acquired by operation of Law or otherwise, in and to:

(i) all purchase, sale, gathering, processing, transportation, storage and other contracts or agreements covering or otherwise relating to the ownership or operation of the Facilities, the Servitudes, and/or the Pipeline Systems, and/or to the purchase, sale or transportation of Products, or to the separation, treatment, stabilization and/or processing of the same;

(ii) all rights, privileges and benefits under or arising out of any agreement under which any of the Property (as hereinafter defined) was acquired, including without limitation any and all representations, warranties, or covenants and any and all rights of indemnity or to rebate of the purchase price; all equipment leases, maintenance agreements, electrical supply contracts, option agreements, and other contracts and/or agreements, whether now existing or hereafter entered into, which cover, affect, or otherwise relate to the Facilities, the Servitudes, and/or the Pipeline Systems, and/or any of the Mortgaged Properties (as hereinafter defined) described above, or to the purchase, sale, transportation, gathering, separation, treatment, stabilization, dehydration, processing, delivery and/or redelivery of Products transported, gathered, separated, treated, stabilized, dehydrated, processed, delivered and/or redelivered by or in the Facilities and/or the Pipeline Systems;

(the contractual rights, contracts and other agreements described in this paragraph (f) are herein sometimes collectively called the "Contracts"); and

(g) All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties.

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TO HAVE AND TO HOLD (a) the Deed of Trust Mortgaged Properties unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust with power of sale pursuant to this Mortgage and as allowed under applicable law, however, upon the terms, provisions and conditions herein set forth and (b) the Other Mortgaged Properties unto Administrative Agent, and Administrative Agent's successors and assigns, with power of sale pursuant to this Mortgage and as allowed under applicable law for the benefit of Administrative Agent, L/C Issuer and Lenders, upon the terms, provisions and conditions herein set forth (the Deed of Trust Mortgaged Properties and the Other Mortgaged Properties are herein sometimes collectively called the "Mortgaged Properties").

A power of sale has been granted in the Mortgage. A power of sale may allow the Administrative Agent to take the Mortgaged Properties (as defined in the Mortgage) and sell it without going to court in a foreclosure action upon default by the Mortgagor under the Mortgage.

4. Grant of Security Interest. In order to further secure the payment of the secured indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements warranties and undertakings of Mortgagor under the Mortgage, Mortgagor hereby grants to Administrative Agent a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of law or otherwise) in and to all Collateral (as defined in the Original Mortgage, but after giving effect to the supplement and amendment described in Sections 6 and 7 of this First Mortgage Amendment), and all proceeds of Collateral (as used in the Original Mortgage, but after giving effect to the supplement and amendment described in Sections 6 and 7 of this First Mortgage Amendment).

5. Assignment of Rents. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Administrative Agent all rents, issues, profits, revenue, income and other benefits derived from the Mortgaged Properties, or arising from the operation thereof or from any of the Contracts (herein sometimes collectively called the "Rents"), together with the immediate and continuing right to collect and receive such Rents. Mortgagor directs and instructs any and all payors of Rents to pay to Administrative Agent all of the Rents until such time as such payors have been furnished with evidence that all secured indebtedness has been paid and that this Mortgage has been released. Mortgagor agrees that no payors of Rents shall have any responsibility for the application of any funds paid to Administrative Agent. To the extent that any of the Rents constitute present or future leases of or rents from immovable property located in the State of Louisiana, and in order to further secure the payment of the secured indebtedness, Mortgagor does hereby collaterally assign, transfer and set over to Administrative Agent all such leases and rents, up to a maximum amount outstanding at any time or from time to time of Two Billion Seven Hundred Million Dollars (\$2,700,000,000); pursuant to the provisions of La. R.S. 9:4401 and other provisions of Law, upon the occurrence of a default hereunder, this collateral assignment shall become absolute.

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6. Supplement to Mortgage Exhibits. To the extent that this First Mortgage Amendment amends the Original Mortgage, Exhibit A to the Original Mortgage is hereby supplemented and amended by adding thereto Exhibit A to this First Mortgage Amendment. All references in the Mortgage to "Exhibit A" (including, without limitation, references to Exhibit A used in the definition of the terms "Deed of Trust Mortgaged Properties", "Other Mortgaged Properties" and "Mortgaged Properties" set forth in the Original Mortgage) shall refer collectively to Exhibit A to the Original Mortgage as supplemented and amended by adding thereto Exhibit A to this First Mortgage Amendment. To the extent that this First Mortgage Amendment amends the Original Mortgage, Annex I to the Original Mortgage is hereby supplemented and amended by adding thereto Annex I to this First Mortgage Amendment. All references in the Mortgage to "Annex I" shall refer collectively to Annex I to the Original Mortgage as supplemented and amended by adding thereto Annex I to this First Mortgage Amendment. Any representations or warranties of Mortgagor made in the Original Mortgage with respect to the Mortgaged Properties shall also apply to the Mortgaged Properties described in this First Mortgage Amendment.

7. Definitions. To the extent that this First Mortgage Amendment amends the Original Mortgage, henceforth all references to the terms "Deed of Trust Mortgaged Properties", "Other Mortgaged Properties", "Surface Leases", "Facility Sites", "Facility Property", "Facilities", "Products", "Servitudes", "Pipeline Systems", "Contracts" and "Mortgaged Properties" contained in the Mortgage shall include not only those rights, interests and properties which were included in such definitions prior to the execution of this First Mortgage Amendment but also the Deed of Trust Mortgaged Properties, Other Mortgaged Properties, Surface Leases, Facility Sites, Facility Property, Facilities, Products, Servitudes, Pipeline Systems, Contracts and Mortgaged Properties hereunder. Henceforth, all references to the terms "Payments in Lieu", "Collateral" and "the proceeds of the Collateral" contained in the Mortgage shall include not only those properties, rights, interests, collateral and proceeds which were included within the scope of such definitions prior to the execution of this First Mortgage Amendment but also the Payments in Lieu, Collateral, and proceeds of the Collateral hereunder. Henceforth all references to the term "Property" contained in the Mortgage shall include not only those properties, rights, interests, collateral and proceeds which were included in such definition prior to the execution of this First Mortgage Amendment but also the Property hereunder.

8. Effect of Amendment. To the extent that this First Mortgage Amendment amends the Original Mortgage, except as expressly amended hereby, the Original Mortgage shall remain in full force and effect. Nothing in this First Mortgage Amendment releases any right, claim, lien, security interests or entitlement of Trustee or Administrative Agent created by or contained in the Original Mortgage or releases Mortgagor from any covenant, warranty or obligation created by or contained in the Original Mortgage. To the fullest extent permitted by applicable law, this First Mortgage Amendment is intended by the parties to have, and shall have, the same dignity and priority as the Original Mortgage as originally recorded.

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9. Scope of Amendment. To the extent that this First Mortgage Amendment amends the Original Mortgage, the Original Mortgage and this First Mortgage Amendment are together a deed of trust and mortgage of both real/immovable and personal/movable property, a security agreement, and a financing statement and assignment, and also covers proceeds and fixtures and all rights as set out herein.

10. Effective as a Financing Statement. This Mortgage covers goods which are or are to become fixtures related to the real/immovable property described herein, and this Mortgage shall be effective as a financing statement filed as a fixture filing (within the meaning of the applicable UCC) with respect to all goods which are or are to become fixtures with respect to the Mortgaged Properties. This Mortgage is to be filed for record in the real/immovable property records of each county and parish where any part of the Mortgaged Properties is situated and may also be filed in the offices of the Bureau of Land Management, the General Land Office, or the Minerals Management Service or any relevant federal or state agency (or any successor agencies). This Mortgage shall also be effective as a financing statement covering any other Property which is or is to become fixtures and may be filed in any other appropriate filing or recording office, including, but not limited to, with the clerk of any Louisiana parish for filing in the central registry of the State of Louisiana, as well as in any appropriate office(s) of any jurisdiction in order to perfect the security interests in the Property which is or is to become fixtures. The information provided in this section is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. The mailing address of Mortgagor is the address of Mortgagor set forth at the end of the Mortgage and the address of Administrative Agent from which information concerning the security interests hereunder may be obtained is the address of Administrative Agent set forth at the end of the Mortgage. Nothing contained in this paragraph shall be construed to limit the scope of this Mortgage nor its effectiveness as a financing statement covering any type of Property.

11. Counterparts. This First Mortgage Amendment may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of **Exhibit A** and/or **Annex I** which contains descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of **Exhibit A** and/or **Annex I** shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this First Mortgage Amendment containing the entire **Exhibit A** and **Annexes I** and **II** have been retained by Mortgagor and Administrative Agent. A counterpart of the First Mortgage Amendment, with complete **Exhibit A** (as it relates to Mortgaged Properties located in the State of Kansas) and **Annex I** attached, shall be recorded in Sedgwick County, Kansas and an additional counterpart of the First Mortgage Amendment, with complete **Exhibit A** (as it relates to Mortgaged Properties in the State of Louisiana) and **Annexes I** and **II** attached shall be recorded in Terrebonne Parish, Louisiana. The counterpart of this First Mortgage

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Amendment which is to be filed in Muskogee County, Oklahoma, Pittsburg County, Oklahoma, McIntosh County, Oklahoma, Decatur County, Tennessee and Cook County, Illinois may have attached hereto as Exhibit B a true and accurate copy of the Original Mortgage (without exhibits) so that the entire Mortgage, to the extent affecting properties in such counties, will be available in the real property records of such counties.

12. Ratification and Reinscription of Mortgage. To the extent that this First Mortgage Amendment amends the Original Mortgage, the Mortgage is hereby ratified, adopted, confirmed, reinscribed and renewed, except to the extent of any releases in writing by the Administrative Agent, which were delivered to Mortgagor prior to the date hereof. All representations, warranties and covenants of Mortgagor in the Original Mortgage, including, but not limited to, confessions of judgment, are hereby repeated, remade and incorporated herein by this reference for the benefit of Administrative Agent on and as of the date hereof, except to the extent changed by the transactions contemplated by this First Mortgage Amendment.

13. Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Trustee and Administrative Agent and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. All references in this First Mortgage Amendment to Mortgagor, Trustee or Administrative Agent shall be deemed to include all such successors and assigns.

14. Appearance, Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this First Mortgage Amendment. Mortgagor attaches to counterparts hereof being recorded in Louisiana, as Annex II, certified resolutions of the members of the management committee of the general partner of each Mortgagor or of general partner of the sole member of each Mortgagor, as applicable, authorizing the execution and delivery of this First Mortgage Amendment.

15. Paraph. Mortgagor acknowledges that no promissory note or other obligation has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

16. Miscellaneous. This First Mortgage Amendment shall be considered a Loan Document as such term is defined in the Mortgage, and as such term is defined in the Credit Agreement.

17. Governing Law. This First Mortgage Amendment shall be governed by and construed in accordance with the laws applicable to the Original Mortgage.

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18. Indebtedness Secured by Tennessee Properties. Notwithstanding any provision herein to the contrary, the outstanding indebtedness secured by the properties located in Tennessee and secured by this Mortgage shall not, at any time, exceed an aggregate amount of \$10,000,000. Borrower paid the applicable indebtedness tax relating to this \$10,000,000 indebtedness in connection with recording the Original Mortgage in Shelby County, Tennessee.

19. Incorporation of Terms. As referenced in paragraph 3 above, this First Mortgage Amendment constitutes the creation of a new deed of trust or mortgage lien, as applicable, on certain property described in more detail on Exhibit A attached hereto. Attached hereto as Exhibit B is a true and correct copy of the Original Mortgage executed between Mortgagor and Administrative Agent. To the extent that this First Mortgage Amendment constitutes the creation of a new deed of trust or mortgage, the terms and conditions of the Original Mortgage are hereby incorporated by reference in their entirety as a part of this First Mortgage Amendment. Accordingly, the substantive rights and obligations of the parties shall be governed by the terms and conditions of the Original Mortgage, as said terms and conditions are further amended by this First Mortgage Amendment.

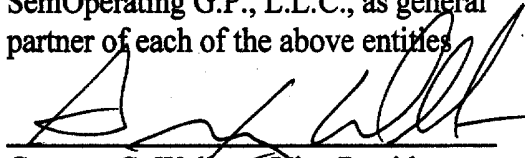
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IN WITNESS WHEREOF, Mortgagor, acting by and through its duly authorized officer, has executed this First Mortgage Amendment on the date of its acknowledgment.

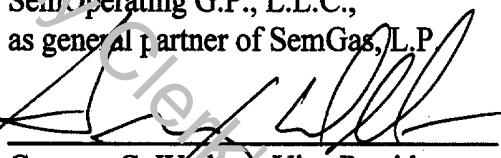
SEMCRUDE, L.P.
SEMPIPE, L.P.
SEMFUEL, L.P.
SEMMATERIALS, L.P.
SEMGAS, L.P.

By: SemOperating G.P., L.L.C., as general partner of each of the above entities

By: 
Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C.

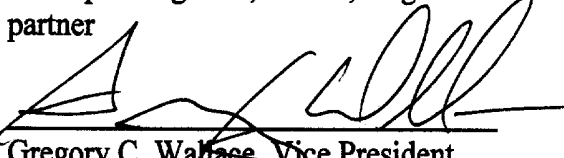
SEMKAN, L.L.C.
SEMGAS GATHERING, L.L.C.

By: SemGas, L.P., its sole member
By: SemOperating G.P., L.L.C., as general partner of SemGas, L.P.

By: 
Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C.

K. C. ASPHALT, L.L.C.

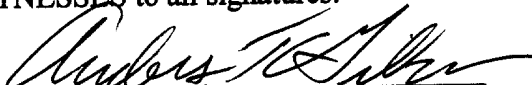
By: SemMaterials, L.P., its sole member and manager
By: SemOperating G.P., L.L.C., its general partner


By: 
Gregory C. Wallace, Vice President and Secretary

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WITNESSES to all signatures:


Printed Name: Anders T. Gibson


Printed Name: Susan Rainbolt

The address of Administrative Agent is:
100 Federal Street
Boston, MA 02110

The address of Mortgagor is:
Two Warren Place
6120 South Yale Avenue
Suite 700
Tulsa, OK 74136

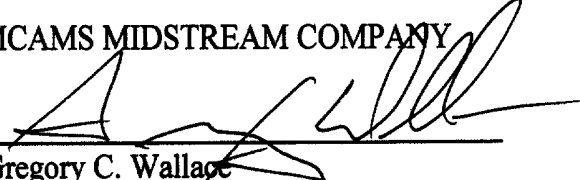
The address of Trustee is:
101 South Tryon Street
Charlotte, North Carolina 28255

Property of Cook County Clerk's Office

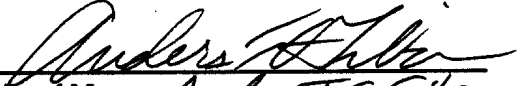
UNOFFICIAL COPY

SEMCAMS MIDSTREAM COMPANY

By:


Gregory C. Wallace
Vice President and Secretary

WITNESSES:



Printed Name: Anders T.C. Gibson


Printed Name: Susan Rainbolt

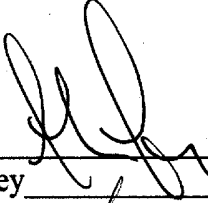
Property of Cook County Clerk's Office

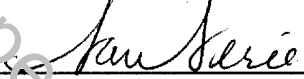
UNOFFICIAL COPY

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Terrence Ronan
Title: Managing Director

WITNESSES:


Name: Adam Fey


Name: Sandra Serio

The address of Administrative Agent is:
100 Federal Street
Boston, MA 02110

The address of Mortgagor is:
Two Warren Place
6120 South Yale Avenue
Suite 700
Tulsa, OK 74136

The address of Trustee is:
101 South Tryon Street
Charlotte, North Carolina 28255

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

(SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., and SemMaterials, L.P, SemGas, L.P.)

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 17 day of October 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of each of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., SemMaterials, L.P., and SemGas, L.P., each such partnership being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas,
Colorado, Idaho,
Illinois, Indiana,
Kansas, Montana,
Nevada, Oklahoma,
Tennessee, Texas,
Washington,
Wisconsin, or
Wyoming

The foregoing instrument was acknowledged before me on this 17 day of October, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of each of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., SemMaterials, L.P., and SemGas, L.P. on behalf of said partnerships.

Louisiana

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the above-stated company, general partner of the above-stated partnerships, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company, in its capacity as the general partner of said partnerships, by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after

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reading of the whole.

Missouri

On this 17 day of October 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemOperating G.P., L.L.C., the general partner of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., SemMaterials L.P., and SemGas, L.P., and that said instrument was signed on behalf of said limited liability company, on behalf of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., SemMaterials, L.P., and SemGas, L.P., and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company on behalf of said limited partnerships.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of each of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P. SemMaterials, L.P., and SemGas, L.P., on behalf of said partnerships, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

[STAMP]

Susan Leahy
NOTARY PUBLIC, in and for the State of Texas
residing at Dallas TX 75218



Printed Name: Susan Leahy

My commission expires: _____

My commission number: _____

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(SemKan, L.L.C. and SemGas Gathering, L.L.C.)

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 11 day of October, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemGas, L.P., the sole member of SemKan, L.L.C. and SemGas Gathering, L.L.C., each such limited liability company being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas,
 Colorado, Idaho,
 Illinois, Indiana,
 Kansas, Montana,
 Nevada, Oklahoma,
 Tennessee, Texas,
 Washington,
 Wisconsin, or
 Wyoming

The foregoing instrument was acknowledged before me on this 17 day of October, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemGas, L.P., the sole member of SemKan, L.L.C. and SemGas Gathering, L.L.C., on behalf of said limited liability companies.

Louisiana

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the said SemOperating G.P., L.L.C., general partner of the said SemGas, L.P., the sole member of the said SemKan, L.L.C. and SemGas Gathering, L.L.C., who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said limited liability company, SemOperating G.P., L.L.C., in its capacity as the general partner of the sole member of said limited liability companies, SemKan, L.L.C. and SemGas Gathering, L.L.C., by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my

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presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 17 day of October, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemOperating G.P., L.L.C., the general partner of SemGas, L.P., the sole member of SemKan, L.L.C and SemGas Gathering, L.L.C., and that said instrument was signed on behalf of said limited liability company, on behalf of SemGas, L.P., on behalf of SemKan, L.L.C. and SemGas Gathering, L.L.C., and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company on behalf of said limited liability companies.

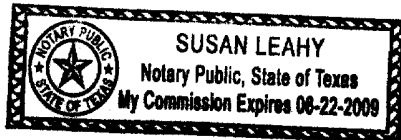
Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemGas, L.P., the sole member of SemKan, L.L.C. and SemGas Gathering, L.L.C., on behalf of said limited liability company, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

[STAMP]

Susan Leahy
NOTARY PUBLIC, in and for the State of Texas
residing at Dallas, TX 75218



Printed Name: Susan Leahy

My commission expires: _____

My commission number: _____

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ACKNOWLEDGMENT (K. C. Asphalt, L.L.C.)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 17 day of October, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., an Oklahoma limited partnership, the sole member and manager of K. C. Asphalt, L.L.C., a Colorado limited liability company, such Colorado limited liability company being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas,
Colorado, Idaho,
Illinois, Indiana,
Kansas, Montana,
Nevada, Oklahoma,
Texas, Washington,
Wisconsin, or
Wyoming

The foregoing instrument was acknowledged before me on this 17 day of October, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., the sole member and manager of K. C. Asphalt, L.L.C., a Colorado limited liability company.

Louisiana

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the said SemOperating G.P., L.L.C., general partner of the said SemMaterials, L.P., the sole member and manager of the said K. C. Asphalt, L.L.C., who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said limited liability company, SemOperating G.P., L.L.C, in its capacity as the general partner of the sole member and manager of the said limited liability company, K. C. Asphalt, L.L.C., by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have

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signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 17 day of October, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., the sole member and manager of K. C. Asphalt, L.L.C., a Colorado limited liability company, and that said instrument was signed in behalf of said limited liability company, on behalf of SemMaterials, L.P., on behalf of K. C. Asphalt, L.L.C., and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company on behalf of said limited partnership on behalf of said limited liability company.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., the sole member and manager of K. C. Asphalt, L.L.C., an Colorado limited liability company, on behalf of said limited liability company, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

[STAMP]

Susan Leahy
NOTARY PUBLIC, in and for the State of Texas
residing at Dallas, TX 75218



Printed Name: Susan Leahy

My commission expires: _____

My commission number: _____

UNOFFICIAL COPY**CANADIAN BORROWER ACKNOWLEDGMENT**

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 17 day of October, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, such unlimited liability company being a party to the foregoing instrument.

Arkansas,
 Colorado, Idaho,
 Illinois, Indiana,
 Kansas, Montana,
 Nevada, Oklahoma,
 Texas, Washington,
 Wisconsin, or
 Wyoming
 Louisiana

The foregoing instrument was acknowledged before me on this 17 day of October, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, on behalf of said unlimited liability company.

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the above-stated company, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company by authority of such company's board of directors, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 17 day of October, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, and that said instrument was signed on behalf of said company, and

UNOFFICIAL COPY

said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said company.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

[STAMP]

Susan Leahy
Full Name: Susan Leahy
NOTARY PUBLIC, in and for the State of Texas, residing at
Dallas, TX 75218
My commission expires: _____
My commission number: _____



Property of Cook County Clerk's Office

UNOFFICIAL COPY**ADMINISTRATIVE AGENT ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS §
 COUNTY OF SUFFOLK §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 17th day of October, 2005, there personally appeared before me: Terrence Ronan, Managing Director of Bank of America N.A., such bank being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said bank, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas,
 Colorado, Idaho,
 Illinois, Indiana,
 Kansas, Nevada,
 Oklahoma, Texas,
 Washington,
 Wisconsin, or
 Wyoming

The foregoing instrument was acknowledged before me on this 17th day of October, 2005, by Terrence Ronan, as Managing Director of Bank of America, N.A., as Administrative Agent on behalf of said bank.

Louisiana

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the above-stated company, Terrence Ronan of the said bank, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company, in its capacity as Managing Director of said bank, by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Administrative Agent and me, Notary Public, after reading of the whole.

Missouri

On this 17th day of October, 2005, before me, a Notary Public in and for said State, personally appeared Terrence Ronan, to me personally known, who being by me duly sworn did say that he is the Managing Director of Bank of America, N.A., and that said instrument was signed in behalf of said bank, and said Terrence Ronan acknowledged

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to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said bank.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Terrence Ronan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Managing Director of Bank of America, N.A. on behalf of said bank, the within named Administrative Agent, and that Terrence Ronan as such Managing Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank as Terrence Ronan, Managing Director of Bank of America, N.A.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Boston, Suffolk County, Massachusetts, on the day and year first above written.

Kristen J. Mastrodomenico

NOTARY PUBLIC, in and for the State of Massachusetts, residing at Chelsea, MA _____

[STAMP]

Printed Name: Kristen J. Mastrodomenico

My commission expires: October 31, 2008 _____

My commission number: _____

**WHEN RECORDED OR FILED, PLEASE MAIL TO AND THIS DOCUMENT PREPARED BY:
James McKellar, Thompson & Knight, LLP, 1700 Pacific Avenue, Suite 3300, Dallas, Texas 75201**

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ANNEX I

This First Mortgage Amendment encumbers those certain tracts of land described in:

1. Amended and Restated Deed of Trust, Mortgage, Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement and Notice of Reinscription by and Among **SemCrude, L.P., SemPipe, L.P., SemFuel, SemKan, L.L.C. and Semproducts, L.P.**, (*Kansas, Louisiana, Oklahoma & Texas*) dated effective as of **March 16, 2005**

Recording Jurisdiction

Recording Data

Barber County, Kansas

Book 175, Page 117
Recorded 03/29/05

Barton County, Kansas

Book 612, Page 6667
Recorded 03/29/05

Butler County, Kansas

Mortgage #638
Book 1320, Page 196
Recorded 03/29/05

Ellis County, Kansas

Book 616, Page 1
Recorded 03/29/05

Edwards County, Kansas

Book 76, Page 55
Recorded 03/25/05

Greenwood County, Kansas

Mtg Book 283, Page 395
Recorded 03/25/05

Harper County, Kansas

Book 131, Page 1054
Recorded 03/29/05

Harvey County, Kansas

Document #104311
Book 492, Page(s) 141-212
Recorded 04/14/05

Haskell County, Kansas

Volume 175, Page(s) 409-473
Recorded 03/28/05
(Affidavit Recorded Separately)
Affidavit – Volume 175, Page(s)
474-495

Hodgeman County, Kansas

Book 58, Page 54
Recorded 03/28/05

Kingman County, Kansas

Mtg. Book 255, Page 38
Recorded 03/29/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Kiowa County, Kansas

Book 74, Page 1535

Recorded 03/24/05

Morton County, Kansas

Book 135, Page 617

Recorded 03/28/05

Ness County, Kansas

Book 292, Page 313

Recorded 03/30/05

Norton County, Kansas

Book 138A, Page(s) 501-565

Filed 03/24/05

Pawnee County, Kansas

Document #2005-439

Book 191 of Mtgs., Page 131

Recorded 03/25/05

Pratt County, Kansas

Book 302, Page 316

Recorded 03/28/05

Reno County, Kansas

Multi County Mortgage

Book 800, Page 379

Recorded 04/01/05

Assignment Leases & Rents

Book 396, Page 358

Recorded 04/01/05

Rice County, Kansas

Document #200500837

Mrtg. #106

Book Mtg. 268, Page 703

Recorded 03/29/05

Rooks County, Kansas

Book 346, Page 192

Recorded 03/25/05

Rush County, Kansas

Book 69 of Mtge., Page 561

Recorded 03/28/05

Sedgwick County, Kansas

Document #/Flm-Pg. 28659186

Recorded 03/25/05

Seward County, Kansas

Document #840

Volume 577, Page 315

Filed 03/25/05

Stafford County, Kansas

Book 184, Page 487

Recorded 03/28/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Sumner County, Kansas

Book 0681, Page 0131

Recorded 03/31/05

Trego County, Kansas

Book 131, Page 119

Recorded 03/28/05

Cameron Parish, Louisiana

File #291547

Conveyance Book 1000

Mortgage Book 301

Recorded 03/21/05

Terrebonne Parish, Louisiana

File #1205022

Book 1752, Page 189

Recorded 03/22/05

Vermilion Parish, Louisiana

Document #20503022

in Mtg. Book

Recorded 03/21/05

Alfalfa County, Oklahoma

Document #030922

Book 581, Page 79

Recorded 03/22/05

Beaver County, Oklahoma

Document #1-2005-000847

Book 1133, Page(s) 0147-0211

Recorded 03/22/05

Caddo County, Oklahoma

Instrument #200500003079

Book Amended Mtg.

Volume 25/2m Pages 768-840

Recorded 03/22/05

Canadian County, Oklahoma

Document #R 2005 6230

Book RB 3039, Pages 917-981

Recorded 03/22/05

Cleveland County, Oklahoma

Document #R 2005 11607

Book RB 3970, Page(s) 1227-1311

Recorded 03/22/05

Creek County, Oklahoma

Document #05 4205

Book 562, Page(s) 269-422

Filed 03/24/05

Garfield County, Oklahoma

Document #3164

Book 1749, Page 288

Recorded 03/22/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Garvin County, Oklahoma

Document #1-2005-002330
Book 1728, Page 827
Recorded 03/22/05

Kay County, Oklahoma

Document #1-2005-002486
Book 1309, Page(s) 0061-0183
Recorded 03/29/05

Kingfisher, Oklahoma

Document #1148
Book 2000, Page 001
Recorded 03/22/05

Lincoln County, Oklahoma

Document #02940
Book 1638, Page 264
Filed 03/25/05

Major County, Oklahoma

Document #1-2005-004399
Book 1625, Page 0437-0501
Recorded 03/22/05

McClain County, Oklahoma

Document #1-2005-002189
Book 1739, Page 503
Recorded 03/22/05

Murray County, Oklahoma

Document #1-2005-000891
Book 0763, Page 214
Recorded 03/22/05

Noble County, Oklahoma

Document #2005-874
Volume 605, Page(s) 205-315
Recorded 03/22/05

Okfuskee County, Oklahoma

Document #381213
Book 967, Page 804
Recorded 03/22/05

Oklahoma County, Oklahoma

Document #2005043383
Book 9654, Page(s) 220-284
Recorded 03/28/05

Pawnee County, Oklahoma

Document #0929
Book 595, Page 182
Recorded 03/22/05

Payne County, Oklahoma

Document #1-2005-004788
Book 1559, Page(s) 0869-1014
Recorded 04/06/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Pottawatomie County, Oklahoma

Instrument #200500003983
Recorded 03/22/05

Rogers County, Oklahoma

Document #005018
Volume 1664 Page 501
Recorded 03/22/05

Seminole County, Oklahoma

Document #2062
Book 2692, Page 1
Recorded 03/24/05

Stephens County, Oklahoma

Document #73-3404
Book 3121, Page 19
Recorded 03/23/05

Texas County, Oklahoma

Document #2005-677654
Book 1112, Page 572
Recorded 03/23/05

Tulsa County, Oklahoma

Document #2005060417
Recorded 05/26/05

Anderson County, Texas

Instrument #0502082
Volume 1898, Page 0103
Recorded 03/17/05

Austin County, Texas

Document #051596
Recorded 03/17/05

Brazoria County, Texas

Document #2005014862
Recorded 03/17/05

Camp County, Texas

File #17,499
Volume 196, Page 126
Recorded 03/17/05

Cherokee County, Texas

Document #00536877
Book OR, Vol. 1709 Page 746
Recorded 03/17/05

Fort Bend County, Texas

Document #2005032786
Recorded 03/23/05

Franklin County, Texas

Document #101772
Volume 126, Page 283
Recorded 03/17/05

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Galveston County, Texas

Document #GAC 2005016774
Recorded 03/17/05

Gregg County, Texas

Document #GCC 200505694
Recorded 03/17/05

Harris County, Texas

Document #Y331365
Microfilm #RP 002-90-0206
Recorded 03/17/05

Hopkins County, Texas

Document #1764
Volume 522, Page 248
Filed 03/17/05

Montgomery County, Texas

Document #2005-027562
Microfilm #784-10-0474
Recorded 03/17/05

Moore County, Texas

Document #155348
Book 600, Page 393
Recorded 03/29/05

Potter County, Texas

Document #01047425
Volume 3582, Page 525
Recorded 03/17/05

Rusk County, Texas

Document #009500
Volume 2539, Page 062
Recorded 03/17/05

Smith County, Texas

Document #2005-R0013005
Volume 7745, Page 002
Recorded 03/17/05

Titus County, Texas

Document #001640
Volume 1708, Page 165
Recorded 03/17/05

Upshur County, Texas

Document #200502200
Recorded 03/17/05

Waller County, Texas

Document #501977
Volume 0885, Page 486
Recorded 03/17/05

Wood County, Texas

Document #00033296
Book 02066, Page 00577
Recorded 03/17/05

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2. Amended and Restated Deed of Trust, Mortgage, Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement and Notice of Reinscription by and Among **SemCrude, L.P., SemPipe, L.P., SemFuel, SemKan, L.L.C. and Semproducts, L.P.**, (*Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Missouri, Montana, Nevada, Oklahoma, Texas, Wisconsin & Wyoming*) dated effective as of **May 31, 2005**

Recording Jurisdiction**Recording Data**

Pulaski County, Arkansas

Document #2005047639
Recorded 06/07/05

Adams County, Colorado

Document #20050606000592940
Recorded 06/06/05

Mesa County, Colorado

Document #2257581
Book 3913, Page 210
Recorded 06/06/05

Pueblo County, Colorado

Document #1623371
Recorded 06/06/05

Ada County, Idaho

Document #105071967
Recorded 06/03/05

Peoria County, Illinois

Document #05-20529
Recorded 06/29/05

Kosciusko County, Indiana

Document #200500007798
Recorded 06/03/05

Barber County, Kansas

Book 176, Page 323
Recorded 07/11/05

Barton County, Kansas

Book 612, Page 8761
Recorded 07/08/05

Butler County, Kansas

Mortgage #1798
Book 1339, Page 1572
Recorded 07/08/05

Edwards County, Kansas

Book 77, Page 25
Recorded 07/05/05

Ellis County, Kansas

Book 623, Page 733
Recorded 07/08/05

Ford County, Kansas

Book 333 at Mtgs, Page 662
Recorded 07/08/05

Greenwood County, Kansas

Mtg. Book 285, Page 187
Recorded 07/07/05

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Harper County, Kansas

Book 132, Page 173
Recorded 07/12/05

Harvey County, Kansas

Document #106170
Mrtg. Book 497, Page 439
Recorded 07/15/05

Haskell County, Kansas

Book 176, Page 233
Recorded 06/13/05

Hodgeman County, Kansas

Book 59, Page 15
Recorded 07/12/05

Kingman County, Kansas

Mtg. Book 257, Page 44
Recorded 07/08/05

Kiowa County, Kansas

Book 74, Page 1574
Recorded 07/05/05

Morton County, Kansas

Book 137, Page 399
Recorded 07/05/05

Ness County, Kansas

Book 294, Page 411
Recorded 07/11/05

Norton County, Kansas

Book 140A, Page 179
Recorded 07/08/05

Pawnee County, Kansas

Document #2005-955
Mtge. Book 192, Page 24
Recorded 07/06/05

Pratt County, Kansas

Book 305, Page 565
Recorded 07/05/05

Reno County, Kansas

Mortgage:
Book 802, Page 425
Recorded 07/13/05

Assignment of Rents & Leases:

Book 399, Page 357
Recorded 07/13/05

Rice County, Kansas

Document #200501932
Mrtg. #268
Mtg. Book 270, Page 588
Recorded 07/08/05

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Rooks County, Kansas

Book 349, Page 130
Recorded 07/08/05

Rush County, Kansas

Book 70 of Mtge., Page 52
Recorded 07/05/05

Saline County, Kansas

Book 1113, Page 1
Recorded 09/15/05

Sedgwick County, Kansas

Doc#/FLM-PG 28693570
Recorded 07/18/05

Seward County, Kansas

Document #1880
Vol. 580, Page 779
Recorded 07/08/05

Stafford County, Kansas

Book 186, Page 298
Recorded 07/08/05

Sumner County, Kansas

Photo Book 690, Page 210
Recorded 07/18/05

Trego County, Kansas

Book 132 of Records, Page 593
Recorded 07/08/05

Cameron Parish, Louisiana

Document #292956
Conveyance Book 1003
Mortgage Book 303
Recorded 06/07/05

Terrebonne Parish, Louisiana

File #1212105
Book 1779, Page 459
Recorded 06/14/05

Vermilion Parish, Louisiana

Document #20506512
Mortgage Book
Recorded 06/07/05

New Madrid County, Missouri

Book 669, Page 30
Recorded 07/07/05

Pettis County, Missouri

Document #2005-3838
Recorded 06/08/05

Yellowstone County, Montana

Document #3335342
Recorded 06/03/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Clark County, Nevada

Document #20050606-0000439
Recorded 06/06/05

Alfalfa County, Oklahoma

Document #031489
Book 582, Page 763
Recorded 06/07/05

Beaver County, Oklahoma

Document #1-2005-001682
Book 1137, Page 93
Recorded 06/08/05

Caddo County, Oklahoma

Document #200500005844
Vol. 2532, Page 431
Recorded 06/08/05

Canadian County, Oklahoma

Document #R 2005 13310
Book RB 3068, Page 1000
Recorded 06/07/05

Cleveland County, Oklahoma

Document #R 2005 24675
Book RB 4010, Page 686
Recorded 06/07/05

Comanche County, Oklahoma

Document #2005011725
Book 4698, Page 1
Recorded 06/10/05

Creek County, Oklahoma

Document #05 8753
Book 569, Page 1657
Recorded 05/15/05

Garfield County, Oklahoma

Document #6230
Book 1760, Page 232
Recorded 06/08/05

Garvin County, Oklahoma

Document #1-2005-004634
Book 1736, Page 658
Recorded 06/07/05

Kay County, Oklahoma

Document #1-2005-005029
Book 1317, Page 683
Recorded 06/14/05

Kingfisher, Oklahoma

Document #2240
Book 2012, Page 171
Recorded 06/07/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Lincoln County, Oklahoma

Document #05478
Book 1647, Page 499
Recorded 06/08/05

Major County, Oklahoma

Document #1-2005-005299
Book 1631, Page 456
Recorded 06/07/05

McClain County, Oklahoma

Document #1-2005-004779
Book 1749, Page 449
Recorded 06/07/05

Murray County, Oklahoma

Document #1-2005-001892
Book 774, Page 94
Recorded 06/07/05

Noble County, Oklahoma

Document #2005-1702
Book 608, Page 573
Recorded 06/07/05

Okfuskee County, Oklahoma

Document #382569
Book 971, Page 683
Recorded 06/08/05

Oklahoma County, Oklahoma

Document #000165
Book 9745, Page 1162
Recorded 06/15/05

Pawnee County, Oklahoma

Document #1909
Book 598, Page 245
Recorded 06/08/05

Payne County, Oklahoma

Document #1-2005-008407
Book 1572, Page 767
Recorded 06/07/05

Pottawatomie County, Oklahoma

Document #200500007856
Recorded 06/07/05

Rogers County, Oklahoma

Document #010051
Vol. 1684, Page 776
Recorded 06/07/05

Seminole County, Oklahoma

Document #4148
Book 2712, Page 92
Recorded 06/07/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Stephens County, Oklahoma

Document #73-7128
Book 3163, Page 4
Recorded 06/07/05

Texas County, Oklahoma

Document #2005-678773
Book 1117, Page 10
Recorded 06/07/05

Tulsa County, Oklahoma

Document #2005071877
Recorded 06/22/05

Shelby County, Tennessee

Document #05086979
Recorded 06/06/05

Anderson County, Texas

Document #0504675
Vol. 1911, Page 553
Recorded 06/06/05

Austin County, Texas

Document #053351
Recorded 06/06/05

Brazoria County, Texas

Document #2005031465
Recorded 06/06/05

Camp County, Texas

File #18,287
Vol. 200, Page 478
Recorded 06/06/05

Cherokee County, Texas

Document #00539533
OR Book, Vol. 1723, Page 180
Recorded 06/06/05

Fort Bend County, Texas

Document #2005064877
Recorded 06/06/05

Franklin County, Texas

Document #102878
Vol. 131, Page 329
Recorded 06/06/05

Galveston County, Texas

Document #GAC 2005036889
Recorded 06/06/05

Gregg County, Texas

Document # GCC 200512335
Recorded 06/06/05

Harris County, Texas

Document #Y519929
Microfilm #200872971
Recorded 06/07/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Hopkins County, Texas

Document #3562
Vol. 532, Page 1
Recorded 06/06/05

Lubbock County, Texas

Vol. 9878, Page 1
Recorded 06/03/05

Montgomery County, Texas

Document #2005-058884
Microfilm #838-10-0359
Recorded 06/06/05

Moore County, Texas

Document #156211
Book 604, Page 542
Recorded 06/14/05

Potter County, Texas

Document #01052832
Vol. 3611, Page 485
Recorded 06/06/05

Rusk County, Texas

Document #013230
Vol. 2559, Page 43
Recorded 06/06/05

Smith County, Texas

Document #2005-R0027265
Vol. 7808, Page 291
Recorded 06/06/05

Tarrant

Instrument #D205158475
CLTC GF#2312000217
Recorded 06/06/05

Titus County, Texas

Document #3264
Vol. 1732, Page 101
Recorded 06/06/05

Travis

Document #2005102002
Recorded 07/07/05

Upshur County, Texas

Document #200504655
Vol. 601, Page 717
Recorded 06/06/05

Waller County, Texas

Document #504158
Vol. 898, Page 368
Recorded 06/06/05

UNOFFICIAL COPY**Recording Jurisdiction****Recording Data**

Wood County, Texas

Document #00037157
Book 2085, Page 493
Recorded 06/06/05

Spokane County, Washington

Document #5225765
Recorded 06/03/05

Brown County, Wisconsin

Document #2195499
Recorded 06/14/05

Lincoln County, Wisconsin

Document #442274
Recorded 06/08/05

Oconto County, Wisconsin

Document #575054
Vol. 1150, Page 134
Recorded 06/10/05

Outagamie County, Wisconsin

Document #1666613
Recorded 06/14/05

Waupaca County, Wisconsin

Document #709592
Recorded 06/10/05

Wood County, Wisconsin

Document #2005R06850
Recorded 06/08/05

Natrona County, Wyoming

Document #768350
Recorded 05/03/05

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EXHIBIT A

SURVEYORS DESCRIPTION

A TRACT OF LAND BEING PART OF LOTS 54 AND 56 IN SANITARY DISTRICT TRUSTEES' SUBDIVISION OF THE RIGHT-OF-WAY FROM THE NORTH AND THE SOUTH CENTER LINE OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14 EAST, OF THE THIRD PRINCIPAL MERIDIAN, TO THE WILL COUNTY LINE, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE SOUTH 66 DEGREES 17 MINUTES 35 SECONDS ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 54, A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS ALONG A LINE 50.00 FEET WEST OF AND PARALLEL TO THE EASTERLY LINE OF SAID LOT 54, A DISTANCE OF 333.23 FEET; THENCE SOUTH 66 DEGREES 05 MINUTES 00 SECONDS ALONG A LINE 17.00 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOTS 54 AND 56, A DISTANCE OF 882.68 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 11 SECONDS WEST, A DISTANCE OF 336.16 FEET TO THE NORTHERLY LINE OF SAID LOT 56; THENCE NORTH 66 DEGREES 17 MINUTES 35 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOTS 56 AND 54, A DISTANCE OF 882.58 FEET TO THE POINT OF BEGINNING, CONTAINING 264,348 SQUARE FEET, OR 6.07 ACRES, MORE OR LESS.

of Cook County Clerk's Office

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Exhibit B

**True and Correct Copy
of**

**Original Mortgage Executed between
Mortgagor and Administrative Agent**

Dated May 31, 2005

Property of Cook County Clerk's Office

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Prepared by:
James McKellar
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201

When recorded or filed, please mail to:

James McKellar
Thompson & Knight LLP
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201

AMENDED AND RESTATED DEED OF TRUST (for Missouri, Montana, Nevada, Tennessee, Texas, and Washington), AMENDED AND RESTATED MORTGAGE (for Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming), FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT AND NOTICE OF REINSCRIPTION FROM

SEMCRUDE, L.P., Tax I.D. No.: 73-1477524, Organizational I.D. No. 2527555; SEMPIPE, L.P., Tax I.D. No.: 73-1601842, Organizational I.D. No. 14350410; SEMFUEL, L.P., Tax I.D. No.: 76-0311015, Organizational I.D. No. 800081945; SEMKAN, L.L.C., Tax I.D. No.: 61-1478083 (which, as an Oklahoma entity, has no Organizational I.D. Number); SEMMATERIALS, L.P., Tax I.D. No.: 57-1215443 (which, as an Oklahoma entity, has no Organizational I.D. Number); AND K. C. ASPHALT, L.L.C., Tax I.D. No.: 48-1275352, Organizational I.D. No. 19971173238.

AS MORTGAGORS,

TO

PRLAP, INC., a Missouri corporation, as MISSOURI TRUSTEE
FIRST AMERICAN TITLE COMPANY, as MONTANA TRUSTEE
PRLAP, INC., a North Carolina corporation, as NEVADA TRUSTEE
PRLAP, INC., a Tennessee corporation, as TENNESSEE TRUSTEE
PRLAP, INC., a Texas corporation, as TEXAS TRUSTEE
PRLAP, INC., a Washington corporation, as WASHINGTON TRUSTEE

AND

BANK OF AMERICA, N.A., ADMINISTRATIVE AGENT

Effective as of May 31, 2005

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$10,000,000.00. THIS MORTGAGE SECURES OBLIGATORY ADVANCES AND IS FOR COMMERCIAL PURPOSES

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THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, COVERS PROCEEDS OF COLLATERAL AND ALSO CONSTITUTES A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE.

THIS INSTRUMENT SECURES AN OBLIGATION THAT MAY INCREASE OR DECREASE FROM TIME TO TIME. THIS INSTRUMENT, WHICH COVERS, AMONG OTHER THINGS, GOODS WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL IMMOVABLE PROPERTY DESCRIBED HEREIN, IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES AND/OR PARISHES REFERENCED IN EXHIBIT A HERETO AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. IN CERTAIN JURISDICTIONS WHERE THIS INSTRUMENT MAY BE FILED, A POWER OF SALE MAY ALLOW ADMINISTRATIVE AGENT (AS HEREINAFTER DEFINED) OR THE TRUSTEE (AS HEREINAFTER DEFINED) TO TAKE THE MORTGAGED PROPERTIES (AS HEREINAFTER DEFINED) AND SELL THEM OR TO CAUSE THE MORTGAGED PROPERTIES TO BE SOLD) WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR (AS SUCH TERMS DEFAULT AND MORTGAGOR ARE HEREINAFTER DEFINED) UNDER THIS MORTGAGE.

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AMENDED AND RESTATED DEED OF TRUST, AMENDED AND RESTATED MORTGAGE, FEE AND LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Mortgage")

ARTICLE I.

Granting Clauses; Secured Indebtedness

Section 1.1. Grant and Mortgage. SemCrude, L.P., a Delaware limited partnership ("US Borrower"), SemPipe, L.P., a Texas limited partnership ("SemPipe"), SemFuel, L.P., a Texas limited partnership ("SemFuel"), SemKan, L.L.C., an Oklahoma limited liability company ("SemKan"), SemMaterials, L.P., an Oklahoma limited partnership formerly known as SemProducts, L.P. ("SemMaterials"), and K. C. Asphalt, L.L.C., a Colorado limited liability company ("KC Asphalt"; US Borrower, SemPipe, SemFuel, SemKan, SemMaterials and KC Asphalt herein individually and collectively called "Mortgagor"), whose mailing address is provided on the signature page hereto, for and in consideration of the sum of Ten Dollars (\$10.00) to Mortgagor in hand paid, and in order to secure the payment of the secured indebtedness hereinafter described and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor hereinafter described, does hereby as of May 31, 2009 (the "Effective Date") (a) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Missouri (which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Missouri corporation whose address is 101 South Tryon Street, Charlotte, North Carolina 28255, (the "Missouri Trustee") in trust for the benefit of and security of the Administrative Agent; (b) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Montana which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to First American Title Company whose address is _____, (the "Montana Trustee") in trust for the benefit of and security of the Administrative Agent; (c) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Nevada which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, Inc., a North Carolina corporation whose address is 10850 White Rock Road, Suite 101, Rancho Cordova, California 95670, (the "Nevada Trustee") in trust for the benefit of and security of the Administrative Agent; (d) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Tennessee which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Tennessee corporation whose address is 414 Union Street, Nashville, Tennessee 37219 (the "Tennessee Trustee") in trust for the benefit of and security of the Administrative Agent; (e) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Texas which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Texas corporation whose address is 901 Main Street, Dallas, Texas 75202-3714, (the "Texas Trustee") in trust for the benefit of and security of the Administrative Agent; (f) with respect to those of the following described properties, rights, and interests which are located in (or cover properties located in) the State of Washington which shall be deemed part of the Deed of Trust Mortgaged Properties) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to PRLAP, INC., a Washington corporation whose address is 10850 White Rock Road, Suite 101, Rancho Cordova, California 95670 (the "Washington Trustee") in trust for the benefit of and security of the Administrative Agent (the Missouri Trustee, Montana Trustee, Nevada Trustee, Tennessee Trustee,

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Texas Trustee, and Washington Trustee are herein referred to individually and collectively as the "Trustee"); (g) grant to Trustee a POWER OF SALE (pursuant to this Mortgage and as allowed by applicable Law) with respect to, those of the following described properties, rights and interests which are located in (or cover properties located in) the States of **Missouri, Montana, Nevada, Tennessee, Texas, and Washington** (the "**Deed of Trust Mortgaged Properties**"); and (h) MORTGAGE AND WARRANT, ASSIGN, PLEDGE, HYPOTHECATE, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM to Bank of America, N.A., as Administrative Agent ("**Administrative Agent**"), and grant to Administrative Agent a POWER OF SALE (pursuant to this Mortgage and as allowed by applicable Law) with respect to, all of the following described rights, interests and properties which are located in (or cover properties located in) the States of **Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Louisiana, Oklahoma, Wisconsin and Wyoming** (the "**Other Mortgaged Properties**");

(a) Those certain tracts of land, described in **Exhibit A**, attached hereto and made a part hereof, and those certain surface leases and other interests in land (the "**Surface Leases**") all as described in **Exhibit A** attached hereto and made a part hereof (such tracts of land and the lands covered by the Surface Leases being herein collectively called the "**Facility Sites**"), together with all tanks, tank batteries, injector stations, terminals, pumps, pipelines, plants, heaters, compressors, equipment and other fixtures, personal/movable property and improvements (whether now owned or hereafter acquired by operation of Law or otherwise) located on or under the Facility Sites (the "**Facility Property**") or used, held for use in connection with, or in any way related to the Pipeline Systems (as hereinafter defined), (the Facility Sites and the Facility Property are herein sometimes collectively called the "**Facilities**");

(b) The rights, interests and estates created under those certain servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other rights described in **Exhibit A**, attached hereto and made a part hereof, and all of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in any servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other rights in and to any land, in any county, parish and section shown on **Exhibit A** even though they may be incorrectly described in or omitted from such **Exhibit A**, together with any amendments, renewals, extensions, supplements, modifications or other agreements related to the foregoing, and further together with any other servitudes, easements, rights of way, privileges, prescriptions, franchises, licenses, permits and/or other rights (whether presently existing or hereafter created and whether now owned or hereafter acquired by operation of Law or otherwise) used, held for use in connection with, or in any way related to the Pipeline Systems, the Facilities, and/or pipelines transporting hydrocarbons or other goods, including crude oil, natural gas, natural gas liquids condensate, refined products or asphalt (collectively "**Products**") to, from or between Pipeline Systems and/or the Facilities (the rights, interests and estates described in this clause (b) are herein collectively called the "**Servitudes**");

(c) Without limitation of the foregoing, all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of Law or otherwise) in and to (i) the Facilities, the Surface Leases and/or the Servitudes, and (ii) the lands described or referred to in **Exhibit A** (or described in any of the instruments described or referred to in **Exhibit A**);

(d) Without limitation of the foregoing, all of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in and to all transportation, gathering and transmission systems located on the properties described in and/or depicted on **Exhibit A**, including, without limitation, any transportation, gathering or transmission systems located in or any county, parish, or section shown on the foregoing referenced **Exhibit A**; any leases of transportation, gathering and transmission systems, pipes or facilities described on **Exhibit A** and all pipes, valves, gauges, meters and other measuring equipment, regulators, heaters, extractors, tubing, pipelines, fuel lines, facilities,

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improvements, fittings, materials and other improvements, fixtures, equipment and/or personal/movable property (whether now owned or hereafter acquired by operation of Law or otherwise), including, without limitation, those located on or under the Servitudes, the Facilities, and/or in or on or otherwise related to such transportation, gathering and transmission systems described in this section (d) (the properties, rights and interests described in this clause (d) are herein collectively called the "Pipeline Systems");

(e) All of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in and to all improvements, fixtures, and other real and/or personal/movable property (including, without limitation, all equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, metering stations, buildings, fittings, pipe, pipe connectors, valves, regulators, drips, storage facilities, absorbers, heaters, dehydrators, and power, telephone and telegraph lines) located on or under, or which in any way relate to, the Facilities, the Servitudes and/or the Pipeline Systems;

(f) All of Mortgagor's right, title and interest, whether presently existing or hereafter created or entered into and whether now owned or hereafter acquired by operation of Law or otherwise, in and to:

(i) all purchase, sale, gathering, processing, transportation, storage and other contracts or agreements covering or otherwise relating to the ownership or operation of the Facilities, the Servitudes, and/or the Pipeline Systems, and/or to the purchase, sale or transportation of Products, or to the separation, treatment, stabilization and/or processing of the same;

(ii) all rights, privileges and benefits under or arising out of any agreement under which any of the Property, as hereinafter defined, was acquired, including without limitation any and all representations, warranties, or covenants and any and all rights of indemnity or to rebate of the purchase price; all equipment leases, maintenance agreements, electrical supply contracts, option agreements, and other contracts and/or agreements, whether now existing or hereafter entered into, which cover, affect, or otherwise relate to the Facilities, the Servitudes, and/or the Pipeline Systems, and/or any of the Mortgaged Properties (as hereinafter defined) described above, or to the purchase, sale, transportation, gathering, separation, treatment, stabilization, dehydration, processing, delivery and/or redelivery of Products transported, gathered, separated, treated, stabilized, dehydrated, processed, delivered and/or redelivered by or in the Facilities and/or the Pipeline Systems;

(the contractual rights, contracts and other agreements described in this clause (f) are herein sometimes collectively called the "Contracts"); and

(g) All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties.

TO HAVE AND TO HOLD (a) the Deed of Trust Mortgaged Properties unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust with power of sale pursuant to this Mortgage and as allowed under applicable law, however, upon the terms, provisions and conditions herein set forth and (b) the Other Mortgaged Properties unto Administrative Agent, and Administrative Agent's successors and assigns, with power of sale pursuant to this Mortgage and as allowed under applicable law for the benefit of Administrative Agent, L/C Issuer and Lenders, upon the terms, provisions and conditions herein set forth (the Deed of Trust Mortgaged Properties and the Other Mortgaged Properties are herein sometimes collectively called the "Mortgaged Properties").

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Section 1.2. Grant of Security Interest. In order to further secure the payment of the secured indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties, and undertakings of Mortgagor hereinafter described, Mortgagor hereby grants to Administrative Agent for the benefit of Administrative Agent, L/C Issuer and Lenders a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of Law or otherwise) in and to:

- (a) the Mortgaged Properties;
- (b) without limitation of any other provision of this Section 1.2, all payments received in lieu of performance which are related to the Mortgaged Properties (regardless of whether such payments or rights thereon accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof, including, without limitation, firm or prepaid transportation payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to firm transportation or similar obligations or other obligations under a contract, and payments received in buyout or buydown or other settlement of a contract) and/or imbalances in deliveries (the payments described in this subsection (b) being herein called "Payments in Lieu");
- (c) all equipment, inventory, improvements, fixtures, accessions, goods, including Products owned by Mortgagor, and other personal or movable property of whatever nature (including, but not limited to, that held in connection with the operation of the Mortgaged Properties or the treating, handling, separation, stabilization, storing, processing, heating, transporting, gathering or marketing of Products), and all licenses and permits of whatever nature, including, but not limited to, that now or hereafter used or held for use in connection with the Mortgaged Properties or in connection with the operation thereof or the treating, handling, separation, stabilization, storing, processing, heating, transporting, gathering, or marketing of Products, and all renewals or replacements of the foregoing or substitutions for the foregoing;
- (d) all accounts, receivables, contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder), commercial tort claims and other general intangibles of whatever nature (regardless of whether the same arose and/or the events which gave rise to the same occurred, on or before or after the date hereof, including, but not limited to, that related to the Mortgaged Properties, the operation thereof, or the treating, handling, separation, stabilization, storing, processing, transporting, gathering, or marketing of Products, and including, without limitation, any of the same relating to payment of proceeds thereof or to payment of amounts which could constitute Payment in Lieu);
- (e) without limitation of the generality of the foregoing, any rights and interests of Mortgagor under any present or future hedge or swap agreements, cap, floor, collar, exchange forward or other hedge or protection agreements or transactions, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Mortgagor;
- (f) all engineering, accounting, title, legal, and other technical or business data including, but not limited to, that concerning the Mortgaged Properties, the treating, handling, separation, stabilization, storing, processing, transporting, gathering or marketing of Products or any other item of Property (as hereinafter defined) which are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, software, and other forms of recording or obtaining access to such data;
- (g) all money, documents, instruments, chattel paper (including without limitation, electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, securities,

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accounts, payable intangibles, general intangibles, letters of credit, letter-of-credit rights, supporting obligations and rights to payment of money arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof, including, but not limited to, that related to the Mortgaged Properties, the treating, handling, separation, stabilization, storing, processing, transporting, gathering or marketing of the Products or any other item of Property);

(h) all rights, titles and interest now owned or hereafter acquired of Mortgagor in any and all goods, inventory, equipment, documents, money, instruments, intellectual property, certificated securities, uncertificated securities, investment property, letters of credit, rights to proceeds of written letters of credit and other letter-of-credit rights, commercial tort claims, deposit accounts, payment intangibles, general intangibles, contract rights, chattel paper (including, without limitation, electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, software, supporting obligations and accounts, wherever located, and all rights and privileges with respect thereto (all of the properties, rights and interests described in subsections (a), (b), (c), (d), (e), (f) and (g) above and this subsection (h) being herein sometimes collectively called the "Collateral"); and

(i) all proceeds of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, payment intangibles, general intangibles, fixtures, real/immovable property, personal/movable property or other assets (the Mortgaged Properties, the Collateral, and the proceeds of the Collateral being herein sometimes collectively called the "Property").

Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Collateral and the grant of the foregoing security interest which are defined in the Uniform Commercial Code as evidenced in each state whose law is applicable to the Collateral (the "Applicable UCC") shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Applicable UCC, as those meanings may be amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Applicable UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the Applicable UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the Applicable UCC in effect on the date of this Mortgage, then such term, as used herein, shall be given such broadened meaning. If the Applicable UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Applicable UCC in effect on the date of this Mortgage, such amendment or holding shall, where legally permitted, be disregarded in defining terms used in this Mortgage. Further, terms used but not defined herein shall have the meanings given them in the Credit Agreement.

Section 1.3. Note, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of (a) all indebtedness and other obligations and liabilities of any Loan Party now or hereafter incurred or arising pursuant to the provisions of that certain Amended and Restated Credit Agreement dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified from time to time (as amended, supplemented, restated, increased, extended or otherwise modified from time to time, the "Credit Agreement") among US Borrower, SemCams Midstream Company, a Nova Scotia unlimited liability company ("Canadian Borrower," and together with US Borrower, collectively the "Borrowers" and each individually a "Borrower"), SemOperating G.P., L.L.C. ("General Partner") and SemGroup, L.P. ("SemGroup"), as guarantors (General Partner and SemGroup collectively sometimes herein called "Parent Guarantors"), Bank of America, N.A., as Administrative Agent and L/C Issuer, BNP Paribas and Bank of Montreal dba "Harris Nesbitt", as Co-Syndication Agents, Bank of Oklahoma, N.A. and The Bank of Nova Scotia, as Co-Documentation Agents, and the Lenders, including, without limitation, the sum of (i) those certain

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Working Capital Notes in the maximum aggregate stated principal amount of \$825,000,000 (and subject to a right for the Borrower to increase such maximum aggregate principal amount to up to \$925,000,000) that may be issued from time to time pursuant to the Credit Agreement, made by US Borrower and payable to the order of Working Capital Lenders on or before August 27, 2008, unless otherwise extended pursuant to the Credit Agreement, as from time to time amended, supplemented, restated, increased or otherwise modified, and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part (as from time to time so amended, supplemented, restated, increased or otherwise modified, and all such other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the **"Working Capital Notes"**); (ii) those certain Revolver Notes in the maximum aggregate stated principal amount of \$50,000,000 that may be issued from time to time pursuant to the Credit Agreement, made by US Borrower and payable to the order of Revolver Lenders on or before August 27, 2008, unless otherwise extended pursuant to the Credit Agreement, as from time to time amended, supplemented, restated, increased or otherwise modified, and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part (as from time to time so amended, supplemented, restated, increased or otherwise modified, and all such other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the **"Revolver Notes"**); (iii) those certain US Term Notes in the maximum aggregate stated principal amount of \$400,000,000 (and subject to a right for the US Borrower to increase such maximum aggregate principal amount to up to \$450,000,000) that may be issued from time to time pursuant to the Credit Agreement, made by US Borrower and payable to the order of US Term Lenders on or before March 16, 2011, unless otherwise extended pursuant to the Credit Agreement, as from time to time amended, supplemented, restated, increased or otherwise modified, and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part (as from time to time so amended, supplemented, restated, increased or otherwise modified, and all such other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the **"US Term Notes"**); (iv) those certain Canadian Term Notes in the maximum aggregate stated principal amount of \$175,000,000 that may be issued from time to time pursuant to the Credit Agreement, made by Canadian Borrower and payable to the order of Canadian Term Lenders on or before March 16, 2011, unless otherwise extended pursuant to the Credit Agreement, as from time to time amended, supplemented, restated, increased or otherwise modified, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (as from time to time amended, supplemented, restated, increased or otherwise modified, and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, the **"Canadian Term Notes"**); and together with the Working Capital Notes, the Revolver Notes, and the US Term Notes collectively called the **"Notes"**; (v) all other principal, interest and other amounts which may hereafter be loaned by Administrative Agent, L/C Issuer or Lenders under or in connection with the Credit Agreement or any of the other Loan Documents, whether evidenced by a promissory note or other instrument which, by its terms, is secured hereby; (vi) all obligations and liabilities up to a maximum amount of \$825,000,000 (and subject to a right for the US Borrower to increase such maximum aggregate principal amount to up to \$925,000,000) of any nature now or hereafter existing under or arising in connection with the Letters of Credit and reimbursement obligations in respect thereof, together with interest and other amounts payable with respect thereto; and (vii) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of any Loan Party to Administrative Agent, L/C Issuer or Lenders under documents which recite that they are intended to be secured by this Mortgage, the full and prompt payment of which has been guaranteed by Subsidiary Guarantors (as hereinafter defined) and Parent Guarantors; (b) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to (i) that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by

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SemPipe, Eaglwing, L.P., SemStream, L.P., SemFuel, SemGas, L.P., SemCanada, L.P., SemManagement, L.L.C., SemGas Storage, L.L.C., SemKan, SemMaterials, SemCanada II, L.P., Greyhawk Gas Storage Company, L.L.C., Steuben Development Company, L.L.C., Wyckoff Gas Storage Company, LLC, and pursuant to a certain Guaranty Supplement dated May 31, 2005, by K. C. Asphalt, L.L.C., Chemical Petroleum Exchange, Incorporated and Halron Transport of Green Bay LLC, and by any additional guarantors from time to time party thereto and (ii) that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Seminole Canada Energy Company, Seminole Canada Gas Company, A.E. Sharp Ltd., CEG Energy Options Inc., Central Midstream (1) Company, Central Midstream (2) Company, Central Alberta Midstream (1) Company, Central Alberta Midstream (2) Company, CAMS Midstream Services ULC, and Central Alberta Midstream and any additional guarantors from time to time party thereto (each of the entities named in this clause (b), collectively, "**Subsidiary Guarantors**" and each a "**Subsidiary Guarantor**") in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of each Borrower under the Credit Agreement, the Notes, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (c) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Parent Guarantors in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of each Borrower under the Credit Agreement, the Notes, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (d) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by US Borrower in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of Canadian Borrower under the Credit Agreement, the Notes, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (e) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of March 16, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Canadian Borrower in favor of Administrative Agent guaranteeing, among other things, the obligations and liabilities of US Borrower under the Credit Agreement, the Notes, the other Loan Documents and all present or future Lender Swap Obligations and Secured Account Exposure; (f) all present or future Lender Swap Obligations; and (g) all present or future Secured Account Exposure up to a maximum amount of \$50,000,000.

Section 1.4. **Secured Indebtedness.** The indebtedness referred to in Section 1.3, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the "**secured indebtedness**" or the "**indebtedness secured hereby.**" It is contemplated and acknowledged that the secured indebtedness may include revolving credit loans and future advances from time to time, and that this Mortgage shall have effect, as of the date hereof, to secure all secured indebtedness, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. Should the secured indebtedness decrease or increase pursuant to the terms of the Notes, the Credit Agreement, Loan Documents or otherwise, at any time or from time to time, this Mortgage shall retain its priority position of record until the termination of the Credit Agreement and other Loan Documents and until full, final and complete payment of all the secured indebtedness.

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Section 1.5. **INDEBTEDNESS SECURED BY ARKANSAS PROPERTIES.** WITH RESPECT TO PROPERTY LOCATED IN THE STATE OF ARKANSAS, IT IS AGREED THAT THIS MORTGAGE SHALL STAND AS SECURITY FOR THE PAYMENT OF ALL FUTURE AND ADDITIONAL INDEBTEDNESS, DIRECT OR INDIRECT, CREATED AFTER THE DATE OF THIS MORTGAGE, WHICH MAY BE OWING BY EITHER BORROWER TO L/C ISSUER OR LENDERS AT ANY TIME PRIOR TO THE PAYMENT IN FULL OF ALL OBLIGATIONS, INCLUDING FUTURE ADVANCES SECURED BY THIS MORTGAGE; SUCH FUTURE AND ADDITIONAL INDEBTEDNESS ARE TO BE SECURED HEREBY REGARDLESS OF WHETHER IT SHALL BE PREDICATED UPON FUTURE LOANS OR ADVANCES HEREAFTER MADE BY L/C ISSUER OR THE LENDERS, OR OBLIGATIONS HEREAFTER ACQUIRED BY L/C ISSUER OR SUCH LENDERS THROUGH ASSIGNMENT OR SUBROGATION OR OTHERWISE, OR SHALL REPRESENT INDIRECT OBLIGATIONS (CREATED AFTER THE DATE OF THIS MORTGAGE) BASED UPON ANY ENDORSEMENTS, GUARANTIES OR SURETYSHIP; AND IT IS AGREED THAT THIS MORTGAGE SHALL STAND AS SECURITY FOR ALL SUCH FUTURE AND ADDITIONAL INDEBTEDNESS WHETHER IT BE INCURRED FOR ANY BUSINESS PURPOSE THAT WAS RELATED OR WHOLLY UNRELATED TO THE PURPOSE OF THE ORIGINAL NOTES, OR WHETHER IT WAS INCURRED FOR SOME PERSONAL OR NONBUSINESS PURPOSE, OR FOR ANY OTHER PURPOSE RELATED OR UNRELATED, OR SIMILAR OR DISSIMILAR, TO THE PURPOSE OF THE ORIGINAL NOTES AND LOANS. UPON REQUEST OF BORROWERS, PRIOR TO THE DISCHARGE OF THIS MORTGAGE, L/C ISSUER OR LENDERS, AT THEIR OPTION, MAY MAKE FUTURE ADVANCES TO BORROWERS. SUCH FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE AND WHEN EVIDENCED BY PROMISSORY NOTES, THE SAID NOTES ARE SECURED HEREBY. NOTHING HEREIN CONTAINED SHALL IMPLY ANY OBLIGATION ON THE PART OF L/C ISSUER OR ANY LENDER TO MAKE ANY SUCH ADDITIONAL LOANS OR ADVANCES.

Section 1.6. **Louisiana Maximum Secured Amount.** Notwithstanding any provision hereof to the contrary, the outstanding indebtedness secured by Property located in Louisiana shall not, at any time or from time to time, exceed an aggregate maximum amount of \$2,900,000,000, and the maximum amount which Administrative Agent, L/C Issuer and Lenders, collectively, may suffer from a breach of any obligation, covenant or agreement secured by this Mortgage (other than money) that arises out of or with respect to Mortgagor's ownership of Property located in Louisiana is \$2,900,000,000.

Section 1.7. **Kansas Maximum Secured Amount.** Notwithstanding any provision hereof to the contrary, the outstanding indebtedness secured by Property located in Kansas shall not, at any time or from time to time, exceed an aggregate maximum amount of \$39,000,000.

Section 1.8. **Indebtedness Secured by Wisconsin Properties.** Notwithstanding any provision hereof to the contrary, the outstanding indebtedness secured by the Property located in Wisconsin shall not, at any time or from time to time, exceed the aggregate sum of \$11,000,000 principal.

Section 1.9. **Indebtedness Secured by Tennessee Properties.** Notwithstanding any provision herein to the contrary, the outstanding indebtedness secured by the properties located in Tennessee and secured by this Mortgage shall not, at any time, exceed an aggregate amount of \$10,000,000.

Section 1.10. **Indebtedness Secured by Missouri Properties.** This Mortgage secures all future advances and obligations constituting secured indebtedness. The total amount of obligations and advances secured hereby may decrease or increase from time to time, but at no time shall the total

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principal amount of obligations and advances secured hereby, not including sums expended or incurred for the reasonable protection of the security interest hereby created in the Mortgaged Properties or for other purposes specified in § 443.055(3) of the Missouri Revised Statutes, exceed the sum of \$2,900,000,000, which is the face amount of this Mortgage. Nothing contained herein shall create or imply any agreement or commitment by Administrative Agent to loan or advance any sums up to the stated face amount; the agreement of Administrative Agent to make advances is governed by the terms of the Credit Agreement and is subject to all terms, provisions and conditions of the Loan Documents and the agreements evidencing Lender Swap Obligations or Secured Account Exposure.

(THIS MORTGAGE (AS HEREINAFTER DEFINED) SECURES, AMONG OTHER THINGS, FUTURE ADVANCES AND FUTURE OBLIGATIONS AND IS TO BE GOVERNED BY THE PROVISIONS OF SECTION 443.055 OF MISSOURI REVISED STATUTES. THE TOTAL PRINCIPAL AMOUNT OF FUTURE ADVANCES AND FUTURE OBLIGATIONS THAT MAY BE SECURED HEREBY IS \$2,900,000,000).

Section 1.11. Colorado Future Advances. THIS INSTRUMENT IS MADE PURSUANT TO A REVOLVING CREDIT ARRANGEMENT. Mortgagor and Administrative Agent agree and acknowledge that Administrative Agent may elect to make additional advances under the terms of the Notes, the Credit Agreement or otherwise, and that any such future advances shall be subject to, and secured by, this Mortgage. Should the secured indebtedness decrease or increase pursuant to the terms of the Notes, the Credit Agreement or otherwise, at any time or from time to time, this Mortgage shall retain its priority position of record until (a) the termination of the Credit Agreement, (b) the full, final and complete payment of all the Secured Obligations, and (c) the full release and termination of the lines and security interests created by this Mortgage. The aggregate unpaid principal amount of the secured indebtedness outstanding at any particular time which is secured by this Mortgage shall not aggregate in excess of \$2,900,000,000. Such amount does not in any way imply that Administrative Agent or the other Lenders are obligated to make any future advances to Mortgagor at any time unless specifically so provided in the Credit agreement or any of the other documents or instruments executed in connection therewith.

Section 1.12. Indiana Future Advances. As permitted by Ind. Code § 32-29-1-10, this Mortgage shall secure, in addition to the obligations and liabilities described in Section 1.3 hereof, future advances and obligations of any Loan Party to the Lenders and advances by the Lenders to any Loan Party up to Five Hundred Million Dollars (\$500,000,000) (whether made as an obligation, made at the option of L/C Issuer or Lenders, made after a reduction to a zero (0) or other balance or otherwise) to the same extent as if the future advances and obligations were made on the date of this Mortgage.

Section 1.13. Illinois Future Advances and Maximum Secured Amount. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Administrative Agent, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of the Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$2,900,000,000, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, plus interest thereon. Notwithstanding anything contained herein to the contrary, in no event shall the total amount secured by this Mortgage exceed \$2,900,000,000.

Section 1.14. Montana Future Advances. Notwithstanding any provision hereof to the contrary, the aggregate unpaid principal amount of the secured indebtedness outstanding at any

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particular time (after having given effect to all advances and all repayments made prior to such time) which is secured by Property located in Montana shall not in the aggregate exceed Two Billion Nine Hundred Million Dollars (\$2,900,000,000). Such amount does not in any way imply that Agent or Lenders are obligated to make any future advances to Borrowers at any time unless specifically so provided in the Credit Agreement or any of the other Loan Documents.

Section 1.15. Maturity of Indebtedness. The final maturity of the indebtedness secured hereby, subject to the rights of acceleration, is March 16, 2011.

Section 1.16. Limit on Secured Indebtedness. It is the intention of Mortgagor and Administrative Agent that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal Law that may be applied hereto. Mortgagor and, by its acceptance hereof, Administrative Agent hereby acknowledges and agrees that, notwithstanding any other provision of this Mortgage, the amount of indebtedness secured by Mortgagor hereunder shall be limited to the maximum amount of indebtedness that can be secured by Mortgagor hereunder without rendering this Mortgage voidable under applicable Law relating to fraudulent conveyances or fraudulent transfers with respect to Mortgagor.

ARTICLE II.

Representations, Warranties and Covenants

Section 2.1. Mortgagor represents, warrants, and covenants as follows:

(a) Title and Permitted Liens. Mortgagor has, and Mortgagor covenants to maintain, good and defensible title to the Property (provided, with respect to the Property located in Louisiana, Mortgagor has, and Mortgagor covenants to maintain good, valid and merchantable title to such Property), all free and clear of all Liens, privileges, security interests, and encumbrances except for (i) the contracts, agreements, burdens, encumbrances and other matters set forth in the descriptions of certain of the Mortgaged Properties on Exhibit A hereto, and (ii) the Liens permitted under Section 7.01 of the Credit Agreement. Mortgagor will warrant and defend title to the Property, subject as aforesaid, against the claims and demands of all persons claiming or to claim the same or any part thereof. Any and all references made in this Mortgage to Liens permitted under Section 7.01 of the Credit Agreement are made for the purpose of limiting certain warranties and covenants made by Mortgagor herein and such reference is not intended to affect the description herein of the Mortgaged Properties nor to subordinate the Liens and security interests hereunder to any Liens permitted under Section 7.01 of the Credit Agreement.

(b) Leases and Contracts; Performance of Obligations. Except as otherwise permitted in the Credit Agreement, all material Contracts, Servitudes, Surface Leases and other agreements and leases forming a part of the Property are in full force and effect, and Mortgagor agrees to so maintain them in full force and effect. All rents, royalties and other payments due and payable by Mortgagor under the provisions of such Contracts, Servitudes, Surface Leases and other agreements and leases, or under the Liens permitted under Section 7.01 of the Credit Agreement, or otherwise attendant to the ownership or operation of the Property by Mortgagor, have been, and will continue to be, properly and timely paid. Mortgagor is not in default with respect to Mortgagor's obligations (and Mortgagor is not aware of any default by any third party with respect to such third party's obligations) under such Contracts, Servitudes, Surface Leases or other agreements or leases, or under the Liens permitted under Section 7.01 of the Credit Agreement, or otherwise attendant to the ownership or operation of any part of the Property, where such default could reasonably be expected to materially and adversely affect the ownership or operation

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of any material Property; Mortgagor will fulfill all such obligations coming due in the future. There are no situations where Mortgagor is aware that a contingent liability may exist which may require Mortgagor to account for such liability on a basis less favorable to Mortgagor than the basis on which Mortgagor is currently accounting.

(c) Contractual Arrangements. Except to the extent that any failure could not reasonably be expected to materially and adversely effect the value of any of the Facilities or Pipeline Systems, Mortgagor will not: (i) permit any of the Facilities or Pipeline Systems to be subject to any contractual or other arrangement for gathering, transporting, storage, treating, processing or other services (A) whereby payment is or can be deferred for a substantial period after the month in which performance occurred or is or can be made other than in cash, (B) which is not on a bona fide arms-length basis and at commercially reasonable prices, on terms which are customary in the industry, or (C) for which prepayments in material amounts have been received, (ii) fail to comply with contractual and other arrangements for gathering, transporting, storage, treating, processing and other services, (iii) permit to exist any imbalances in respect to the Facilities or Pipeline Systems except for those imbalances incurred in the ordinary course of business that are settled in the ordinary course of business, (iv) permit to exist curtailment of (A) services in connection with the Facilities or Pipeline Systems or (B) transportation of its Products other than as required by applicable Laws or as a result of events of force majeure, (v) permit any Facilities or Pipeline Systems or any material part thereof to cease to operate (except as a result of customary events of force majeure) or to be abandoned, (vi) receive prepayments for services other than prepayments for liabilities for services that will accrue and be settled in the month following the month in which such services were rendered, (vii) permit to exist any contract for gathering, transporting, storage, treating, processing or other services for consideration or other terms in contravention of applicable Laws, or (viii) receive consideration other than in accordance with applicable contracts and applicable Laws. Mortgagor will use reasonable efforts to cure any events of force majeure. Mortgagor is presently receiving payments and fees for all contractual or other arrangements described above in accordance with the terms of such contract or agreement in all material respects.

(d) Condition of Personal Property. The equipment, inventory, improvements, fixtures, goods and other tangible personal/movable property forming a part of the Property and used or useful thereto in the conduct of its business are and will remain in good repair and condition (taking into consideration ordinary wear and tear) and are and will be adequate for the normal operation of the Property in accordance with prudent industry standards; all of such Property is, and will remain, located on the Mortgaged Properties, except for that portion thereof which is or shall be located elsewhere (including that usually located on the Mortgaged Properties but temporarily located elsewhere) in the course of the normal operation of the Property and sales and disposals permitted by Sections 7.05 and 7.06 of the Credit Agreement.

(e) Operation of Property. The Property is being and, to the extent the same could reasonably be expected to materially and adversely affect the ownership or operation of any material Property has in the past been, and hereafter will be, maintained and operated in a good and workmanlike manner, in accordance with the standard of care typical in the industry and in conformity in all material respects with all applicable Laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction and in conformity with all Contracts, Servitudes and other agreements and leases forming a part of the Property and in conformity with the Liens permitted under Section 7.01 of the Credit Agreement. Mortgagor has, and will have in the future, all governmental licenses and permits necessary or appropriate to own and operate any Property; Mortgagor has not received notice of any violations in respect of any such licenses or permits.

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(f) Sale or Disposal. Mortgagor will not, without the prior written consent of Administrative Agent, sell, exchange, lease, transfer, or otherwise dispose of, or cease to operate (or be operator of) or abandon, any part of, or interest (legal or equitable) in, the Property other than as permitted by Sections 7.05 and 7.06 of the Credit Agreement.

(g) Environmental.

(i) Current Status. The Property and Mortgagor are not in violation of the representations and warranties contained in Section 5.09 of the Credit Agreement.

(ii) Future Performance. The following definition is applicable for the terms used in this section. "Applicable Environmental Laws" shall mean any applicable Laws, including, without limitation, the common law, pertaining to safety, health or the environment, as such Laws now exist or are hereafter enacted and/or amended (Applicable Environmental Laws shall include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA") and applicable state and local Law). The terms "hazardous substance" and "release" as used in this Mortgage shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposal") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment. In the event and to the extent that the Laws of the states in which the Mortgaged Properties are located establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply. Mortgagor will not cause or permit the Property or Mortgagor to be in violation of, or do anything or permit anything to be done which will subject the Property to any remedial obligations under, or result in noncompliance with applicable permits and licenses under, any Applicable Environmental Laws, assuming disclosure to the applicable Governmental Authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property. Mortgagor will take all steps necessary to determine that no hazardous substances or solid wastes have been disposed of or otherwise released on or onto the Property or any adjacent property from the Property. Mortgagor will not cause or permit the disposal or other release of any hazardous substance or solid waste at, into, upon or under the Property or any adjacent property from the Property and covenants and agrees to keep or cause the Property to be kept free of any hazardous substance or solid waste (except as is required in the ordinary course of business, such use, and temporary storage in anticipation of use in compliance with Applicable Environmental Laws), and to remove the same (or if removal is prohibited by Law, to take whatever action is required by Law) promptly upon discovery. Upon Administrative Agent's reasonable request, from time to time during the existence of this Mortgage, Mortgagor will provide at Mortgagor's sole expense an inspection or audit of the Property from an engineering or consulting firm approved by Administrative Agent, indicating the presence or absence of hazardous substances and solid waste on the Property and compliance with Applicable Environmental Laws and this Section.

(h) Defense of Mortgage. If the validity or priority of this Mortgage or of any rights, titles, Liens, privileges, or security interests created or evidenced hereby with respect to the Property or any part thereof or the title of Mortgagor to the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with

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respect thereto, Mortgagor will give prompt written notice thereof to Administrative Agent and at Mortgagor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Trustee and Administrative Agent, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, Liens, privileges, and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase or payment of any tax or tax title and the removal of prior Liens, privileges, or security interests, and all expenditures so made of every kind and character shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Administrative Agent or Trustee (as the case may be) and shall bear interest from the date expended until paid at the Default Rate, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(i) **Insurance.** Mortgagor will carry insurance as provided in the Credit Agreement. All policies evidencing such insurance shall contain clauses providing that the proceeds thereof shall be payable to Administrative Agent as its interest may appear and providing that such policies may not be canceled, reduced or otherwise affected without at least thirty (30) days' prior written notice to Administrative Agent. Upon request by Administrative Agent, Mortgagor shall deliver to Administrative Agent the original policies, evidence of payment of premiums, certificates evidencing renewals, and such other information regarding such insurance as Administrative Agent may request. In the event of any loss under any insurance policies so carried by Mortgagor, Administrative Agent shall, after it has determined in its sole judgment that Mortgagor has failed to commence or diligently pursue efforts to collect the same, have the right (but not the obligation) to make proof of loss and collect the same, and all amounts so received shall be applied toward costs, charges and expenses (including reasonable attorneys' fees), if any, incurred in the collection thereof, then to the order of Mortgagor for use for repairs and replacement of any loss, unless a default is then continuing and in which case, then shall be applied to matured secured indebtedness as prescribed by the Credit Agreement, and any excess proceeds shall be paid to the order of Mortgagor for use for repairs and replacement of any loss. In the preceding instances and during the continuance of a default, Administrative Agent is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof and, in and during such events, Administrative Agent is hereby appointed Mortgagor's agent and attorney-in-fact to endorse any check or draft payable to Mortgagor in order to collect the proceeds of insurance. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment in whole or in part of the secured indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

Pursuant to Mo.Rev.Stat. § 427.120, Mortgagor acknowledges receipt of the following notice: "Unless you [Mortgagor] provide evidence of the insurance coverage required by your agreement with us [Lender], we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be

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responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.”

(j) Further Assurances. Mortgagor will, on request of Administrative Agent, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in any other Loan Document, or in the execution or acknowledgment of this Mortgage or any other Loan Document; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, mortgages, security agreements, financing statements, continuation statements, and assignments of accounts, funds, contract rights, general intangibles, and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and the other Loan Documents and to more fully identify and subject to the Liens, privileges, and security interests hereof any property intended to be covered hereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property; and (iii) execute, acknowledge, deliver, and file and/or record any document or instrument (including specifically any financing statement) desired by Administrative Agent to protect the Lien, privilege, or the security interest hereunder against the rights or interests of third persons. Mortgagor shall pay all costs connected with any of the foregoing.

(k) Name and Place of Business and Formation. Except as disclosed in the Credit Agreement, Mortgagor has not, during the preceding five years, been known by or used any other corporate or partnership, trade or fictitious name. Mortgagor will not cause or permit any change to be made in its name, identity, state of formation, or corporate or partnership structure, or its federal employer identification number unless Mortgagor shall have notified Administrative Agent of such change at least twenty (20) days prior to the effective date of such change, and shall have first taken all action required by Administrative Agent for the purpose of further perfecting or protecting the Liens, privileges, and security interests in the Property created hereby. Mortgagor's exact name is the name set forth in this mortgage. Mortgagor's location is as follows:

Mortgagor is a registered organization which is organized under the Laws of one of the states comprising the United States (e.g. corporation, limited partnership, registered limited liability partnership or limited liability company). Mortgagor is located (as determined pursuant to the UCC) in the state under the Laws in which it was organized, which is: (1) with respect to US Borrower, Delaware, (2) with respect to SemPipe, Texas, (3) with respect to SemFuel, Texas, (4) with respect to SemKan, Oklahoma, (5) with respect to SemMaterials, Oklahoma, and (6) with respect to KC Asphalt, Colorado. Mortgagor's principal place of business and chief executive office, and the place where Mortgagor keeps its books and records concerning the Property has for the preceding four months, been, and will continue to be (unless Mortgagor notifies Administrative Agent of any change in writing at least twenty (20) days prior to the date of such change), the address set forth below the signature of Mortgagor to this Mortgage.

(l) Not a Foreign Person. Mortgagor is not a “foreign person” within the meaning of the Internal Revenue Code of 1986, as amended, (hereinafter called the “Code”), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

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(m) Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Notes and secured by this Mortgage which are set forth in any Law of any Governmental Authority, and further agrees upon request of Administrative Agent to furnish Administrative Agent with evidence of such compliance.

(n) Surface Leases.

(i) Default: Notice of Default. To the best of Mortgagor's knowledge, as of the date hereof, the lessor under any Surface Lease is not in default in the performance of any of its material obligations under such Surface Lease. As of the date hereof, (A) Mortgagor is not in default in the performance of any of its obligations under any Surface Lease, and (B) there are no circumstances which, alone or with the passage of time or the giving of notice or both, would constitute an event of default thereunder. Mortgagor will give Administrative Agent immediate notice of any notice of default, event of default, extension, renewal, expansion or cancellation given to or received by the Mortgagor under any Surface Lease, subject to any applicable grace periods. Mortgagor will provide Administrative Agent with copies of any such notices of default or other notices.

(ii) Lease Obligations and Rights. Each of the Surface Leases is and shall be maintained in full force and effect. Subject to any applicable notice and cure periods in each Surface Lease, Mortgagor will promptly and faithfully observe, perform and comply, or cause the observance, performance and compliance with, all the material terms, covenants and provisions of each Surface Lease, on its part to be observed, performed and complied with, at the times set forth therein. Mortgagor will furnish to Administrative Agent such information and evidence as Administrative Agent may reasonably request concerning Mortgagor's due observance, performance and compliance with the terms, covenants and provisions of any Surface Lease.

There are, as of the date hereof, and will be no defenses to Mortgagor's enforcement of its rights under each Surface Lease. Subject to any applicable notice and cure periods in each Surface Lease, Mortgagor will enforce the material obligations of the lessor under such Surface Lease, to the end that Mortgagor may enjoy all of the material rights granted it under such Surface Lease.

(iii) Lease Termination. Mortgagor covenants that it will not, without the prior written consent of Administrative Agent, cancel, release, terminate or surrender such Surface Lease or the Mortgaged Property demised by such Surface Lease, or waive, excuse, condone or in any way release or discharge the lessor thereunder of and from the obligations, covenants, conditions and agreements by the lessor to be done other than upon termination of the applicable Surface Lease due to expiration of its stated term, and Mortgagor does by these presents expressly release, relinquish and assign unto Administrative Agent all its right, power and authority to so cancel, release, terminate or surrender, in any way the terms and provision of any Surface Lease to be retained by Administrative Agent until this Mortgage has been released. Further, without Administrative Agent's prior written consent, Mortgagor will not suffer or permit any subletting or assignment of any of Mortgagor's interest under any Surface Lease.

(iv) No Release. Mortgagor covenants and agrees that no release or forbearance of any of Mortgagor's obligations under any Surface Lease, pursuant to such Surface Lease or otherwise, shall release Mortgagor from any of its obligations under this Mortgage, including its obligation with respect to the payment of rent as provided for in said Surface Lease and the

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performance of all the terms, provisions, covenants, conditions and agreements contained in such Surface Lease, to be kept, performed and complied with by Mortgagor therein.

(v) After-Acquired Land. In the event Mortgagor were to acquire the remaining interest in the fee simple of any Mortgaged Property demised by any Surface Lease or any greater estate to which any Surface Lease relates, the Lien of this Mortgage shall attach, extend to, cover and constitute a Lien upon such fee simple title or greater estate, and it shall be included within the definition of the Mortgaged Property. Mortgagor agrees to execute all instruments and documents which Administrative Agent may reasonably require to ratify, confirm and further evidence the Lien on such acquired estate, title or interest.

(vi) No Merger Provision. Mortgagor covenants and agrees that unless Administrative Agent shall otherwise expressly consent in writing, title to the Mortgaged Property demised by any Surface Lease and the leasehold estate created by such Surface Lease shall not merge but shall always remain separate and distinct, notwithstanding union of said estates either in the lessor or in the Administrative Agent or subsequent lessee or third party by purchase or otherwise.

(vii) No Liability. Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of any Surface Lease within the meaning of any provision thereof prohibiting its assignment and Administrative Agent shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Administrative Agent shall be liable for the obligations of Mortgagor arising under any Surface Lease for only that period of time which Administrative Agent is in possession of the Mortgaged Property demised by such Surface Lease or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.

Section 2.2. Performance on Mortgagor's Behalf. Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action which hereunder Mortgagor is required to perform or take, or to pay any money which hereunder Mortgagor is required to pay, Administrative Agent, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Administrative Agent and any money so paid by Administrative Agent shall be a demand obligation owing by Mortgagor to Administrative Agent (which obligation Mortgagor hereby expressly promises to pay) and Administrative Agent, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Further, if Mortgagor shall fail to comply with its covenants under any Surface Lease, or upon receipt by Administrative Agent from the lessor of any such lease of notice of any default under any such Surface Lease, Administrative Agent may rely thereon and take any action necessary to cure such default, even though the existence of such default and the nature thereof be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Administrative Agent and agrees that Administrative Agent shall have the absolute and immediate right to enter upon the Mortgaged Property subject to such Surface Lease or any part thereof to the extent and as often as Administrative Agent in its sole discretion deems necessary or desirable in order to prevent such default or to cure any such default by Mortgagor. Administrative Agent may pay and expend sums of money as Administrative Agent in its sole discretion deems necessary for such purpose, and any money so paid by Administrative Agent shall be a demand obligation owing by Mortgagor to Administrative Agent (which obligation Mortgagor hereby expressly promises to pay) and Administrative Agent, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due

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and owing by Mortgagor to Trustee and/or Administrative Agent pursuant to this Mortgage shall bear interest each day, from the date of such expenditure or payment until paid, at the Default Rate; all such amounts, together with such interest thereon, shall be a part of the secured indebtedness and shall be secured by this Mortgage.

ARTICLE III.

Assignment of Rents, Accounts, and Proceeds

Section 3.1. Assignment. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Administrative Agent all rents, issues, profits, revenue, income and other benefits derived from the Mortgaged Properties, or arising from the operation thereof or from any of the Contracts (herein sometimes collectively called the "Rents"), together with the immediate and continuing right to collect and receive such Rents. Mortgagor directs and instructs any and all payors of Rents to pay to Administrative Agent all of the Rents until such time as such payors have been furnished with evidence that all secured indebtedness has been paid and that this Mortgage has been released. Mortgagor agrees that no payors of Rents shall have any responsibility for the application of any funds paid to Administrative Agent. To the extent that any of the Rents constitute present or future leases of or rents from immovable property located in the State of Louisiana, and in order to further secure the payment of the secured indebtedness, Mortgagor does hereby collaterally assign, transfer and set over to Administrative Agent all such leases and rents, up to a maximum amount outstanding at any time or from time to time of Two Billion Seven Hundred Million Dollars (\$2,700,000,000); pursuant to the provisions of La. R.S. 9:4401 and other provisions of Law, upon the occurrence of a default hereunder, this collateral assignment shall become absolute.

Section 3.2. Effectuating Payment of Rents to Administrative Agent. Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all instruments that may be requested by Administrative Agent or that may be required by any payor of Rents for the purpose of effectuating payment of the Rents to Administrative Agent. If under any existing agreements, any Rents are required to be paid by the payor to Mortgagor so that under such existing agreements payment cannot be made of such Rents to Administrative Agent, Mortgagor's interest in all Rents under such agreements and in all other Rents which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be immediately paid over to Administrative Agent. Without limitation upon any of the foregoing, Mortgagor hereby constitutes and appoints Administrative Agent as Mortgagor's special attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Administrative Agent may from time to time prescribe) in the name, place and stead of Mortgagor to do any and every act and exercise any and every power that Mortgagor might or could do or exercise personally with respect to all Rents (the same having been assigned by Mortgagor to Administrative Agent pursuant to Section 3.1 hereof). The foregoing appointment includes, without limitation, the right, power and authority to:

(a) Execute and deliver in the name of Mortgagor any and all instruments of every nature that may be requested or required by any party for the purposes of effectuating payment of the Rents to Administrative Agent or which Administrative Agent may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.1; and

(b) If under any agreements any Rents are required to be paid by the payor to Mortgagor so that under such existing agreements payment cannot be made of such Rents to Administrative Agent, to

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make, execute and enter into such agreements as are necessary to direct Rents to be payable to Administrative Agent.

Administrative Agent, as attorney-in-fact, is further hereby given and granted full power and authority to do and perform any and every act and thing whatsoever necessary and requisite to be done as fully and to all intents and purposes, as Mortgagor might or could do if personally present; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Administrative Agent may be exercised by Administrative Agent through any person who, at the time of the execution of the particular instrument, is an officer of Administrative Agent. The power of attorney herein conferred is granted for valuable consideration and hence is coupled with an interest and is irrevocable so long as the secured indebtedness, or any part thereof, shall remain unpaid. All persons dealing with Administrative Agent or any substitute shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Administrative Agent that all the secured indebtedness is fully and finally paid. Administrative Agent may, but shall not be obligated to, take such action as it deems appropriate in an effort to collect the Rents and any reasonable expenses (including reasonable attorney's fees) so incurred by Administrative Agent shall be a demand obligation of Mortgagor and shall be part of the secured indebtedness, and shall bear interest each day, from the date of such expenditure or payment until paid, at the Default Rate.

Section 3.3. Release From Liability; Indemnification. Administrative Agent and its successors and assigns are hereby released and absolved from all liability for failure to enforce collection of the Rents and from all other responsibility in connection therewith, except the responsibility of each to account to Mortgagor for funds actually received by each. Mortgagor agrees to indemnify and hold harmless Administrative Agent (for purposes of this paragraph, the term "Administrative Agent" shall include the directors, officers, partners, employees and agents of Administrative Agent and any persons or entities owned or controlled by or affiliated with Administrative Agent) from and against all claims, demands, liabilities, losses, damages (including without limitation consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon, asserted against or incurred or paid by Administrative Agent by reason of the assertion that Administrative Agent received, either before or after payment in full of the secured indebtedness, funds claimed by third persons (and/or funds in respect of consideration paid in violation of applicable contracts or Laws), and Administrative Agent shall have the right to defend against any such claims or actions, employing attorneys of its own selection. In addition, if not furnished with indemnity satisfactory to it, Administrative Agent shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Administrative Agent in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Administrative Agent pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Administrative Agent and shall bear interest, from the date expended until paid, at the Default Rate. The foregoing indemnities shall not terminate upon the Release Date (as hereinafter defined) or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. The "Release Date" as used herein shall mean the earlier of the following two dates: (i) the date on which the indebtedness and obligations secured hereby have been paid and performed in full and this Mortgage has been released of record, or (ii) the date on which the Lien of this Mortgage is foreclosed

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or a deed in lieu of such foreclosure is fully effective and recorded. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING RELEASES AND INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES), CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY.** However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party.

Section 3.4. Mortgagor's Absolute Obligation to Pay Note. Nothing herein contained shall detract from or limit the obligations of Mortgagor to make prompt payment of the Notes, and any and all other secured indebtedness, at the time and in the manner provided herein, in the Loan Documents and in the agreements evidencing Lender Swap Obligations or Secured Account Exposure, regardless of whether the Rents herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights under the Loan Documents and rights under the agreements evidencing Lender Swap Obligations or Secured Account Exposure.

Section 3.5. Change of Purchaser. To the extent applicable, and if a default has occurred hereunder and is continuing, should any person now or hereafter purchasing or taking production related to any Pipeline System fail to make payment promptly to Administrative Agent of the related production proceeds, Administrative Agent shall, subject to then existing contractual prohibitions, have the right to make, or to require Mortgagor to make, a change of purchaser, and the right to designate or approve the new purchaser, and Administrative Agent shall have no liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

Section 3.6. Rights Under Oklahoma Oil and Gas Owners' Lien Act. Mortgagor hereby grants, sells, assigns and sets over unto Administrative Agent during the term hereof, all of Mortgagor's rights and interests pursuant to the provisions of the Oil and Gas Owners' Lien Act (OKLA. STAT. tit. 52, §§548.1-548.6 (the "**Oklahoma Act**")), hereby vesting in Administrative Agent all of Mortgagor's rights as an interest owner to the continuing security interest in and Lien upon the oil or gas severed or the proceeds of sale. Administrative Agent may, at its option, file the verified notice of Lien in order to perfect such Lien, but shall not be obligated to make such filing and shall not be held liable to Mortgagor for any act or omission pursuant to the Oklahoma Act.

ARTICLE IV.

Remedies Upon Default

Section 4.1. Default. The term "**default**" as used in this Mortgage shall mean the occurrence of an Event of Default. Upon the occurrence of a default, Administrative Agent at any time and from time to time may without notice to Mortgagor or any other person declare any or all of the secured indebtedness immediately due and payable and all such secured indebtedness shall thereupon be immediately due and payable, without relief from valuation and appraisal Laws and without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, putting the Mortgagor in default, dishonor, notice of dishonor or any other notice or declaration of any kind, all of which are hereby expressly waived by Mortgagor, and the Liens

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evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by Law as Administrative Agent may elect.

Section 4.2. Pre-Foreclosure Remedies. Upon the occurrence of a default, Administrative Agent is authorized, prior or subsequent to the institution of any foreclosure proceedings, and to the extent allowed by applicable Law, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, Administrative Agent may invoke any and all legal remedies to dispossess Mortgagor, including, but not limited to, summary proceeding or restraining order. Mortgagor agrees to peacefully surrender possession of the Property upon default if requested. All costs, expenses and liabilities of every character incurred by Administrative Agent in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Administrative Agent and shall bear interest from date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness. In connection with any action taken by Administrative Agent pursuant to this Section 4.2, **ADMINISTRATIVE AGENT SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF ADMINISTRATIVE AGENT (INCLUDING ADMINISTRATIVE AGENT'S OWN NEGLIGENCE) IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR BAD FAITH OF ADMINISTRATIVE AGENT**, nor shall Administrative Agent be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Property or arising under any Lien permitted under Section 7.01 of the Credit Agreement or otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Administrative Agent with respect to the Property taken under this Section 4.2. In addition to the remedies set forth above, Administrative Agent is authorized to enter upon and take possession of any portion of the Property consisting of a leasehold estate or leased premises in order to exercise, without interference from Mortgagor, any and all rights with respect to the leased premises that Administrative Agent has with respect to the Property under this Section, including the right to remedy any default under said Lease and to exercise any other rights it or Mortgagor has under said Lease Agreement as amended.

Section 4.3. Foreclosure.

(a) Upon the occurrence of a default, Trustee is authorized and empowered and it shall be Trustee's special duty at the request of Administrative Agent to sell the Deed of Trust Mortgaged Properties, or any part thereof, as an entirety or in parcels as Administrative Agent may elect, at such place or places and otherwise in the manner and upon such notice as may be required by Law or, in the absence of any such requirement, as Trustee may deem appropriate. If Trustee shall have given notice of sale hereunder, any successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale. Cumulative of the foregoing and the other provisions of this Section 4.3:

(i) As to the Deed of Trust Mortgaged Properties located in the State of Texas, such sales of all or any part of such Deed of Trust Mortgaged Properties shall be conducted at the courthouse of any county (whether or not the counties in which such Deed of Trust Mortgaged Properties are located are contiguous) in the State of Texas in

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which any part of such Deed of Trust Mortgaged Properties is situated, at public vendue to the highest bidder for cash between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month or at such other place, time and date as provided by the statutes of the State of Texas then in force governing sales of real estate under powers conferred by deed of trust, after having given notice of such sale in accordance with such statutes.

(ii) As to the Deed of Trust Mortgaged Properties, Trustee may proceed to sell the Mortgaged Properties and any and every part thereof, at public venue, to the highest bidder, at the customary place in the county in which the Deed of Trust Mortgaged Property is located, for cash, first giving the public notice required by Law of the time, terms and place of sale, and of the property to be sold; and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the nonpayment of money hereby secured to be paid, existence of the secured indebtedness, notice of advertisement, sale, receipt of money, and the happening of any of the events whereby any successor trustee became successor as herein provided, shall be prima facie evidence of the truth of such statement or recital; and Trustee shall receive the proceeds of such sale, out of which Trustee shall pay: first, the cost and expenses of executing this trust, including attorneys' fees and compensation to Trustee for his services; and next to Administrative Agent or its endorsees or assignees, upon the usual vouchers therefor, all monies paid pursuant to or under any provisions set forth herein, in the Credit Agreement, in any of the other Loan Documents or in any agreement evidencing Lender Swap Obligations or Secured Account Exposure; and next to the payment of the secured indebtedness, in such order as Administrative Agent may elect; and the balance of such proceeds, if any, shall be paid to the person or persons legally entitled thereto; and Trustee covenants faithfully to perform the trust herein created. Until a sale shall be held hereunder, Trustee hereby lets the Deed of Trust Mortgaged Properties to Mortgagor, upon the following terms and conditions, to-wit: Mortgagor, and every and all persons claiming or possessing the Deed of Trust Mortgaged Properties, or any part thereof, by, through, or under Mortgagor shall or will pay rent therefor during said term at the rate of one cent per month, payable monthly upon demand and shall and will surrender peaceable possession of the Deed of Trust Mortgaged Properties, and any and every part thereof, to Trustee, its successors, assignees, or purchasers thereof, without notice or demand therefor, upon the occurrence of any Event of Default.

(iii) As to the Mortgaged Properties located in the State of Montana, this Mortgage may be foreclosed by advertisement or sale in the manner provided in the small Tract Financing Act of Montana or by judicial procedure as provided by Montana law for the foreclosure of mortgages on real property.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW TRUSTEE TO TAKE THE DEED OF TRUST MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(b) Upon the occurrence of a default, this Mortgage may be foreclosed as to the Other Mortgaged Properties, or any part thereof, by power of sale (if permitted under applicable law), by

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judicial action or in any other manner permitted by applicable Law. Cumulative of the foregoing and the other provisions of this Section 4.3:

- (i) As to the Other Mortgaged Properties located in the State of Louisiana, Administrative Agent may foreclose this Mortgage by executory process, or other legal process, subject to, and on the terms and conditions required or permitted by, applicable Law, and shall have the right to appoint a keeper of such Other Mortgaged Properties, as more fully set forth in subpart (e) below.
- (ii) As to the Other Mortgaged Properties located in the State of Oklahoma, Mortgagor hereby confers on Administrative Agent the power to sell the Mortgaged Properties in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act (OKLA. STAT. tit. 46, §§41-49), as the same may be amended from time to time. Mortgagor hereby represents and warrants that this Mortgage transaction does not involve a consumer loan as said term is defined in Section 3-104 of Title 14A of the Oklahoma Statutes, that this Mortgage does not secure an extension of credit made primarily for agricultural purposes as defined in paragraph 4 of Section 1-301 of Title 14A of the Oklahoma Statutes, and that this Mortgage is not a mortgage on the Mortgagor's homestead.
- (iii) As to Other Mortgaged Properties located in the State of Arkansas, Administrative Agent shall have the power to sell such Other Mortgaged Properties for cash at public sale to the highest bidder 60 days following the recording in the Arkansas counties reflected in Exhibit A hereto of a notice of default and intention to sell and publication of notice in a newspaper in general circulation in said counties for 30 days, once a week for four consecutive weeks prior to the date of sale, with the final publication no more than 10 days prior to the sale.
- (iv) As to the Other Mortgaged Properties located in the State of Wisconsin, Administrative Agent may, at its option, proceed by suit or suits in equity or at Law to foreclose this Mortgage and Mortgagor agrees to the provisions of §46.103 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting the Administrative Agent, at the Administrative Agent's option and upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such Other Mortgaged Properties three (3) months after a foreclosure judgment is entered.
- (v) As to the Other Mortgaged Properties located in the State of Illinois: If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et. seq., as it may from time to time be amended (herein the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act. Without in any way limiting or restricting any of Administrative Agent's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, Administrative Agent shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act. If any provision of this Mortgage grants to Administrative Agent any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Administrative Agent under the Act in the absence of said provision, Administrative Agent shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law. Without limiting the generality of the foregoing, (i) in

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addition to any other provision of this Mortgage authorizing the Administrative Agent to take or be placed in possession of the mortgaged property, or for the appointment of a receiver, Administrative Agent shall have the right, in accordance with 735 ILCS 5/15-1701 and 1702, to be placed in possession of the mortgaged property or at its request to have a receiver appointed, and such receiver, or Administrative Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in ILCS 5/15-1701 and 1703, and (ii) all expenses incurred by Administrative Agent, to the extent reimbursable under 735 ILCS 5/15-1510, 735 ILCS 5/15-1512, or any other provisions of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

(vi) As to the Other Mortgaged Properties located in the State of Wyoming, Administrative Agent may proceed by suit or suits in equity or at law to foreclose this Mortgage by judicial action, by advertisement under power of sale or in any manner then permitted by applicable law. Administrative Agent shall be entitled to all of the rights, remedies and benefits of a secured party, a mortgagee and a beneficiary granted under applicable law; and shall be entitled to enforce all such rights, remedies and benefits. Mortgagor intends and hereby grants to Administrative Agent all such rights, powers and remedies whether or not such rights, powers and remedies are expressly granted or reserved herein. Any sale of the Other Mortgaged Properties under this Article IV shall take place at such place or places and otherwise in such manner and upon such notice as may be required by law; or, in the absence of any such requirement, as Administrative Agent may deem appropriate.

(vii) As to the Other Mortgaged Properties located in the State of Colorado, Administrative Agent may proceed by suit or suits in equity or at law to foreclose this Mortgage by judicial action or in any manner then permitted by applicable law. Administrative Agent shall be entitled to all of the rights, remedies and benefits of a secured party, a mortgagee and a beneficiary granted under applicable law; and shall be entitled to enforce all such rights, remedies and benefits. Mortgagor intends and hereby grants to Administrative Agent all such rights, powers and remedies whether or not such rights, powers and remedies are expressly granted or reserved herein. Any sale of the Other Mortgaged Properties under this Article IV shall take place at such place or places and otherwise in such manner and upon such notice as may be required by law; or, in the absence of any such requirement, as Administrative Agent may deem appropriate.

(viii) As to Mortgaged Properties located in the State of Idaho, the Administrative Agent may foreclose this Mortgage by judicial action pursuant to I.C. 6-101 et seq. or in any manner permitted by applicable law.

(ix) As to the Other Mortgaged Properties located in Montana, this Deed of Trust may be foreclosed by advertisement and sale in the manner provided in the Small Tract Finance Act of Montana or by judicial proceeding as provided by Montana Law for the foreclosure of mortgages on real property.

(x) As to the Other Mortgaged Property located in any state the following shall apply:

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW ADMINISTRATIVE AGENT TO TAKE THE OTHER

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MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) Upon the occurrence of a default, Administrative Agent may exercise its rights of enforcement with respect to the Collateral under the Texas Business and Commerce Code, as amended, under the Louisiana Uniform Commercial Code - Secured Transactions (La.R.S. 10:9-101 et seq.), as amended, under the UCC of Arkansas, Colorado, Idaho, Illinois, Indiana, Kansas, Missouri, Montana, Nevada, Oklahoma, Tennessee, Washington, Wisconsin, or Wyoming, as amended, or under the UCC or any other statute in force in any state to the extent the same is applicable Law. Cumulative of the foregoing and the other provisions of this Section 4.3:

(i) To the extent permitted by Law, Administrative Agent may enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(ii) Administrative Agent may require Mortgagor to assemble the Collateral and make it available at a place Administrative Agent designates which is mutually convenient to allow Administrative Agent to take possession or dispose of the Collateral; and

(iii) written notice mailed to Mortgagor as provided herein at least five (5) days (except with respect to Collateral located in the State of Wisconsin, then ten (10) days) prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(iv) in the event of a foreclosure of the Liens, privileges, and/or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Administrative Agent, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith); and

(v) the expenses of sale provided for in clause FIRST of Section 4.6 shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition; and

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.6 as if the same were sales proceeds; and

(vii) as to the Collateral located in or otherwise subject to the Laws of the State of Louisiana, Administrative Agent may foreclose this Mortgage as a security agreement affecting the Collateral by executory process, or other legal process, subject to and on the terms and conditions required or permitted by applicable Law, and shall have the right to appoint a keeper of such Collateral, as more fully set forth in subpart (e) below.

(d) To the extent permitted by applicable Law, the sale hereunder of less than the whole of the Property shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Property shall be sold, and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of conducting such sale, this Mortgage and the Liens, privileges, and

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security interests hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property. In the event any sale hereunder is not completed or is defective in the opinion of Administrative Agent, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Administrative Agent shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by Law. The Trustee or his successor or substitute and the Administrative Agent acting under power of sale, respectively, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by it (including, without limitation, the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to all of the secured indebtedness having been declared to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or, with respect to any sale by the Trustee, or any successor or substitute trustee, or by Administrative Agent as to the refusal, failure or inability to act of Trustee or any substitute or successor trustee or the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Notwithstanding any reference herein to the Notes, the Credit Agreement, any other Loan Document or any agreement evidencing Lender Swap Obligations or Secured Account Exposure, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document, or certificate, of the Administrative Agent as to the occurrence of an event, such as an Event of Default, and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. With respect to any sale held in foreclosure of the Liens, privileges, and/or security interests covered hereby, it shall not be necessary for the Trustee, Administrative Agent, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Property or any part thereof.

(e) As to Property now or hereafter located in, or otherwise subject to the Laws of, the State of Louisiana, Mortgagor acknowledges the secured indebtedness, whether now existing or to arise hereafter, and for Mortgagor and Mortgagor's heirs, devisees, personal representatives, successors and assigns, hereby confesses judgment for the full amount of the secured indebtedness, if not paid when due, whether by acceleration or otherwise, in favor of the Administrative Agent for the benefit of the L/C Issuer and Lenders. Mortgagor further agrees that the Administrative Agent may cause all or any part of the Property to be seized and sold by executory process, the Mortgagor waiving the benefit of all Laws or parts of Laws relative to the appraisal of property seized and sold under executory process or other legal process, and consenting that all or any part of the Property may be sold without appraisal, either in its entirety or in lots and parcels, as the Administrative Agent may determine, to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct. Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other Laws conferring the same; (ii) the demand and three (3) days delay as provided in articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure provided for in articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above, and all other Laws providing rights of notice, demand, appraisal, or delay. Mortgagor expressly authorizes and agrees that Administrative Agent shall have the right to appoint a keeper of such Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and La.

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R.S. 9:5136 et seq., which keeper may be the Administrative Agent, any agent or employee thereof, or any other person, firm, corporation, or other business entity. Compensation for the services of the keeper is hereby fixed at five percent (5%) of the amount due or sued for or claimed or sought to be protected, preserved, or enforced in the proceeding for the recognition or enforcement of this Mortgage and shall be secured by the Liens, privileges, and security interests of this Mortgage.

Section 4.4. Effective as Mortgage. As to the Deed of Trust Mortgaged Properties, this instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a default may be foreclosed as to the Deed of Trust Mortgaged Properties, or any portion thereof, in any manner permitted by applicable Law, and any foreclosure suit may be brought by Trustee or by Administrative Agent. To the extent, if any, required to cause this instrument to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Deed of Trust Mortgaged Properties to Administrative Agent. In the event a foreclosure hereunder as to the Deed of Trust Mortgaged Properties, or any part thereof, shall be commenced by Trustee, or his substitute or successor, Administrative Agent may at any time before the sale of such properties direct Trustee to abandon the sale, and may then institute suit for the foreclosure of this Mortgage as to such properties. It is agreed that if Administrative Agent should institute a suit for the foreclosure of this Mortgage, Administrative Agent may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, its substitute or successor, to sell the Deed of Trust Mortgaged Properties, or any part thereof, in accordance with the provisions of this Mortgage.

Section 4.5. Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of a default, Administrative Agent shall as a matter of right be entitled to the appointment of a receiver or receivers by *ex parte* application, without notice to Mortgagor (except in Wisconsin in which *ex parte* application will not be made and reasonable notice will be given to Mortgagor except in Oklahoma a receiver may only be appointed in accordance with OKLA. STAT. title 12 §1551), for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby. Furthermore, Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Administrative Agent, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Administrative Agent under Article III hereof. Mortgagor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Any receiver shall have all powers conferred by the court appointing such receiver, which powers shall, to the extent not prohibited by applicable law, include, without limitation, the right to enter upon and take immediate possession of the Property or any part thereof, to exclude Mortgagor therefrom, to hold, use, operate, manage and control the Property, to make all such repairs, replacements, alterations, additions and improvements to the same as such receiver or Administrative Agent may deem proper or expedient, to lease, sell or otherwise transfer the Property or any portion thereof as such receiver or Administrative Agent may deem proper or expedient, and to demand and collect all of the other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to the property. Nothing herein is to be construed to deprive Administrative Agent of any other right, remedy or privilege it may now or hereafter have under the Law to have a receiver appointed. Any money advanced by Administrative Agent in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Administrative Agent and shall bear interest, from the date of making such advancement by Administrative Agent until paid, at the Default Rate.

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Section 4.6. Proceeds of Foreclosure. The proceeds of any sale held in foreclosure of the Liens, privileges, and/or security interests evidenced hereby shall be applied as required by applicable law, or in the absence of any such requirement as follows:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit or any judicial proceeding and including but not limited to a reasonable fee to the Trustee if such sale was made by the Trustee acting under the provisions of Section 4.3(a) or otherwise and including but not limited to the compensation of the keeper, if any;

SECOND, to the payment of the secured indebtedness as provided in Section 9.12 of the Credit Agreement, or to the extent not so provided, in such manner and order as Administrative Agent elects.

Section 4.7. L/C Issuer and Lender as Purchaser. L/C Issuer and any party constituting a Lender under the Credit Agreement shall have the right to bid for and become the purchaser at any sale held in foreclosure of the Liens, privileges, and/or security interests evidenced hereby, and L/C Issuer and any party constituting a Lender which is purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such party, or if such party holds less than all of such indebtedness, the pro rata part thereof owing to such party, accounting to Administrative Agent, L/C Issuer or any Lender, if such party is not joining in such bid, in cash for the portion of such bid or bids apportionable to such non-bidding L/C Issuer, Lender or Lenders. Administrative Agent shall have the right to bid for and become the purchaser at any sale held in foreclosure of the Liens, privileges, and/or security interests evidenced hereby and shall be entitled to apply all or any part of the indebtedness as credit to the purchase price to the extent permitted by applicable law.

Section 4.8. Foreclosure as to Matured Debt. Upon the occurrence of a default, Administrative Agent shall have the right to proceed with foreclosure of the Liens, privileges, and/or security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness and shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.6 except that the amount paid under clause SECOND thereof shall be only the matured portion of the secured indebtedness. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 4.9. Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at Law or in equity and are cumulative of any and all other remedies provided for in any other Loan Document or any agreement evidencing Lender Swap Obligations or Secured Account Exposure, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at Law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the Liens, privileges, and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder, under any such other Loan Document, under any agreement evidencing Lender Swap Obligations or Secured Account Exposure or provided for by Law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

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Section 4.10. Discretion as to Security. Administrative Agent may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Administrative Agent in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, Liens, privileges, or security interests evidenced by this Mortgage.

Section 4.11. Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any Law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable Law, hereby waives and releases all rights of appraisal, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the Liens, privileges, and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of Law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. In particular, but without limitation of the foregoing, to the fullest extent that Mortgagor may do so, Mortgagor waives (i) the benefit of all Laws now existing or that hereafter may be enacted limiting the amount of indebtedness that can be collected, either before or after foreclosure, by court action or by power of sale, in relation to the value of the property described herein; and (ii) the benefit of all Laws that may be hereafter enacted in any way limiting the time for any action for the collection of indebtedness by reference to the time of exercise of any remedy available hereunder, or extending the time for enforcing collection of the indebtedness or creating or extending a period of redemption from any sale made in collecting the indebtedness. Mortgagor acknowledges and agrees that the property described herein may be part of collateral located in more than one state, and therefor Mortgagor waives and relinquishes any and all rights it may have, whether at Law or equity, to require Administrative Agent to proceed to enforce or exercise any rights, powers and remedies they may have under the Loan Documents or the agreements evidencing Lender Swap Obligations or Secured Account Exposure in any particular manner, in any particular order, or in any particular state or other jurisdiction. Mortgagor further agrees that any particular proceeding, including without limitation foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in any one or more states as to all or any part of the collateral, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the collateral. If any Law referred to in this section and now in force, of which Mortgagor or Mortgagor's representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such Law shall not thereafter be deemed to preclude the application of this section.

Section 4.12. Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant

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of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. To the extent permitted by applicable Law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 4.13. Waiver of Arkansas Right of Redemption. In addition to and without limitation to the foregoing in any manner, Mortgagor hereby releases unto Administrative Agent, L/C Issuer and Lenders all right of redemption under the Laws of the State of Arkansas, including without limitation all rights under Ark. Code Ann. §18-49-106, as amended.

Section 4.14. Waiver of Oklahoma Appraisal. As to Property situated in or otherwise subject to the Laws of the State of Oklahoma, appraisal of the Property is hereby waived (or not) at the option of Administrative Agent, such option to be exercised at the time judgment is rendered in any foreclosure hereof or at any time prior thereto.

Section 4.15. Federal and Tribal Transfers. Upon a sale conducted pursuant to this Article IV of all or any portion of the Mortgaged Properties consisting of interest (the "Federal and Tribal Interests") in leases, easements, rights-of-way, agreements or other documents and instruments covering, affecting or otherwise relating to federal or tribal lands (including, without limitation, leases, easements and rights-of-way issued by the Bureau of Land Management; leases, easements, and rights-of-way issued by the Bureau of Indian Affairs; and leases, easements, rights-of-way and minerals agreements with tribal governments or agencies or allottees), Mortgagor agrees to take all action and execute all instruments necessary or advisable to transfer the Federal and Tribal Interest to the purchaser at such sale, including without limitation, to execute, acknowledge and deliver assignments of the Federal and Tribal Interests on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements, to seek and request approval thereof and to take all other action necessary or advisable in connection therewith. Mortgagor hereby irrevocably appoints Administrative Agent as Mortgagor's attorney-in-fact and proxy, with full power and authority in the place and stead of Mortgagor, in the name of Mortgagor or otherwise to take any such action and execute any such instrument on behalf of Mortgagor that Administrative Agent may deem necessary or advisable to so transfer the Federal and Tribal Interests, including without limitation, the power and authority to execute, acknowledge and deliver such assignments, to seek and request approval thereof, and to take all other action deemed necessary or advisable by Administrative Agent in connection therewith; and Mortgagor hereby adopts, ratifies and confirms all such actions and instruments. Such power of attorney and proxy is coupled with an interest, shall survive the dissolution, termination, reorganization or other incapacity of Mortgagor and shall be irrevocable. No such action by Administrative Agent shall constitute acknowledgment of, or assumption of liabilities relating to, the Federal and Tribal Interests, and neither Mortgagor nor any other party may claim that Administrative Agent is bound, directly or indirectly, by any such action.

Section 4.16. Limitation on Rights and Waivers. All rights, powers and remedies herein conferred shall be exercisable by Trustee and Administrative Agent only to the extent not prohibited by applicable law; and all waivers and relinquishments of rights and similar matters shall only be effective to the extent such waivers or relinquishments are not prohibited by applicable law.

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Section 4.17. Waiver of Appraisal. Appraisal of the Property is hereby waived or not waived at Administrative Agent's option, which shall be exercised at the time judgment is rendered in any foreclosure hereof or at any time prior hereto.

ARTICLE V.

Miscellaneous

Section 5.1. Scope of Mortgage. This Mortgage is a deed of trust and mortgage of both real/immovable and personal/movable property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures and all rights as set out herein.

Section 5.2. Effective as a Financing Statement. This Mortgage covers goods which are or are to become fixtures related to the real/immovable property described herein, and this Mortgage shall be effective as a financing statement filed as a fixture filing (within the meaning of the applicable UCC) with respect to all goods which are or are to become fixtures with respect to the Mortgaged Properties. This Mortgage is to be filed for record in the real/immovable property records of each county where any part of the Mortgaged Properties is situated and may also be filed in the offices of the Bureau of Land Management, the General Land Office, or the Minerals Management Service or any relevant federal or state agency (or any successor agencies). This Mortgage shall also be effective as a financing statement covering any other Property which is or is to become fixtures and may be filed in any other appropriate filing or recording office, including, but not limited to, with the clerk of any Louisiana parish for filing in the central registry of the State of Louisiana, as well as in any appropriate office(s) of any jurisdiction in order to perfect the security interests in the Property which is or is to become fixtures. The information provided in this Section 5.2 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "debtor" and its name and mailing address are set forth on the signature page hereto and below. Administrative Agent is the "secured party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are set forth in the preamble of this Mortgage immediately preceding Article 1 and below. A statement describing the portion of the Mortgaged Properties comprising the fixtures hereby secured is set forth in Section 1.1 and Section 1.2 of this Mortgage. Mortgagor represents and warrants to Administrative Agent that Mortgagor is the record owner of the Mortgaged Properties, the employer identification number of Mortgagor and the organizational identification number of Mortgagor are set forth on the cover page hereto. Nothing contained in this paragraph shall be construed to limit the scope of this Mortgage nor its effectiveness as a financing statement covering any type of Property.

(With Regard to Other Mortgaged Property located in Indiana:)

Name and address of the Debtor:	SemMaterials, L.P. 6120 South Yale, Suite 700 Tulsa, Oklahoma 74136
Type of organization:	Limited Partnership
Jurisdiction of organization:	Delaware
Organization ID No.:	2688949
Name and address of Secured Party:	Bank of America, N.A., as Administrative Agent

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100 Federal Street
Boston, Massachusetts 02110

Description of the types (or items) of property covered by this Financing Statement:

The Mortgaged Property described in the Granting Clauses on pages 3 through 6 above

Description of real estate located in Indiana to which the collateral is attached or upon which it is or will be located:

Those certain tracts of land, described in Exhibit A and Annex I

Record owner of real estate to which the collateral is attached or upon which it is or will be located:

SemMaterials, L.P.

Section 5.3. Reproduction of Mortgage as Financing Statement. Without limiting any other provision herein, Mortgagor hereby authorizes Administrative Agent to file one or more financing statements, or renewal or continuation statements thereof, describing the Collateral without the signature of the Mortgagor, including without limitation, a financing statement covering "all assets of Mortgagor, all proceeds therefrom and all rights and privileges with respect thereto."

Section 5.4. Notice to Account Debtors. In addition to, but without limitation of, the rights granted in Article III hereof, Administrative Agent may, at any time after a default has occurred that is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Administrative Agent directly.

Section 5.5. Waivers. Administrative Agent may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagor's doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein from the Lien, privilege, and security interest of this Mortgage, without the joinder of Trustee. Any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein, in any other Loan Document or in any agreement evidencing Lender Swap Obligations or Secured Account Exposure may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

Section 5.6. No Impairment of Security. To the extent allowed by Law, the Lien, privilege, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or release which may be granted including, but not limited to, any renewal, extension or modification which may be granted with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

Section 5.7. Acts Not Constituting Waiver. Any default may be waived without waiving any other prior or subsequent default. Any default may be remedied without waiving the default remedied.

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Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Administrative Agent and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 5.8. Mortgagor's Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, then, without notice to Mortgagor, such successor or successors in interest may be dealt with, with reference to this Mortgage and to the indebtedness secured hereby, in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance, and no extension of the time for the payment of the indebtedness secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

Section 5.9. Place of Payment. All secured indebtedness which may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Credit Agreement or Notes (or if no such designation is made, at the address of Administrative Agent indicated at the end of this Mortgage), or at such other place as Administrative Agent may designate in writing.

Section 5.10. Subrogation to Existing Liens. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding Lien, privilege, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced at Mortgagor's request, and the party or parties advancing the same shall be subrogated to any and all rights, security interests, privileges, and Liens owned by any owner or holder of such outstanding Lien, privileges, security interests, charges or encumbrances, irrespective of whether said Liens, privilege, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 5.11. Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the Lien, privilege, and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

Section 5.12. Compliance With Usury Laws. It is the intent of Mortgagor, Administrative Agent and all other parties to the Loan Documents and the agreements evidencing Lender Swap Obligations or Secured Account Exposure to contract in strict compliance with applicable usury Laws from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein, in the other Loan Documents or in the agreements evidencing Lender

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Swap Obligations or Secured Account Exposure shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be collected, charged, taken, reserved, or received by applicable Law from time to time in effect.

Section 5.13. Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Administrative Agent, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Administrative Agent. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Administrative Agent shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Administrative Agent shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Administrative Agent and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Property is sold hereunder. In the event the secured indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in the amount of such indebtedness shall have the right and authority to make the appointment of a successor or substitute trustee as provided for in the preceding sentence or to remove Trustee as provided in the first sentence of this section. Such appointment and designation by Administrative Agent, or by the holder or holders of not less than a majority of the indebtedness secured hereby, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Administrative Agent is a corporation or other business entity and such appointment is executed in its behalf by an officer of such corporation or other business entity, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or other business entity. Administrative Agent may act through an agent or attorney-in-fact in substituting trustees. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Deed of Trust Mortgaged Properties shall vest in the named successor or substitute Trustee and such successor or substitute shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Administrative Agent or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Deed of Trust Mortgaged Properties of the Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 5.14. No Liability for Trustee. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS MORTGAGE, THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE TRUSTEE'S NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder, believed by the Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by Law), and Trustee

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shall be under no liability for interest on any moneys received by him hereunder. Mortgagor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. Mortgagor will reimburse Trustee for, and indemnify and save Trustee harmless against, any and all liability and expenses (including attorneys fees) which may be incurred by Trustee in the performance of his duties. The foregoing indemnities shall not terminate upon the release, foreclosure or other termination of this Mortgage but will survive such release, termination and/or foreclosure of this Mortgage, or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Trustee shall be a demand obligation owing by Mortgagor to Trustee and shall be subject to and covered by the provisions of Section 2.2 hereof.

Section 5.15. Release of Mortgage. If all of the secured indebtedness be paid as the same becomes due and payable, no borrowings are available under the Working Capital Notes or the Revolver Notes, all other requirements of the Credit Agreement are satisfied and all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, and if neither the Mortgagor nor any Administrative Agent, L/C Issuer nor any Lender is bound to the other or to any third person to permit any obligation or secured indebtedness to be incurred then or thereafter, then, upon ten (10) business days' prior written notice (or such lesser number of days as may be mandated by applicable Law), the Mortgagor may request that this Mortgage be terminated. Upon such termination the Mortgagor may further request that a written act of release of this Mortgage be provided in accordance with applicable Law (except this Mortgage shall be reinstated to the extent expressly provided herein, and will continue with respect to indemnification and other rights which are to continue following the release hereof). Administrative Agent agrees to deliver to Mortgagor, or such person or entity designated by Mortgagor, such an act of release (subject to the foregoing limitation), all at the cost and expense of the Mortgagor, within ten (10) business days (or such lesser number of days as may be mandated by applicable Law) of receiving such request unless Administrative Agent in good faith, has cause to believe that Mortgagor is not entitled to a termination of this Mortgage. Notwithstanding the foregoing, it is understood and agreed that certain indemnifications, and other rights, which are provided herein to continue following the release hereof, shall continue in effect notwithstanding such release; and provided that if any payment to any Lender, L/C Issuer or Administrative Agent, is held to constitute a preference or a voidable transfer under applicable state or federal Laws or if for any other reason any Lender, L/C Issuer or Administrative Agent, is required to refund such payment to the payor thereof or to pay the amount thereof to any third party, this Mortgage shall be reinstated to the extent of such payment or payments.

Section 5.16. Notices. All notices, requests, consents, demands and other communications required or permitted hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile or other electronic transmission, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given (a) in the case of personal delivery or delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, (b) in the case of facsimile or other electronic transmission, upon receipt, and (c) in the case of registered or certified United States mail, three days after deposit in the mail. Notwithstanding the foregoing, or anything else in the Loan Documents or the agreements evidencing Lender Swap Obligations or Secured Account Exposure which may appear to the contrary, any notice given in connection with a foreclosure of the Liens,

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privileges, and/or security interests created hereunder, or otherwise in connection with the exercise by Administrative Agent or Trustee of their respective rights hereunder or under any other Loan Document or any agreement evidencing Lender Swap Obligations or Secured Account Exposure, which is given in a manner permitted by applicable Law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Property to which such statute is applicable) constitute proper notice.

Section 5.17. Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.18. Gender; Titles. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Except for the titles contained in Articles VI through IX herein, and any other title which contains the name of one or more states in it, titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

Section 5.19. Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Administrative Agent shall reasonably request and will pay all such recording, filing, re-recording and refile taxes, fees and other charges.

Section 5.20. Certain Consents. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Administrative Agent is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Administrative Agent, and Administrative Agent shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner, regardless of the reasonableness of either the request or Administrative Agent's judgment.

Section 5.21. Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor's liability hereunder shall extend to and include all post petition interest, expenses, and other duties and liabilities with respect to Mortgagor's obligations hereunder, which would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 5.22. Joint and Several Liability. Each of US Borrower, SemPipe, SemFuel, SemKan, SemMaterials and KC Asphalt hereby agree to be jointly and severally responsible and liable for the repayment of all of the secured indebtedness and the performance of all other covenants, agreements and obligations of the Mortgagor hereunder, under the other Loan Documents and under the agreements evidencing Lender Swap Obligations or Secured Account Exposure.

Section 5.23. Counterparts. This Mortgage may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of **Exhibit A** and/or **Annex I** which contains descriptions of the properties located in (or

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otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of **Exhibit A** and/or **Annex I** shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Mortgage containing the entire **Exhibit A** and **Annexes I, II and III** have been retained by Mortgagor and Administrative Agent. A counterpart of the Mortgage, with complete **Exhibit A** (as it relates to Mortgaged Properties located in the State of Kansas) and **Annex I** attached, shall be recorded in Sedgwick County, Kansas and an additional counterpart of the Mortgage, with complete **Exhibit A** (as it relates to Mortgaged Properties in the State of Louisiana) and **Annexes I, II and III** attached shall be recorded in Terrebonne Parish, Louisiana.

Section 5.24. **Successors and Assigns.** The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Trustee and Administrative Agent and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. All references in this Mortgage to Mortgagor, Trustee or Administrative Agent shall be deemed to include all such successors and assigns.

Section 5.25. **FINAL AGREEMENT OF THE PARTIES. THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 5.26. **CHOICE OF LAW. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, WITH RESPECT TO EACH PORTION OF THE PROPERTY, THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE IN WHICH SUCH PORTION OF THE PROPERTY IS LOCATED OR WHICH IS OTHERWISE APPLICABLE TO SUCH PORTION OF THE PROPERTY.**

Section 5.27. **CHOICE OF VENUE. MORTGAGOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY COURT LOCATED IN SUCH STATE IN THE EVENT OF ANY LEGAL PROCEEDING UNDER THIS MORTGAGE.**

Section 5.28. **Appearance, Resolutions.** For purposes of Louisiana Law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Mortgage. Mortgagor attaches to counterparts hereof being recorded in Louisiana, as Annex II, certified resolutions of the members of the management committee of the general partner of each Mortgagor or of general partner of the sole member of each Mortgagor, as applicable, authorizing the execution and delivery of this Mortgage.

Section 5.29. **Paraph.** Mortgagor acknowledges that no promissory note or other obligation has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

Section 5.30. **Restatement; Reinscription.** Reference is made to the instruments (the "Prior Mortgages") which were filed of record as reflected on **Annex I** attached hereto and made a part hereof, and which encumber those certain tracts of land described or referenced in the instruments described in **Annex I** (such descriptions and references to such tracts being incorporated herein by reference), except those certain tracts of land which were subject to such instruments and which have

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been expressly released prior to the date hereof by a written partial release duly executed, acknowledged, and delivered by the Administrative Agent if any (the "Partial Releases"), including without limitation that certain Amended and Restated Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 16, 2005 (as heretofore amended, supplemented, restated or otherwise modified from time to time, the "Original Mortgage") from US Borrower, SemPipe, SemFuel, SemKan, and SemProducts to Prlap, Inc., Trustee and Administrative Agent which was executed and delivered pursuant to the Credit Agreement. It is the desire and intention of the parties hereto, in addition to the Liens, rights, powers, privileges, superior titles, estates and security interests in the Property created by virtue of this Mortgage, to renew, extend, and reinscribe all Liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of each of the Prior Mortgages and in connection therewith, it is understood and agreed that this Mortgage restates, amends, and reinscribes each of the Prior Mortgages in their entirety (except as previously released pursuant to a Partial Release, if any). This Mortgage renews, extends, and reinscribes all Liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue each of the Prior Mortgages, but the terms, provisions and conditions of such Liens, powers, privileges, superior titles, estates and security interests shall hereafter be governed in all respects by this Mortgage and any amendments or supplements hereto. Notwithstanding the fact that the properties, rights and interests described in and subject to the Prior Mortgages (except those which have been previously released pursuant to a Partial Release, if any) are also subject to the Liens, rights, powers, privileges, titles, estates and security interests existing by virtue of this Mortgage, this Mortgage does not, and shall not be construed to, release, discharge, extinguish or diminish, in any way, the Liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of each of the Prior Mortgages, or the priority thereof.

Section 5.31. Intervention. Canadian Borrower has intervened herein and has appeared before the undersigned Notary Public and two witnesses for purposes of the acknowledgment of secured indebtedness and confession of judgment under Louisiana Law as more fully set forth in Section 4.3(e) hereof. Canadian Borrower is represented herein through its undersigned officer, pursuant to resolutions of its board of directors, a certified copy of which is attached hereto as Annex III.

Section 5.32. Intervention. Canadian Borrower has intervened herein and has appeared before the undersigned Notary Public and two witnesses for purposes of the acknowledgment of secured indebtedness and confession of judgment under Louisiana Law as more fully set forth in Section 4.3(e) hereof. Canadian Borrower is represented herein through its undersigned officer, pursuant to resolutions of its board of directors, a certified copy of which is attached hereto as Annex III.

ARTICLE VI.

Special Idaho Provisions

Section 6.1. Inconsistencies. With respect to the Mortgaged Property located in the state of Idaho, the provisions set forth in this Article VI shall apply to and be made a part of the Mortgage. In the event of any inconsistencies between the terms and provisions of this Article VI and the other terms and provisions of this Mortgage, or to the extent, and only to the extent, any of the terms and provisions in this Article VI conflict with, or are ambiguous when read together with, any of the other terms and provisions of this Mortgage, the provisions of this Article VI shall govern. Capitalized words and phrases contained in this Article VI shall have the definition ascribed to them in the main body of the Mortgage, unless the context manifestly requires otherwise.

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Section 6.2. Redemption. Pursuant to I.C. 11-310, in the event of a mortgage foreclosure of the Mortgaged Property located in the state of Idaho, Mortgagor has the statutory right to redeem the Mortgaged Property located in the state of Idaho within one year if the Mortgaged Property is more than twenty (20) acres and within six months if the Mortgaged Property is twenty (20) acres or less.

Section 6.3. Statute of Frauds. Under I.C. 9-505(5), a promise or commitment to lend money or to grant credit in an original principal amount of fifty thousand dollars (\$50,000) or more, made by a person or entity engaged in the business of lending money or extending credit, must be in writing or such a promise or commitment is not valid.

Section 6.4. One Action Rule. Pursuant to I.C. 6-101, Idaho maintains a one-action rule for the recovery of any debt or the enforcement of any right secured by a mortgage upon real property. Thus, upon the occurrence and during the continuance of any Event of Default, in order for Lender to collect on the indebtedness secured by the Mortgage, Lender must foreclose on this Mortgage.

Section 6.5. Deficiency Judgment. In the event of a mortgage foreclosure, the parties acknowledge that Idaho law may limit the amount of any deficiency judgment to the difference between the indebtedness (plus costs of foreclosure and sale) and the reasonable value of the Mortgaged Property.

ARTICLE VII.

Special Indiana Provisions

Section 7.1. Inconsistencies. With respect to the Mortgaged Property located in the state of Indiana, the provisions set forth in this Article VII shall apply to and be made a part of the Mortgage. In the event of any inconsistencies between the terms and provisions of this Article VII and the other terms and provisions of this Mortgage, or to the extent, and only to the extent, any of the terms and provisions in this Article VII conflict with, or are ambiguous when read together with, any of the other terms and provisions of this Mortgage, the provisions of this Article VII shall govern. Capitalized words and phrases contained in this Article VII shall have the definition ascribed to them in the main body of the Mortgage, unless the context manifestly requires otherwise.

Section 7.2. Indiana Responsible Property Transfer Law. To the best of Mortgagor's actual knowledge, the Mortgaged Properties located in Indiana (the "Indiana Properties")

- (a) do not contain any facility that is subject to reporting under Section 312 of the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022);
- (b) is not the site of one (1) or more underground storage tanks for which notification is required under 42 U.S.C. 6991a and IC 13-23-1-2(c)(8)(A); and
- (c) is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616).

Mortgagor has complied with the Responsible Property Transfer Law of Indiana (Ind. Code § 13-25-3-1 et seq.) in all respects in connection with its execution of this Mortgage.

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Section 7.3. Costs of Foreclosure/Indiana Properties. In any suit to foreclose the Lien hereof or enforce any other remedy of Administrative Agent under this Mortgage with respect to the Indiana Properties, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Administrative Agent for reasonable attorneys' costs and fees (including the costs and fees of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses incurred by Administrative Agent with respect to environmental matters, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Administrative Agent may deem reasonably necessary in connection with such foreclosure or enforcement of such other remedies or to evidence to bidders at any foreclosure sale the true condition of the title to, the value of or the environmental condition of the Indiana Properties.

Section 7.4. Additional Indiana Remedies. In addition to the rights and remedies provided in Section 4 hereof, upon, or at any time after the filing of a complaint to foreclose this Mortgage with respect to the Indiana Properties, Administrative Agent shall be entitled to the appointment of a receiver of the Indiana Properties by the court in which such complaint is filed and Mortgagor hereby consents to such appointment.

Section 7.5. Attorneys Fees. As used herein, the terms "attorneys' fees," "reasonable attorneys' fees," "reasonable counsel's fees," "costs of collection," "costs and expenses of enforcement" and similar terms and phrases shall include, without limitation, costs and fees of paralegals, support staff costs and amounts expended in litigation preparation and computerized research, telephone and telefax expenses, mileage, depositions, postage, photocopies, process service and video tapes.

ARTICLE VIII.

Special Illinois Provisions

Section 8.1. Inconsistencies. The provisions of this Article are intended to supplement the remedies and other terms and provisions contained in the Mortgage, and shall apply in connection with Property located in Illinois.

Section 8.2. MORTGAGOR'S WAIVER OF RIGHTS. THE MORTGAGOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS MORTGAGE IS A PART IS A TRANSACTION WHICH DOES NOT INCLUDE EITHER AGRICULTURAL REAL ESTATE (AS DEFINED IN THE ACT), OR RESIDENTIAL REAL ESTATE (AS DEFINED IN THE ACT). EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, THE MORTGAGOR WAIVES THE BENEFIT OF ALL LAWS NOW EXISTING OR THAT MAY SUBSEQUENTLY BE ENACTED PROVIDING FOR (I) ANY APPRAISEMENT BEFORE SALE OF ANY PORTION OF THE MORTGAGED PROPERTY, (II) ANY EXTENSION OF THE TIME FOR THE ENFORCEMENT OF THE COLLECTION OF THE INDEBTEDNESS OR THE CREATION OR EXTENSION OF A PERIOD OF REDEMPTION FROM ANY SALE MADE IN COLLECTING SUCH DEBT OR (III) EXEMPTION OF THE MORTGAGED PROPERTIES FROM ATTACHMENT, LEVY OR SALE UNDER EXECUTION OR EXEMPTION FROM CIVIL PROCESS. EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE FULL EXTENT THE MORTGAGOR MAY DO SO, THE MORTGAGOR AGREES THAT THE MORTGAGOR WILL NOT

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AT ANY TIME INSIST UPON, PLEAD, CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF ANY LAW NOW OR HEREAFTER IN FORCE PROVIDING FOR ANY APPRAISEMENT, VALUATION, STAY, EXEMPTION, EXTENSION, REINSTATEMENT OR REDEMPTION, OR REQUIRING FORECLOSURE OF THIS MORTGAGE BEFORE EXERCISING ANY OTHER REMEDY GRANTED HEREUNDER AND THE MORTGAGOR, FOR THE MORTGAGOR AND ITS SUCCESSORS AND ASSIGNS, AND FOR ANY AND ALL PERSONS EVER CLAIMING ANY INTEREST IN THE MORTGAGED PROPERTIES, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES AND RELEASES ALL RIGHTS OF REINSTATEMENT, REDEMPTION, VALUATION, APPRAISEMENT STAY OF EXECUTION, NOTICE OF ELECTION TO MATURE OR DECLARE DUE THE WHOLE OF THE SECURED INDEBTEDNESS AND MARSHALLING IN THE EVENT OF FORECLOSURE OF THE LIENS HEREBY CREATED.

Section 8.3. Assignment of Rents. Notwithstanding provisions hereof relating to the assignment of rents, Administrative Agent shall not exercise its right to receive such rents until it has taken possession, to the extent such possession is required by applicable law to exercise such right.

Section 8.4. Certain Insurance Disclosures. Pursuant to the Illinois Collateral Protection Act and the Illinois Financial Institution Insurance Sales Law, Administrative Agent hereby notifies Mortgagor as follows: You may obtain insurance required in connection with your loan or extension of credit from any insurance agent, broker, or firm that sells such insurance, provided the insurance requirements in connection with your loan are otherwise complied with. Your choice of insurance provider will not affect our credit decision or your credit terms. Unless you provide us with evidence of the insurance coverage required by your agreements with us, we may purchase insurance at your expense to protect our interest in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreements. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Section 8.5. Business Purposes. Mortgagor certifies, represents and warrants to the Administrative Agent that the indebtedness secured by this Mortgage is a "business purpose loan" as provided in 815 ILCS 4/1(c).

ARTICLE IX.

Special Washington Provisions

Section 9.1. Property Use. Mortgagor warrants and covenants that the Property is not used principally for agricultural purposes and that the indebtedness secured by this Mortgage was not made primarily for personal, family, or household purposes.

Section 9.2. Deficiency Judgment. To the extent permitted by applicable law, Trustee or Administrative Agent may obtain a deficiency judgment if the net sales proceeds of any sale of the Property under the power of sale granted by this Mortgage are insufficient to pay in full all of the obligations secured hereby.

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Section 9.3. Oral Agreements. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor, acting by and through its duly authorized officer, has executed this Mortgage effective as of the Effective Date.

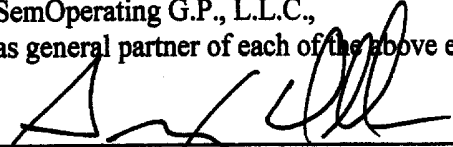
SEMCRUDE, L.P.

SEMPIPE, L.P.

SEMFUEL, L.P.

SEMMATERIALS, L.P.

By: SemOperating G.P., L.L.C.,
as general partner of each of the above entities

By: 
Gregory C. Wallace, Vice President and Secretary
of SemOperating G.P., L.L.C.

SEMKAN, L.L.C.

By: SemGas, L.P., its sole member

By: SemOperating G.P., L.L.C.,
as general partner of SemGas, L.P.

By: 
Gregory C. Wallace, Vice President and Secretary of
SemOperating G.P., L.L.C.

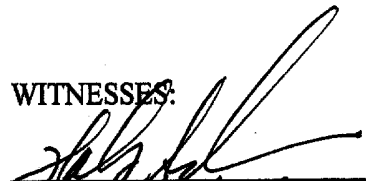
K. C. ASPHALT, L.L.C.

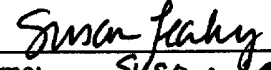
By: SemMaterials, L.P., its sole member and manager

By: SemOperating G.P., L.L.C., its general partner

By: 
Gregory C. Wallace, Vice President and Secretary

WITNESSES:


Name: Holly Anderson


Name: Susan Leary

The address of Administrative Agent is:
100 Federal Street
Boston, MA 02110

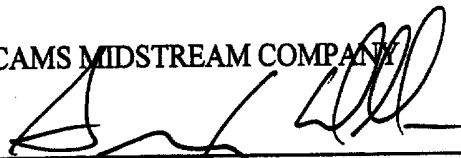
The address of Mortgagor is:
Two Warren Place
6120 South Yale Avenue
Suite 700
Tulsa, OK 74136

The address of Trustee is:
101 South Tryon Street
Charlotte, North Carolina 28255

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SEMCAMS MIDSTREAM COMPANY

By:




Gregory C. Wallace
Vice President and Secretary

WITNESSES:



Printed Name: Holly Anderson

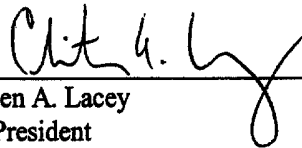


Printed Name: Susan Leahy

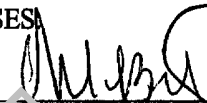
Property of Cook County Clerk's Office

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BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Christen A. Lacey
Title: Vice President

WITNESSES


Name: Michael J. Brochetti


Name: Sandra M. Serie

The address of Administrative Agent is:
100 Federal Street
Boston, MA 02110

The address of Mortgagor is:
Two Warren Place
6120 South Yale Avenue
Suite 700
Tulsa, OK 74136

The address of Trustee is:
101 South Tryon Street
Charlotte, North Carolina 28255

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

(SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., and SemMaterials, L.P)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 31st day of May, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of each of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P. and SemMaterials, L.P., each such partnership being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas, Colorado,
Idaho, Illinois,
Indiana, Kansas,
Montana, Nevada,
Oklahoma,
Tennessee, Texas,
Washington,
Wisconsin, or
Wyoming

Louisiana

The foregoing instrument was acknowledged before me on this 31st day of May, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of each of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P. and SemMaterials, L.P. on behalf of said partnerships.

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the above-stated company, general partner of the above-stated partnerships, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company, in its capacity as the general partner of said partnerships, by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 31st day of May, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemOperating G.P., L.L.C., the general partner of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., and SemMaterials L.P., and that said instrument was signed on behalf of said limited liability company, on behalf of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P., and SemMaterials, L.P.,

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and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company on behalf of said limited partnerships.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of each of SemCrude, L.P., SemPipe, L.P., SemFuel, L.P. and SemMaterials, L.P. on behalf of said partnerships, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

[STAMP]

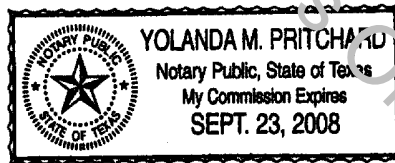
Yolanda M. Pritchard

NOTARY PUBLIC, in and for the State of Texas
residing at _____

Printed Name: _____

My commission expires: _____

My commission number: _____



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ACKNOWLEDGMENT (SemKan, L.L.C)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 31st day of May, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemGas, L.P., the sole member of SemKan, L.L.C., being a party to the annexed and foregoing instrument who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas, Colorado,
Idaho, Illinois,
Indiana, Kansas,
Montana, Nevada,
Oklahoma,
Tennessee, Texas,
Washington,
Wisconsin, or
Wyoming

Louisiana

The foregoing instrument was acknowledged before me on this 31st day of May, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemGas, L.P., the sole member of SemKan, L.L.C., on behalf of said limited liability company.

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the said SemOperating G.P., L.L.C., general partner of the said SemGas, L.P., the sole member of the said SemKan, L.L.C., who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said limited liability company, SemOperating G.P., L.L.C., in its capacity as the general partner of the sole member of said limited liability company, SemKan, L.L.C., by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 31st day of May, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemOperating G.P., L.L.C., the general partner of SemGas, L.P., the sole member of SemKan, L.L.C., and that said instrument was signed on behalf of said limited liability company, on behalf of SemGas, L.P., on behalf

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of SemKan, L.L.C., and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company on behalf of said limited partnerships.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemGas, L.P., the sole member of SemKan, L.L.C., on behalf of said limited liability company, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

[STAMP]

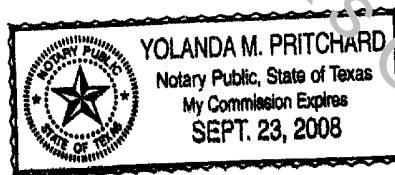
Yolanda M. Pritchard

NOTARY PUBLIC, in and for the State of Texas
residing at _____

Printed Name: _____

My commission expires: _____

My commission number: _____



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ACKNOWLEDGMENT (K. C. Asphalt, L.L.C.)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to make acknowledgments, hereby certify that, on this 31st day of May, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., an Oklahoma limited partnership, the sole member and manager of K. C. Asphalt, L.L.C., a Colorado limited liability company, such Colorado limited liability company being a party to the annexed and foregoing instrument, who stated that he was duly authorized in his capacity to execute the said foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Arkansas, Colorado,
Idaho, Illinois,
Indiana, Kansas,
Montana, Nevada,
Oklahoma, Texas,
Washington,
Wisconsin, or
Wyoming

The foregoing instrument was acknowledged before me on this 31st day of May, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., the sole member and manager of K. C. Asphalt, L.L.C., a Colorado limited liability company.

Louisiana

On this date before me, the undersigned authority personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the said SemOperating G.P., L.L.C., general partner of the said SemMaterials, L.P., the sole member and manager of the said K. C. Asphalt, L.L.C., who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said limited liability company, SemOperating G.P., L.L.C. in its capacity as the general partner of the sole member and manager of the said limited liability company, K. C. Asphalt, L.L.C., by authority of such company's management committee, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 31st day of May, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known,

[MULTI STATE MORTGAGE]

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who being by me duly sworn did say that he is the Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., the sole member and manager of K. C. Asphalt, L.L.C., a Colorado limited liability company, and that said instrument was signed in behalf of said limited liability company, on behalf of SemMaterials, L.P., on behalf of K. C. Asphalt, L.L.C., and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company on behalf of said limited partnership on behalf of said limited liability company.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemOperating G.P., L.L.C., an Oklahoma limited liability company, in its capacity as the general partner of SemMaterials, L.P., the sole member and manager of K. C. Asphalt, L.L.C., an Colorado limited liability company, on behalf of said limited liability company, the within named Mortgagor, and that Gregor C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as Vice President and Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

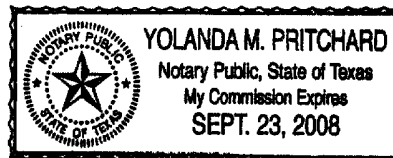
[STAMP]

Yolanda M. Pritchard
NOTARY PUBLIC in and for the State of Texas
residing at _____

Printed Name: _____

My commission expires: _____

My commission number: _____



UNOFFICIAL COPY**CANADIAN BORROWER ACKNOWLEDGMENT**

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 31st day of May, 2005, there personally appeared before me: Gregory C. Wallace, Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, such unlimited liability company being a party to the foregoing instrument.

The foregoing instrument was acknowledged before me on this 31st day of May, 2005, by Gregory C. Wallace, as Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, on behalf of said unlimited liability company.

On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above-designated officer of the above-stated company, who signed said document before me in the presence of the two witnesses, whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company by authority of such company's board of directors, and for the uses and purposes therein set forth and apparent.

THUS DONE AND PASSED, on the date above written, in my presence and in the presence of the said competent witnesses who have signed their names hereto with Mortgagor and me, Notary Public, after reading of the whole.

Missouri

On this 31st day of May, 2005, before me, a Notary Public in and for said State, personally appeared Gregory C. Wallace, to me personally known, who being by me duly sworn did say that he is the Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, and that said instrument was signed on behalf of said company, and said Gregory C. Wallace acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said company.

Tennessee

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory C. Wallace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President and Secretary of SemCams Midstream Company, a Nova Scotia unlimited liability company, the within named Mortgagor, and that Gregory C. Wallace as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as Vice President and Secretary.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

Yolanda M. Pritchard

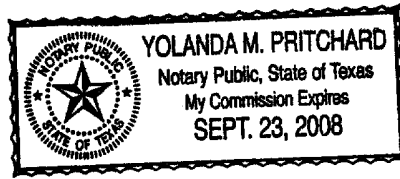
Full Name: _____

[STAMP]

NOTARY PUBLIC, in and for the State of Texas, residing at _____

My commission expires: _____

My commission number: _____



Property of Cook County Clerk's Office

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aforesaid, personally appeared Christen A. Lacey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Vice President of Bank of America, N.A. on behalf of said bank, the within named Administrative Agent, and that Christen A. Lacey as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Boston, Suffolk County, Massachusetts, on the day and year first above written.

[STAMP]	<i>Ellen F. Hickey</i>
	NOTARY PUBLIC, in and for the State of Massachusetts, residing at <u>Boston, MA</u>
	My commission expires: <u>9/12/2008</u>
	My commission number: _____

WHEN RECORDED OR FILED, PLEASE MAIL TO AND THIS DOCUMENT PREPARED BY:
James McKellar, Thompson & Knight, LLP, 1700 Pacific Avenue, Suite 3300, Dallas, Texas 75201



ELLEN F HICKEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Sept 12, 2008