UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

Form 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **December 20, 2012**

TRANSMONTAIGNE PARTNERS L.P.

(Exact name of registrant as specified in its charter)

Delaware	**001-32505**	**34-2037221**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

1670 Broadway, Suite 3100, Denver, CO 80202
(Address of principal executive offices)

(303) 626-8600
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry Into a Material Definitive Agreement

In connection with the acquisition by TransMontaigne Partners L.P. ("TransMontaigne") of a 42.5% ownership in Battleground Oil Specialty Terminal Company LLC ("BOSTCO") from Kinder Morgan Energy Partners, L.P. ("Kinder Morgan") as described under Item 2.01 below, effective as of December 20, 2012 TransMontaigne's wholly-owned subsidiary, TransMontaigne Operating Company L.P. ("TOC") entered into Amendment No. 3 ("Amendment No. 3") to Second Amended and Restated Senior Secured Credit Facility, dated March 9, 2011 (as previously amended, the "Credit Facility"), among TOC, as Borrower, TransMontaigne and certain of its subsidiaries, as Guarantors, the financial institutions party thereto as lenders, U.S. Bank National Association, as Syndication Agent, Bank of America, N.A., as Documentation Agent, and Wells Fargo Bank, National Association, as Administrative Agent. Amendment No. 3 amended the Credit Facility to increase the maximum borrowing line of credit from $250 million to $350 million and to allow TransMontaigne to consummate its acquisition of a 42.5% ownership interest in BOSTCO. As amended, the Credit Facility also provides TransMontaigne with the ability for future capital contributions in BOSTCO and to make other "permitted joint venture investments" subject to certain limitations.

The Credit Facility, which matures on March 9, 2016, was previously amended by a letter agreement, dated as of January 5, 2012 ("Amendment No. 1"), and by the Second Amendment to Second Amended and Restated Senior Secured Credit Facility, dated as of March 20, 2012 ("Amendment No. 2"). After giving effect to Amendment No. 3, the Credit Facility provides for a maximum borrowing line of credit equal to the lesser of (i) $350 million and (ii) 4.75 times Consolidated EBITDA. TransMontaigne had approximately $354.3 million of Consolidated EBITDA (as defined in the Credit Facility) at September 30, 2012).

In addition, Amendment No. 3, provides that TransMontaigne is expressly authorized to make up to $225 million of investments in BOSTCO (including the initial approximately $79 million investment on December 20, 2012) without regard to certain financial tests (including the "total leverage ratio," the "senior secured leverage ratio," the "interest coverage ratio" and the minimum liquidity requirements) that must otherwise be satisfied in order for TransMontaigne to make "permitted joint venture investments" in accordance with the amended Credit Facility (the "Specified BOSTCO Investment"). In addition to the Specified BOSTCO Investment, under the terms of the amended Credit Facility, TransMontaigne may make an additional $75 million of other joint venture investments (including additional investments in BOSTCO). Prior to Amendment No.3 the Credit Facility permitted TransMontaigne to make

up to $125 million of joint venture investments in the aggregate, subject to satisfying the financial and other conditions set forth in the Credit Facility in each case. After giving effect to Amendment No.3, the total amount of such investments that TransMontaigne may make was increased to $300 million, with an aggregate of $75 million being available for investments other than BOSTCO (or in addition to the Specified BOSTCO Investment). As was the case prior to the effectiveness of Amendment No.3, in order to make such other permitted joint venture investments, TransMontaigne must satisfy various conditions set for the in the Credit Agreement, including the requirement that TransMontaigne must have at least $50 million in unused borrowing capacity before and after giving effect to each such joint venture investment.

In addition, in connection with the expansion of the maximum borrowings under the Credit Facility to $350 million, certain new lenders have become party to the Credit Facility and certain existing lenders have increased their "revolving credit commitments" under the Credit Facility. TransMontaigne has pledged its interest in BOSTCO as collateral security for its obligations under the Credit Facility.

The foregoing description of the Amended Facility is qualified in its entirety by reference to Amendment No. 3 to the Credit Facility, filed as Exhibit 10.1 to this report, and to the Credit Facility, filed as an Exhibit to TransMontaigne's Current Report on Form 8-K filed with the Commission on March 10, 2011, each incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On December 20, 2012, TransMontaigne acquired a 42.5% interest in BOSTCO for approximately $79 million. The acquisition was made through TransMontaigne's operating subsidiary, TOC, pursuant to a Purchase Agreement, dated December 20, 2012, (the "Purchase Agreement"), between TOC and Kinder Morgan Battleground Oil LLC ("Kinder Morgan Battleground Oil"). TransMontaigne funded this acquisition utilizing additional borrowings TransMontaigne's Credit Facility, as described in Item 1.01 above. BOSTCO is developing a new black oil terminal facility on the Houston Ship Channel for handling residual fuel, feedstocks, distillates and other black oils. The initial phase of the BOSTCO terminal project involves construction of 50 storage tanks with approximately 6.1 million barrels of storage capacity at an estimated cost of approximately $425 million. The BOSTCO facility is scheduled to begin commercial operation in the fourth quarter of 2013. Completion of the full 6.1 million barrels of storage capacity and related infrastructure is scheduled for early 2014. TransMontaigne is entitled to appoint one member to the Board of Managers of BOSTCO (initially consisting of two members) and is entitled to certain rights of approval over significant changes in, or expansion of, BOSTCO's business, while a subsidiary of Kinder Morgan will be responsible for managing BOSTCO's day-to-day operations.

TransMontaigne initiated the BOSTCO project by acquiring approximately 190 acres of undeveloped land on the Houston Ship Channel in November 2010. During 2010 and 2011, TransMontaigne undertook the design, permitting and initial development of the BOSTCO black oil storage terminal. On October 18, 2011, as part of its original plan to involve one or more strategic partners, TransMontaigne sold 50% of its interest in the BOSTCO terminal project to Kinder Morgan for approximately $10.8 million.

As previously reported, in October 2011, Morgan Stanley, which indirectly controls TransMontaigne's general partner, informed TransMontaigne that for the foreseeable future, it did not expect to approve any "significant" acquisition or investment that TransMontaigne may propose. Morgan Stanley's decision was the result of the uncertain regulatory environment relating to Morgan Stanley's status as a financial holding company subject to the Bank Holding Company Act and consolidated supervision by the Board of Governors of the Federal Reserve System. In particular, as a result of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or Dodd-Frank Act (including the proposed Volcker Rule issued in October 2011), Morgan Stanley is subject to significantly revised and expanded regulation and supervision, to more intensive scrutiny of its businesses and any plans for expansion of those businesses, and to new activities limitations. The Dodd-Frank Act and the mandates it includes for further regulatory actions are part of a trend to increase regulatory supervision of the financial industry. In connection with that decision, Morgan Stanley determined that TransMontaigne could not continue to pursue the development of the BOSTCO terminal project at such time as the initial construction commenced. As a result, in late 2011, TransMontaigne sold its remaining 50% interest in BOSTCO to Kinder Morgan for $18.0 million plus a transferrable option to buy 50% of Kinder Morgan's interest in the project at any time prior to January 20, 2013.

Since TransMontaigne's exit from the BOSTCO terminal project, Morgan Stanley informed TransMontaigne that it could proceed with the exercise of its option to repurchase an ownership interest in BOSTCO. Morgan Stanley's approval was based on the specific facts and circumstances of the BOSTCO project and the structure of TransMontaigne's investment in BOSTCO, and is not indicative of whether Morgan Stanley will approve any other acquisition or investment that TransMontaigne may propose in the future. As a condition to TransMontaigne's investment in BOSTCO, absent changes in applicable regulations and limitations on the activities and investments of bank holding companies, Morgan Stanley informed TransMontaigne that it will be required to divest its investment in BOSTCO after an aggregate holding period of ten years. Further discussion of Morgan Stanley's current position with respect to approval of any "significant" acquisitions or investments that TransMontaigne may propose, and the potential impact of that position, is set forth in TransMontaigne's Annual Report for the fiscal year ended December 31, 2011 on Form 10-K/A, Amendment No. 1, filed with the Securities and Exchange Commission (the "SEC") on May 3, 2012.

The detailed terms of TransMontaigne's acquisition of an ownership interest in BOSTCO are set forth in the Purchase Agreement, which is being filed as Exhibit 2.1 to this Current Report, and is incorporated herein by reference. A copy of the press release regarding TransMontaigne's re-entry into the BOSTCO terminal project is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 8.01 Other Events.

Amendment No. 3 to TransMontaigne's Credit Facility is being filed as Exhibit 10.1 to this Current Report in accordance with the requirements of Item 1.01 of Form 8-K and the rules and regulations of the SEC ("SEC Rules"), including Item 601 of the SEC's Regulation S-K. For convenience of reference, TransMontaigne is electing to file Amendment No. 1 and Amendment No. 2 to its Credit Facility (neither of which are required to be filed under SEC Rules) as Exhibits 99.2 and 99.3 to this Current Report so that readers can easily access the full text of the Credit Facility, as amended. The full text of the Credit Facility, prior to any such amendments, was filed as Exhibit 10.1 to TransMontaigne's Current Report on Form 8-K filed with the Commission on March 10, 2011.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
2.1	Purchase Agreement, dated December 20, 2012, by and among TransMontaigne Operating Company L.P., and Kinder Morgan Battleground Oil LLC.
10.1	Third Amendment to Second Amended and Restated Senior Secured Credit Facility, effective as of December 20, 2012 among TransMontaigne Operating Company L.P., as borrower, among the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Agent.
99.1	TransMontaigne Partners L.P. Press Release dated December 20, 2012.
99.2	Letter Agreement to Second Amended and Restated Senior Secured Credit Facility, dated January 5, 2012 among TransMontaigne Operating Company L.P., as borrower, among the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Agent.
99.3	Second Amendment to Second Amended and Restated Senior Secured Credit Facility, dated March 20, 2012 among TransMontaigne Operating Company L.P., as borrower, among the financial institutions party thereto as lenders, and Wells Fargo Bank, National Association, as Agent.

SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TRANSMONTAIGNE PARTNERS L.P.
By: TransMontaigne GP L.L.C.,
its general partner

Date: December 20, 2012

By: /s/ Frederick W. Boutin
Frederick W. Boutin
Executive Vice President, Chief Financial Officer and Treasurer

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Exhibit 2.1

PURCHASE AGREEMENT

by and between

TRANSMONTAIGNE OPERATING COMPANY L.P.

AND

KINDER MORGAN BATTLEGROUND OIL LLC

December 20, 2012

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PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of December 20, 2012, is entered into by and between TransMontaigne Operating Company L.P., a Delaware limited partnership ("TransMontaigne") and Kinder Morgan Battleground Oil LLC, a Delaware limited liability company ("Kinder Morgan"). Individually, each of TransMontaigne and Kinder Morgan is referred to as a "Party" and, collectively they are referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into (i) that certain Contribution and Redemption Agreement, dated October 18, 2011 (the "Contribution Agreement"), by and among TransMontaigne, Kinder Morgan and Battleground Oil Specialty Terminal Company LLC, a Delaware limited liability company (the "Company"), and (ii) that certain Amended and Restated Limited Liability Company Agreement of the Company, dated October 18, 2011 (as amended from time to time, the "LLC Agreement") in connection with the creation of a joint venture to pursue the Project (as defined therein);

WHEREAS, any capitalized terms used in this Agreement but otherwise not defined shall have the meanings assigned to such terms in the LLC Agreement;

WHEREAS, upon consummation of the transactions contemplated in the Contribution Agreement, each of TransMontaigne and Kinder Morgan was the record and beneficial owner of fifty percent (50%) of the outstanding Class A Units issued by the Company;

WHEREAS, pursuant to the terms of that certain Redemption Agreement dated December 29, 2011 (the "Redemption Agreement"), the Company redeemed all of TransMontaigne's Class A Units in the Company pursuant to Section 5.2(b)(i) and Section 5.11(a) of the LLC Agreement (the "Redemption");

WHEREAS, immediately after the Redemption, TransMontaigne was withdrawn as a Member of the Company;

WHEREAS, pursuant to Section 5.11(e) of the LLC Agreement, during the TransMontaigne Purchase Right Period, TransMontaigne has the right to purchase in the aggregate up to one-half (1/2) of all of the Units owned by Kinder Morgan (the "TransMontaigne Purchase Right");

WHEREAS, immediately prior to the execution and delivery of this Agreement, Kinder Morgan owned 14,542,027.25 Class A Units in the Company, representing ninety-seven and one-half percent (97.5%) of the outstanding Class A Units in the Company;

WHEREAS, pursuant to Section 5.11(e) of the LLC Agreement, TransMontaigne has elected to exercise the TransMontaigne Purchase Right and purchase from Kinder Morgan 6,338,832.39 Class A Units in the Company (the "Purchase Option Units"), representing forty-two and one-half percent (42.5%) of the outstanding Class A Units in the Company, and the Parties have agreed to enter into this Agreement in order to effectuate the exercise of the TransMontaigne Purchase Right; and

WHEREAS, immediately following delivery of the Purchase Option Units to TransMontaigne in accordance with the terms and conditions of this Agreement and Section 5.11(e)(i) of the LLC Agreement, TransMontaigne shall be admitted as a Substituted Member in respect thereof and shall be deemed a Principal Member under the LLC Agreement.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE I.
EXERCISE OF PURCHASE RIGHT; PURCHASE OF OPTION UNITS

1.1 Purchase Right Election; Purchase of Purchase Option Units. The closing of the transactions described in this Section 1.1 (the "Closing") shall take place at 12:00 P.M., Houston time, on the date hereof (the "Closing Date"). At the Closing, the Parties agree that the following shall occur and be effective:

(a) Purchase Right Election and Waivers. Pursuant to and in accordance with Section 5.11(e)(i) of the LLC Agreement, TransMontaigne hereby (i) exercises the TransMontaigne Purchase Right to purchase from Kinder Morgan the Purchase Option Units, representing forty-two and one-half percent (42.5%) of the outstanding Class A Units in the Company, and (ii) waives its right to purchase the remaining Class A Units in the Company owned by Kinder Morgan and subject to the TransMontaigne Purchase Right, representing six and one-quarter percent (6.25%) of the outstanding Class A Units in the Company. The Company and Kinder Morgan hereby waive the requirement that notice of TransMontaigne's election to exercise the TransMontaigne Purchase Right be provided thirty (30) days prior to the Purchase Date.

(b) Purchase of Purchase Option Units. Pursuant to and in accordance with Section 5.11(e)(i) of the LLC Agreement, at the Closing, (i) TransMontaigne shall deliver the Purchase Price (as defined below) to Kinder Morgan, in exchange for the Purchase Option Units, and (ii) Kinder Morgan shall transfer and deliver to TransMontaigne all right, title, and interest in and to the Purchase Option Units, such that, immediately after the consummation of the transactions contemplated hereby, TransMontaigne shall own forty-two and one-half percent (42.5%) of the outstanding Class A Units in the Company and Kinder Morgan shall own fifty-five percent (55%) of the outstanding Class A Units in the Company. The Parties acknowledge and agree that the aggregate amount that Kinder Morgan shall have the right to receive pursuant to Section 5.11(e)(i) in consideration of the sale of the Purchase Option Units shall be $78,833,962 (the "Purchase Price"), which consists of (i) $76,065,989 of capital contributions made in respect of the Purchase Option Units and (ii) $2,767,973 relating to the Kinder Morgan Weighted Average Cost of Capital. The Purchase Price shall be remitted by TransMontaigne to Kinder Morgan in cash at the Closing by wire transfer of immediately available funds.

(c) Admission as Substituted Member. Immediately following delivery of the Purchase Option Units to TransMontaigne at the Closing, TransMontaigne shall

be admitted as a Substituted Member in respect of the Purchase Option Units upon agreement to assume the obligations in respect thereof to make any future required Capital Contributions and execution of that certain Joinder to Company Agreement, by and between the Company and TransMontaigne, in a form agreed to between the Company and TransMontaigne, pursuant to which TransMontaigne shall become a party to the LLC Agreement and shall be deemed to be a Principal Member thereunder.

1.2 Closing Deliverables.

(a) At the Closing, concurrently with the execution hereof, TransMontaigne is delivering or causing to be delivered to Kinder Morgan and the Company, if applicable, the following:

(i) The Purchase Price;

(ii) The Joinder, duly executed by TransMontaigne;

(iii) The Assignment (as defined below), duly executed by TransMontaigne;

(iv) A certificate from an officer of the general partner of TransMontaigne, in a form mutually acceptable to the Parties hereto, certifying to (i) the Certificate of Formation of TransMontaigne, as amended, (ii) the limited partnership agreement of TransMontaigne, as amended, (iii) the resolutions of the general partner of TransMontaigne authorizing the transactions contemplated by this Agreement and the Related Agreements, and (iv) the incumbency and signatures of the officers of the general partner of TransMontaigne executing this Agreement and the Related Agreements to which TransMontaigne is a party; and

(v) A certificate of existence and good standing issued by the Secretary of State of Delaware, reflecting that TransMontaigne is validly existing and in good standing.

(b) At the Closing, concurrently with the execution hereof, Kinder Morgan is delivering or causing to be delivered to TransMontaigne, the following:

(i) The Purchase Option Units;

(ii) A valid instrument of assignment of the Purchase Option Units assigning, transferring and conveying the Purchase Option Units to TransMontaigne (the "Assignment"), duly executed by Kinder Morgan;

(iii) The Operating Agreement, duly executed by Kinder Morgan;

(iv) A certificate from an officer of Kinder Morgan, in a form mutually acceptable to the Parties hereto, certifying to (i) the Certificate of

Formation of Kinder Morgan, as amended, (ii) the limited liability company agreement of Kinder Morgan, as amended, (iii) the resolutions of the sole member of Kinder Morgan authorizing the transactions contemplated by this Agreement and the Related Agreements, and (iv) the incumbency and signatures of the officers of Kinder Morgan executing this Agreement and the Related Agreements; and

(v) A certificate of existence and good standing issued by the Secretary of State of Delaware, reflecting that Kinder Morgan is validly existing and in good standing.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES OF KINDER MORGAN

Kinder Morgan hereby makes the representations and warranties set forth below solely with respect to the TransMontaigne Purchase Right Period, which representations and warranties are true, correct and complete on the date hereof.

To facilitate review by the Parties hereto, Part I of each section of the Disclosure Schedule sets forth the disclosures contained in the Disclosure Schedule to the Contribution Agreement. Part II of each section of the Disclosure Schedule sets forth the disclosures relating to the TransMontaigne Purchase Right Period. For purposes of providing clarity, the Parties acknowledge and agree that Kinder Morgan's representations and warranties in this Article II, as modified by the disclosures in Part II of the Disclosure Schedule (and any liability under this Agreement for a breach thereof), shall be limited to the TransMontaigne Purchase Right Period. Except as set forth in those sections of Part II of the Disclosure Schedule corresponding to the sections below (it being understood and agreed however that any information set forth in one section of the Disclosure Schedule shall be deemed to apply to each other section or subsection thereof to the extent that it is reasonably apparent on its face that such disclosure would be relevant to, apply to or qualify such other section, notwithstanding the omission of a reference or cross-reference thereto):

2.1 Organization. Kinder Morgan is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Kinder Morgan has all requisite limited liability company power and authority to execute and deliver this Agreement and the Related Agreements to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

2.2 Execution and Delivery. The execution, delivery and performance of this Agreement and the Related Agreements by Kinder Morgan and the consummation of the transactions contemplated hereby and thereby have been duly authorized and approved by Kinder Morgan, and no other company action on the part of Kinder Morgan is necessary to authorize the execution, delivery and performance of this Agreement and the Related Agreements by Kinder Morgan and the consummation of the transactions contemplated hereby and thereby. This Agreement and the Related Agreements to which Kinder Morgan is a party have been duly and validly executed and delivered by Kinder Morgan and

constitute legal, valid and binding obligations of Kinder Morgan enforceable against Kinder Morgan in accordance with their terms, assuming valid execution and delivery of this Agreement and the Related Agreements by the other parties thereto and subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general application from time to time in effect that affect creditors' rights generally, (b) general principles of equity, and (c) the power of a court to deny enforcement of remedies generally based upon public policy.

2.3 Authority. Kinder Morgan has full limited liability company power and authority to conduct its business as and to the extent now conducted and to own, lease and operate its Assets and Properties. The Company has full limited liability company power and authority to conduct its business as and to the extent now conducted and to own, lease and operate its Assets and Properties.

2.4 No Conflicts. The execution and delivery by Kinder Morgan of this Agreement and the Related Agreements to which it is a party, the performance of its obligations under this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby, assuming the accuracy of the representations and warranties of TransMontaigne, do not and will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the organizational documents of Kinder Morgan;

(b) conflict with or result in a violation or breach of any term or provision of any License, Law or Order applicable to Kinder Morgan or any of its Assets and Properties in any material respect; or

(c) (i) conflict with or result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, (iii) require Kinder Morgan to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (iv) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, (v) result in or give to any Person any additional rights or entitlement to increased, additional accelerated or guaranteed payments under, or (vi) result in the creation or imposition of any Lien upon Kinder Morgan or any of its Assets and Properties under, any Contract or License to which Kinder Morgan is a party or by which any of its Assets and Properties are bound.

2.5 Governmental Approvals and Filings. To Kinder Morgan's Knowledge, assuming the accuracy of the representations and warranties of TransMontaigne, no consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority on the part of Kinder Morgan or the Company is required in connection with the execution, delivery and performance of this Agreement and the Related Agreements or the consummation of the transactions contemplated hereby or thereby.

2.6 Taxes. During the TransMontaigne Purchase Right Period, the Company has filed or caused to be filed all Tax Returns that it is required to file and has paid all Taxes

due and payable on said returns or, to Kinder Morgan's Knowledge, on any assessments made against the Assets and Properties of the Company (except for Tax Returns for which valid extensions have been obtained and are in force), and all such Tax Returns were true, correct and complete in all material respects. To Kinder Morgan's Knowledge, there are no Tax Liens upon any of the Assets and Properties of the Company that have arisen during the TransMontaigne Purchase Right Period, other than Liens for Taxes not yet due and payable. To Kinder Morgan's Knowledge, there is no audit, dispute, or claim concerning any Tax Liability related to the Assets and Properties of the Company that has arisen during the TransMontaigne Purchase Right Period.

2.7 Legal Proceedings. To Kinder Morgan's Knowledge, except as set forth on Part II of Section 2.7 of the Disclosure Schedule: (a) there are no Actions or Proceedings pending or threatened against, relating to or affecting the Company or the Assets and Properties of the Company that have arisen during the TransMontaigne Purchase Right Period; (b) there are no Claims or facts, conditions or circumstances that have occurred during the TransMontaigne Purchase Right Period that could reasonably be expected to give rise to any Action or Proceeding that would be required to be disclosed pursuant to clause (a); and (c) there are no Orders outstanding against the Company or any of the Assets and Properties of the Company that have arisen during the TransMontaigne Purchase Right Period.

2.8 Compliance With Laws and Orders. During the TransMontaigne Purchase Right Period, to Kinder Morgan's Knowledge, the Company has not been, and the Company has not received any notice that it or its Assets and Properties is or has been, in violation of, or in default under, in any material respect, any Law, License or Order.

2.9 Assets and Properties. To Kinder Morgan's Knowledge, the material tangible Assets and Properties of the Company, prior to giving effect to the transactions contemplated by this Agreement and the Related Agreements, consist solely of the following: (a) the real property described on Section 2.9 of the Disclosure Schedule and any improvements thereon, (b) the Material Contracts described on Section 2.10 of the Disclosure Schedule and the other Contracts to which the Company is a party and (c) the Licenses described on Section 2.11 of the Disclosure Schedule. The Company was formed for the sole purpose of developing and operating the Project and, to Kinder Morgan's Knowledge, during the TransMontaigne Purchase Right Period, the Company has not engaged in any other business other than business related to the Project.

2.10 Contracts. To Kinder Morgan's Knowledge, Part II of Section 2.10 of the Disclosure Schedule contains a true and complete list of all Contracts (true and complete copies of which, together with all amendments and supplements thereto and all waivers of any terms thereof, have been made available to the Parties prior to the date hereof) to which the Company is a party, which are material to the business of the Company (each, a "Material Contract") and which have been entered into during the TransMontaigne Purchase Right Period. To Kinder Morgan's Knowledge, each Material Contract is in full force and effect and, assuming valid execution and delivery of such Material Contract by the other parties thereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may

be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general application from time to time in effect that affect creditors' rights generally, (b) general principles of equity, and (c) the power of a court to deny enforcement of remedies generally based upon public policy. During the TransMontaigne Purchase Right Period, to Kinder Morgan's Knowledge, neither the Company nor any other party to such Material Contract is, or has received notice that it is, in material violation or breach of or default under any such Material Contract (or with notice or lapse of time or both, would be in material violation or breach of or default under any such Material Contract) in such a way as to give rise to a material liability of the Company or as to give rise to a right of cancellation by any party to such Material Contract.

2.11 Licenses. To Kinder Morgan's Knowledge, Part II of Section 2.11 of the Disclosure Schedule contains a true and complete list of all Licenses of the Company or the business relating thereto (setting forth the grantor, the grantee and the function of each), which have been obtained by the Company during the TransMontaigne Purchase Right Period. Prior to the date hereof, Kinder Morgan has made available to TransMontaigne true and complete copies of all such Licenses. Except as disclosed in Part II of Section 2.11 of the Disclosure Schedule, to Kinder Morgan's Knowledge:

(a) the Company owns or validly holds all Licenses listed on Section 2.11 of the Disclosure Schedule;

(b) each License is valid, binding and in full force and effect;

(c) the Company is not and the Company has not received any written notice that it is, in default (or with the giving of notice or lapse of time or both, would be in default) under any License; and

(d) there has been no indication that any License may be issued, renewed, modified or revoked on terms or conditions or other than those currently in effect.

2.12 Employees. Except as disclosed in Section 2.12 of the Disclosure Schedule, the Company does not currently have, and has never had during the TransMontaigne Purchase Right Period, any employees.

2.13 Capitalization. Immediately prior to the Closing, Kinder Morgan owned beneficially and of record the Purchase Option Units, free and clear of all Liens (subject only to restrictions on transfer imposed under applicable U.S. federal and state securities Laws and those Liens disclosed in Section 2.13 of the Disclosure Schedule). Except as set forth in the LLC Agreement, Kinder Morgan is not a party to (i) any option, warrant, right, contract, call, pledge, put or other agreement or commitment providing for the disposition or acquisition of the Redeemed Units or (ii) any voting trust, proxy or other

agreement or understanding with respect to the voting of any of the Redeemed Units. As of the Effective Date, the Class A Members have made Capital Contributions to the Company in an amount equal to $178,978,797, and Kinder Morgan has made Capital Contributions to the Company in respect of the Purchase Option Units in an amount equal to $76,065,989.

2.14 No Broker. Neither Kinder Morgan, nor any of its Affiliates, has paid or become obligated to pay any fee or commission to any broker, finder, intermediary, advisor, consultant or appraiser for or on account of the transactions contemplated by this Agreement or the Related Agreements.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF TRANSMONTAIGNE

TransMontaigne hereby makes the representations and warranties set forth below, which are true, correct and complete on the date hereof. Except as set forth in those sections of the Disclosure Schedule corresponding to the sections below (it being understood and agreed however that any information set forth in one section of the Disclosure Schedule shall be deemed to apply to each other section or subsection thereof to the extent that it is reasonably apparent on its face that such disclosure would be relevant to, apply to or qualify such other section, notwithstanding the omission of a reference or cross-reference thereto):

3.1 Organization. TransMontaigne is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware. TransMontaigne has all requisite limited partnership power and authority to execute and deliver this Agreement and the Related Agreements to which it is a party and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

3.2 Execution and Delivery. The execution, delivery and performance of this Agreement and the Related Agreements by TransMontaigne and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by TransMontaigne, and no other limited partnership action on the part of TransMontaigne is necessary to authorize the execution, delivery and performance of this Agreement and the Related Agreements by TransMontaigne and the consummation of the transactions contemplated hereby and thereby. This Agreement and the Related Agreements to which TransMontaigne is a party have been duly and validly executed and delivered by TransMontaigne and constitute, legal, valid and binding obligations of TransMontaigne enforceable against TransMontaigne in accordance with their terms, assuming valid execution and delivery of this Agreement and the Related Agreements by the other parties hereto and thereto and subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general application from time to time in effect that affect creditors' rights generally, (b) general principles of equity, and (c) the power of a court to deny enforcement of remedies generally based upon public policy.

3.3 Authority. TransMontaigne has full limited partnership power and authority to conduct its business as and to the extent now conducted and to own, lease and operate its Assets and Properties.

3.4 No Conflicts. The execution and delivery by TransMontaigne of this Agreement and the Related Agreements to which it is a party, the performance of its obligations under this Agreement and such Related Agreements and the consummation of

the transactions contemplated hereby and thereby, assuming the accuracy of the representations and warranties of Kinder Morgan, do not and will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the organizational documents of TransMontaigne;

(b) conflict with or result in a violation or breach of any term or provision of any License, Law or Order applicable to TransMontaigne or any of its respective Assets and Properties in any material respect; or

(c) (i) conflict with or result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, (iii) require TransMontaigne to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (iv) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, (v) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under, or (vi) result in the creation or imposition of any Lien upon TransMontaigne or any of its Assets and Properties under, any Contract or License to which TransMontaigne is a party or by which any of the its Assets and Properties are bound.

3.5 Governmental Approvals and Filings. To TransMontaigne's Knowledge, assuming the accuracy of the representations and warranties of Kinder Morgan, no consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority on the part of TransMontaigne or any of its Affiliates is required in connection with the execution, delivery and performance of this Agreement or any of the Related Agreements or the consummation of the transactions contemplated hereby or thereby.

3.6 Legal Proceedings. To TransMontaigne's Knowledge, except as set forth on Section 3.6 of the Disclosure Schedule: (a) there are no Actions or Proceedings pending or threatened, or Orders outstanding, against TransMontaigne or any of its Affiliates that relate in any way to the Company or its Assets and Properties or that could adversely affect the performance by TransMontaigne of this Agreement or any of the Related Agreements to which TransMontaigne is a party.

3.7 Investment Representation.

(a) TransMontaigne understands that the Purchase Option Units are being transferred under exemptions from registration provided for in the Securities Act, and applicable state securities or "blue sky" laws. TransMontaigne acknowledges that the Purchase Option Units will be an illiquid investment, that TransMontaigne must continue to bear the economic risk of the investment in the Purchase Option Units for an indefinite period and that the Purchase Option Units have not been registered for any subsequent sale under the Securities Act and applicable state securities

laws. The transfer of the Purchase Option Units is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities

Act and/or the provisions of Regulation D, each promulgated by the United States Securities and Exchange Commission thereunder.

(b) The Purchase Option Units being acquired by TransMontaigne are being acquired for TransMontaigne's own investment portfolio and account (and not on behalf of, and without the participation of, any other Person) with the intent of holding the Purchase Option Units for investment and without the intent of participating, directly or indirectly, in a distribution of the Purchase Option Units and not with a view to, or for resale in connection with, any distribution of the Purchase Option Units or any portion thereof.

(c) TransMontaigne is familiar with Regulation D promulgated under the Securities Act, TransMontaigne is an "accredited investor" as defined in Rule 501(a) of such Regulation D, and TransMontaigne is able to bear the economic risk of an investment in the Purchase Option Units.

(d) TransMontaigne understands that the transfer of the Purchase Option Units is restricted under the terms of the LLC Agreement and under applicable Law, and consequently such Purchase Option Units may not be offered for sale, sold or transferred other than in accordance with the LLC Agreement and pursuant to (i) an effective registration under the Securities Act or in a transaction that is otherwise in compliance with the Securities Act; and (ii) evidence satisfactory to the Company of compliance with the applicable securities laws (which may require TransMontaigne to provide an opinion of legal counsel satisfactory to the Company confirming compliance with such laws).

(e) TransMontaigne confirms that it (i) is a sophisticated investor, has relied upon independent investigations made by TransMontaigne and its representatives; and (ii) has not relied upon any representations or other information (whether oral or written) from the Company, its members or members of its board of managers or other officers, employees or affiliates, or from any other person or entity, in connection with TransMontaigne's investment in the Purchase Option Units other than those contained in this Agreement and the Related Agreements.

(f) TransMontaigne (i) to the extent deemed appropriate by it, has relied upon such its own independent appraisal and investigation, and the advice of such its own counsel, tax advisors and other advisors, regarding the risks of an investment in the Company, and (ii) TransMontaigne will continue to bear sole responsibility for making its own independent evaluation and monitoring of the risks of its investment in the Company.

(g) TransMontaigne acknowledges that neither the Company nor Kinder Morgan has given any assurances with respect to the tax consequences of the acquisition, ownership or disposition of the Purchase Option Units.

(h) TransMontaigne has had, to its full and complete satisfaction, prior to TransMontaigne's entry into this Agreement, the opportunity to conduct due

diligence and ask questions of, and receive answers from, the Company and Kinder Morgan concerning the terms and conditions of the transactions contemplated by this Agreement and the Related Agreements and TransMontaigne's investment in the Company and the Purchase Option Units, and to obtain additional information necessary to verify the accuracy of any information furnished to TransMontaigne, or to which TransMontaigne has had access.

(i) TransMontaigne is aware and understands that no federal or state agency, or any other person or entity, has made any recommendation or endorsement of the Purchase Option Units as an investment, nor has any such governmental agency, person or entity reviewed or passed upon the adequacy of information disclosed to TransMontaigne.

3.8 Change of Control. During the TransMontaigne Purchase Right Period, a Change of Control (as defined in the LLC Agreement) of TransMontaigne has not occurred. TransMontaigne has not entered into any written agreements with any Person regarding a transfer or assignment of the TransMontaigne Purchase Right, or the Purchase Option Units.

3.9 No Broker. Neither TransMontaigne, nor any of its Affiliates, has paid or become obligated to pay any fee or commission to any broker, finder, intermediary, advisor, consultant or appraiser for or on account of the transactions contemplated by this Agreement or the Related Agreements.

ARTICLE IV.
INDEMNIFICATION

4.1 Indemnification by Kinder Morgan. Subject to the limitations set forth in this Agreement, from and after Closing, Kinder Morgan hereby agrees to indemnify and hold harmless, without duplication, TransMontaigne and its Affiliates and all of their managers, directors, officers, members, partners, shareholders, employees and agents (the "Kinder Morgan Indemnitees") from and against, and shall reimburse, without duplication, the Kinder Morgan Indemnitees for, any and all Losses paid, imposed on or incurred by the Kinder Morgan Indemnitees resulting from, caused by, arising out of, or in any way relating to and with respect to any of, or any allegation by any third party of, the following:

(a) any breach of or inaccuracy in any representation or warranty of Kinder Morgan set forth in Article II; and

(b) any breach of or failure to perform any covenant or agreement on the part of Kinder Morgan under this Agreement which by its terms is to be performed by Kinder Morgan at the Closing or following the Closing Date.

4.2 Indemnification by TransMontaigne. Subject to the limitations set forth in this Agreement, from and after the Closing, TransMontaigne hereby agrees to indemnify and hold harmless, without duplication, Kinder Morgan and its Affiliates and all of their managers, directors, officers, members, partners, shareholders, employees and agents (the "TransMontaigne Indemnitees") from and against, and shall reimburse, without duplication, the TransMontaigne Indemnitees for, any and all Losses paid, imposed on or

incurred by the TransMontaigne Indemnitees, resulting from, caused by, arising out of, or in any way relating to and with respect to any of, or any allegation by any third party of, the following:

(a) any breach of or inaccuracy in any representation or warranty of TransMontaigne set forth in Article III; and

(b) any breach of or failure to perform any covenant or agreement on the part of TransMontaigne under this Agreement which by its terms is to be performed by TransMontaigne at the Closing or following the Closing Date.

4.3 Procedures for Indemnification.

(a) If there occurs an event that any party asserts is an indemnifiable event pursuant to Section 4.1 and 4.2, the party seeking indemnification (the "Indemnitee") shall promptly provide notice (the "Notice of Claim") to the other Party obligated to provide indemnification (the "Indemnifying Party"). Providing the Notice of Claim shall be a condition precedent to any Liability of the Indemnifying Party hereunder, and the failure to provide prompt notice as provided herein will relieve the Indemnifying Party of its obligations hereunder but only if and to the extent that such failure prejudices the Indemnifying Party hereunder. In case any such action shall be brought against any Indemnitee and it shall provide a Notice of Claim to the Indemnifying Party of the commencement thereof, the Indemnifying Party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnitee and, after notice from the Indemnifying Party to such Indemnitee of such election so to assume the defense thereof, the Indemnifying Party shall not be liable to the Indemnitee hereunder for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by the Indemnitee, in connection with the defense thereof; *provided*, *however*, that if the Indemnitee reasonably believes that counsel for the Indemnifying Party cannot represent both the Indemnitee and the Indemnifying Party because such representation would be reasonably likely to result in a conflict of interest, then the Indemnitee shall have the right to defend, at the sole cost and expense of the Indemnifying Party, such action by all appropriate proceedings. The Indemnitee agrees to reasonably cooperate with the Indemnifying Party and its counsel in the defense against any such asserted liability. In any event, if the Indemnifying Party wishes to assume the defense of such asserted liability, the Indemnitee shall have the right to participate (but not control) at its own expense in the defense of such asserted liability. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the written consent of each Indemnitee, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the release of the Indemnitee from all Liability in respect to such claim or litigation or that does not solely require the payment of money damages by the Indemnifying Person. The Indemnifying Party agrees to afford the Indemnitee and its counsel the opportunity to be present at, and to participate in (but not control), conferences with all Persons, including any Governmental or Regulatory Authority, asserting any Claim against the Indemnitee

or conferences with representatives of or counsel for such Persons. In no event shall the Indemnifying Party, without the written consent of the Indemnitee, settle any Claim on terms that provide for (i) a criminal sanction against the Indemnitee or (ii) injunctive relief affecting the Indemnitee.

(b) Upon receipt of a Notice of Claim, the Indemnifying Party shall have twenty (20) calendar days (or such shorter period as may be appropriate under the circumstances) to contest its indemnification obligation with respect to such claim, or the amount thereof, by written notice to the Indemnitee (the "Contest Notice"); *provided*, *however*, that if, at the time a Notice of Claim is submitted to the Indemnifying Party the amount of the Loss in respect thereof has not yet been determined, such twenty (20) day period in respect of, but only in respect of the amount of the Loss, shall not commence until a further written notice (the "Notice of Liability") has been sent or delivered by the Indemnitee to the Indemnifying Party setting forth the amount of the Loss incurred by the Indemnitee that was the subject of the earlier Notice of Claim. Such Contest Notice shall specify the reasons or bases for the objection of the Indemnifying Party to the claim, and if the objection relates to the amount of the Loss asserted, the amount, if any, that the Indemnifying Party believes is due the Indemnitee, and any undisputed amount shall be promptly paid over to the Indemnitee. If no such Contest Notice is given within such twenty (20) day period, the obligation of the Indemnifying Party to pay the Indemnitee the amount of the Loss set forth in the Notice of Claim, or subsequent Notice of Liability, shall be deemed established and accepted by the Indemnifying Party subject to the terms and conditions of this Article IV.

(c) If the Indemnifying Party fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails to reasonably contest such Claim in good faith, the Indemnitee, without waiving its right to indemnification, may assume, at the cost of the Indemnifying Party, the defense and settlement of such Claim; *provided*, *however*, that (i) the Indemnifying Party shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense, (ii) the Indemnifying Party shall cooperate with the Indemnitee in the defense of such Claim in any manner reasonably requested by the Indemnitee and (iii) the Indemnitee shall not settle such Claim without soliciting the views of the Indemnifying Party and giving them due consideration.

(d) The Indemnifying Party shall make any payment required to be made under this Article in cash when bills are received or expenses are incurred. Any payments required to be paid by an Indemnifying Party under this Article that are not paid within fifteen (15) business days of the date on which such obligation becomes final shall thereafter be deemed delinquent, and the Indemnifying Party shall pay to the Indemnitee, immediately upon demand, interest at the rate of ten percent (10%) per annum, not to exceed the maximum non-usurious rate allowed by applicable Law, from the date such payment becomes delinquent to the date of payment of such delinquent sums, which interest shall be considered to be Losses of the Indemnitee.

4.4 Survival. The representations, warranties, covenants and agreements of the Parties in this Agreement shall survive the Closing. Notwithstanding anything to the contrary contained herein, (i) after Closing, any assertion hereunder that any other Party is liable for indemnification under this Article IV based on a breach of a representation or warranty in Articles II-III (other than Fundamental Representations) must be made in writing pursuant to Section 4.3 and must be given to the other Party obligated to provide indemnification on or prior to December 31, 2014, (ii) in no event shall any Indemnitee have any right to assert any claim for indemnification based on a breach of a representation or warranty in Articles II-III (other than Fundamental Representations) that has not been asserted prior December 31, 2014 in accordance with this Article IV, and (iii) claims for indemnification for breaches of Fundamental Representations shall not be limited and shall survive the Closing without limitation.

4.5 Certain Limitations. Notwithstanding anything in this Agreement to the contrary:

(a) No Indemnitee shall be entitled to assert any claim to indemnification under Article IV unless and until (i) the amount of Losses actually suffered by the TransMontaigne Indemnitees or Kinder Morgan Indemnitees (as the case may be) in respect of all claims pursuant to Article IV exceeds $25,000, and then only to the extent such Losses exceed, in the aggregate, $25,000.

(b) The aggregate amount required to be paid by any Party pursuant its obligations under this Article IV shall not exceed an aggregate amount of $10,000,000.

(c) The limitations set forth in this Section 4.5 shall not apply to breaches of Fundamental Representations.

4.6 Satisfaction of Claims for Indemnification.

(a) The Parties agree that in the event there are any Losses incurred by the Company for which an Indemnitee is entitled to indemnification pursuant to Sections 4.1 or 4.2 as a result of such Indemnitee's beneficial ownership of equity in the Company, then the Indemnifying Party shall have the right (exercisable in its sole discretion) to satisfy and discharge any such Losses by compensating either (i) the Company for such Losses or (ii) the Indemnitee directly, *provided*, that if the Indemnifying Party elects to satisfy and discharge such Losses in accordance with the foregoing clause (ii), the Indemnifying Party shall only be obligated to indemnify the Indemnitee for an amount equal to the product obtained by multiplying (i) the amount of such Losses by (ii) the percentage of equity of the Company beneficially owned by the Indemnitee or its Affiliates.

(b) In calculating amounts payable to an Indemnitee, the amount of any Losses shall be computed net of any prior or subsequent actual recovery by the Indemnitee under any insurance policy or from any Person with respect to such Losses. In the event any amounts described in the foregoing clause (i) are recovered

or recognized by the Indemnitee subsequent to its receipt of payment of applicable Losses from an Indemnifying Party pursuant to this Article IV and such amounts were not taken into account in the calculation of such Losses but should have reduced the amount of such payment, the Indemnitee shall promptly reimburse the Indemnifying Party for such amounts.

4.7 Inconsistent Provisions. The provisions of this Article IV shall govern and control over any inconsistent provisions of this Agreement.

4.8 Knowledge. Notwithstanding anything to the contrary contained in this Agreement, an Indemnifying Party shall not be obligated to indemnify an Indemnitee for a Claim for indemnification arising out of a breach of a representation or warranty pursuant to this Article IV with respect to a breach of a representation or warranty that was actually known on or before the Closing Date by at least one of the individuals listed on Section 4.8 of the Disclosure Schedule associated with such Indemnitee; *provided*, *however*, this Section 4.8 shall not apply to breaches of Fundamental Representations.

4.9 Express Negligence. THE FOREGOING INDEMNITIES SET FORTH IN THIS ARTICLE ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF, NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THE PARTIES HERETO ACKNOWLEDGE THAT THE INDEMNITIES SET FORTH HEREIN MAY RESULT IN THE INDEMNITY OF A PARTY FOR ITS SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF THE INDEMNIFIED PARTY.

4.10 Mitigation. Each of the Parties shall cooperate with each other with respect to resolving any Claim or Liability with respect to which one Party is obligated to indemnify any other Party, including by making its commercially reasonable efforts to mitigate any such Claim or Liability and to seek any available insurance or third party recoveries with respect thereto; *provided*, *however*, that this duty to mitigate shall not require a Party to obtain or maintain any specific insurance policy or coverage. If an Indemnitee fails to use commercially reasonable efforts to mitigate any Claim or Liability, then, notwithstanding anything else to the contrary contained herein, no Indemnifying Party shall be required to indemnify any Person for any Loss that would reasonably have been avoided if such Indemnitee had made such efforts.

4.11 Waiver of Certain Damages. Notwithstanding anything contained to the contrary in this Agreement, it is expressly acknowledged and agreed that the recovery by any Party or any Indemnitee of any Losses under this Agreement shall be limited to the actual Losses suffered or incurred by such Party or Indemnitee as a result of the matter in respect of which recovery of such Losses is provided hereunder and in no event shall any Party be liable to the other Party or any Indemnitee for any remote, speculative, special,

exemplary, or punitive damages suffered or incurred by any Party or Indemnitee. The provisions of this Section 4.11 shall not apply to any damages that are components of an award to a third party paid by a Party.

4.12 Exclusive Remedy. Notwithstanding anything in this Agreement to the contrary, and except as arising under the terms of any Related Agreement to be performed following Closing, (a) the provisions of this Article IV set forth the sole and exclusive remedy of the Parties and any Indemnitee with respect to this Agreement or any certificate, document, writing or instrument delivered pursuant to or in connection with this Agreement (b) in no event shall any Losses be recoverable under this Article IV to the extent any Indemnifying Party has already made payment, or any Indemnitee has already received payment, in respect of the subject matter, circumstance or event giving rise to such Losses under another Section or provision of this Agreement and (c) each of the Parties hereby waives, to the fullest extent permitted by applicable Law, any and all other rights, claims and causes of action it or any of its Affiliates may have with respect to this Agreement or any certificate delivered pursuant to this Agreement.

ARTICLE V.
MISCELLANEOUS

5.1 Further Assurances. The Parties shall execute and deliver to the other Party after the Closing Date, any other instrument which may be reasonably requested by the other Party and which is reasonably appropriate to perfect or evidence any of the contributions, assignments, waivers, elections, transfers, conveyances or transactions contemplated by this Agreement and to do any and all such further acts and things as may be reasonably necessary to effect completely the intent of this Agreement.

5.2 Expenses. Except as otherwise expressly provided herein, each Party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of its legal counsel, financial advisers and accountants.

5.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given, if given) by hand delivery, telecopy or mailed by registered or certified mail, postage prepaid, return receipt requested, as follows:

(a) If to TransMontaigne to:
TransMontaigne Operating Company L.P.
1670 Broadway, Suite 3100
Denver, Colorado 80202
Attention: President
Telecopier: 303-626-8238

with copies to:

TransMontaigne Operating Company L.P.
1670 Broadway, Suite 3100
Denver, Colorado 80202
Attention: General Counsel
Telecopier: 303-626-8228

(b) If to Kinder Morgan to:

c/o Kinder Morgan Energy Partners, L.P.
500 Dallas, Suite 1000
Houston, Texas 77002
Attention: Secretary and General Counsel
Telecopier: 713-369-9499

with a copy to:

Locke Lord LLP
600 Travis Street, Suite 2800
Houston, Texas 77002
Attention: Michael T. Peters
Telecopier: 713-223-3717

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any party may change any address to which notice is to be given to it by giving notice as provided above of such change of address.

5.4 Amendments. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

5.5 Waivers. Any Party (as to itself, but not as to other Party without their consent) may, by written notice to the other Party hereto, (a) extend the time for the performance of any of the obligations or other actions of the other Party under this Agreement; (b) waive any inaccuracies in the representations or warranties of another Party contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of another Party contained in this Agreement; or (d) waive performance of any of the obligations of another Party under this Agreement. Except as otherwise provided in the preceding sentence, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained in this Agreement. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach.

5.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.7 Nonassignability. This Agreement shall not be assigned without the prior written consent of all Parties hereto.

5.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns, and nothing in this Agreement, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement.

5.9 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, and shall become effective when one or more counterparts have been signed by each of the parties hereto. In the event that any signature is delivered by facsimile transmission or emailed PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) the same with the same force and effect as if such signature page were an original thereof.

5.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law rules.

5.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.11.

5.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In such case, the parties hereto shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable so as to preserve as nearly as possible the contemplated economic effects and intent of the transactions contemplated hereby.

5.13 Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, among the parties hereto with respect to the subject matter hereof and thereof. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby and no other representations or warranties shall be implied or inferred.

ARTICLE VI.
DEFINITIONS

6.1 Definitions. As used herein, the following terms have the meanings set forth below:

"Actions or Proceedings" means any action, suit, proceeding, arbitration or any investigation or audit by any Governmental or Regulatory Authority.

"Affiliate" means (a) any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified and (b) if such Person is an individual, any spouse of such individual, or any relative of such Person or of such spouse (such relative being related to the individual in question within the second degree). For purposes of this definition, "control" (including "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the Preamble.

"Assets and Properties" of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person, including, without limitation, cash, cash equivalents, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

"Assignment" has the meaning set forth in Section 1.2(b)(ii).

"Claim" means any action, suit, proceeding, hearing, investigation, litigation, charge, complaint, claim, or demand.

"Closing" has the meaning set forth in Section 1.1.

"Closing Date" has the meaning set forth in Section 1.1.

"Company" has the meaning set forth in the Recitals.

"Contest Notice" has the meaning set forth in Section 4.3(b).

"Contract" means any contract, lease, evidence of Indebtedness, mortgage, indenture, security agreement or other agreement.

"Contribution Agreement" has the meaning set forth in the Recitals.

"Disclosure Schedule" means the disclosure schedule delivered with and attached hereto and incorporated herein by reference of each Party, as appropriate in the context and as referenced throughout this Agreement.

"Fundamental Representations" means those representations and warranties set forth in Sections 2.1, 2.2, 2.3, 2.13, 2.14, 3.1, 3.2, 3.3, and 3.9.

"GAAP" means generally accepted accounting principles consistently applied (as such term is used in the American Institute of Certified Public Accountants Professional Standards).

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"Indebtedness" of any Person means any obligations of such Person (a) for borrowed money, (b) evidenced by notes, bonds, indentures or similar instruments, (c) for the deferred purchase price of goods and services (other than trade payables incurred in the ordinary course of business), (d) under capital leases and (e) in the nature of guarantees of the obligations described in clauses (a) through (d) above of any other Person.

"Indemnifying Party" has the meaning set forth in Section 4.3(a).

"Indemnitee" has the meaning set forth in Section 4.3(a).

"Intellectual Property" means all patents, copyright registrations, trademark and service mark registrations, applications for any of the foregoing, and whether or not registered, all designs, copyrights, trademarks, service marks, trade names, secret formulae, trade secrets, secret processes, computer programs and confidential information, including all rights to any such property that is owned by and licensed from others and any goodwill associated with any of the above.

"Joinder" has the meaning set forth in Section 1.1(c).

"Kinder Morgan" has the meaning set forth in the Preamble.

"Kinder Morgan Indemnitee" has the meaning set forth in Section 4.1.

"Kinder Morgan's Knowledge" means the actual knowledge of the individuals listed in Part A of Section 4.8 of the Disclosure Schedule as of the date hereof.

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements in effect on the date of this Agreement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"Liabilities" means all Indebtedness, Claims, legal proceedings, costs, expenses, obligations, duties, warranties or liabilities, including, without limitation, **STRICT LIABILITY,** of any nature (including any undisclosed, unfixed, unknown, unliquidated, unsecured, unmatured, unaccrued, unasserted, contingent, conditional, inchoate, implied, vicarious, joint, several or secondary liabilities), regardless of whether any such Indebtedness, Claims, legal proceedings, costs, expenses, obligations, duties, warranties or liabilities would be required to be disclosed on a balance sheet prepared in accordance with GAAP or is known as of the Closing.

"Licenses" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises, and similar consents granted or issued by any Governmental or Regulatory Authority and that are associated with or necessary to operate the Assets and Properties of the applicable Person.

"Liens" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claims, levy, charge, option, right of first refusal, charges, debentures, indentures, deeds of trust, easements, rights-of-way, restrictions, encroachments, Licenses, leases, permits, security agreements or other encumbrance of any kind and other restrictions or limitations on the use or ownership of real or personal property or irregularities in title thereto or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing, in each case other than arising under this Agreement or any of the Related Agreements.

"LLC Agreement" has the meaning set forth in the Recitals.

"Loss" or "Losses" means any loss, damage, injury, harm, detriment, Liability, diminution in value, exposure, claim, demand, proceeding, settlement, judgment, aware, punitive damage award, fine, penalty, fee, charge, cost or expense (including, without limitation, reasonable costs of attempting to avoid or in opposing the imposition thereof, interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors).

"Material Contract" has the meaning set forth in Section 2.10.

"Notice of Claim" has the meaning set forth in Section 4.3(a).

"Notice of Liability" has the meaning set forth in Section 4.3(b).

"Operating Agreement" means that certain Operations and Reimbursement Agreement, dated as of the Closing Date, by and between the Company and Kinder Morgan.

"Order" means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Party" and "Parties" has the meaning set forth in the Preamble.

"Person" means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

"Project" has the meaning set forth in the LLC Agreement.

"Purchase Option Units" has the meaning set forth in the Recitals.

"Purchase Price" has the meaning set forth in Section 1.1(b).

"Redemption" has the meaning set forth in the Recitals.

"Redemption Agreement" has the meaning set forth in the Recitals.

"Related Agreements" means the Joinder, Operating Agreement, the LLC Agreement and any other agreement, certificate or similar document executed pursuant to this Agreement.

"Securities Act" means the Securities Act of 1933, as amended.

"Taxes" means any and all taxes, fees, levies, duties, tariffs, import and other charges imposed by any taxing authority, together with any related interest, penalties or other additions to

tax, or additional amounts imposed by any taxing authority, and without limiting the generality of the foregoing, shall include net income taxes, alternative or add-on minimum taxes, gross income taxes, gross receipts taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, franchise taxes, profits taxes, license taxes, transfer taxes, recording taxes, escheat taxes, withholding taxes, payroll taxes, employment taxes, excise taxes, severance taxes, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profit taxes, environmental taxes, custom duty taxes or other governmental fees or other like assessments or charges of any kind whatsoever.

"Tax Returns" means all reports, estimates, declarations of estimated tax, information statements and returns relating to, or required to be filed in connection with, any Taxes, including information returns or reports with respect to backup withholding and other payments to third parties.

"TransMontaigne" has the meaning set forth in the Preamble.

"TransMontaigne Indemnitees" has the meaning set forth in Section 5.2.

"TransMontaigne's Knowledge" means the actual knowledge of the individuals listed in Part B of Section 4.8 of the Disclosure Schedule as of the date hereof.

"TransMontaigne Purchase Right" has the meaning set forth in the Recitals.

"TransMontaigne Purchase Right Period" has the meaning set forth in the LLC Agreement.

6.2 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and shall have the meaning indicated throughout this Agreement.

6.3 Other Definitional Provisions.

(a) The words "hereof," "herein" and "hereunder," and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular provision of this Agreement.

(b) All references herein to Articles, Sections, preamble, recitals, paragraphs and schedules shall be deemed to be references to Articles, Sections, preamble, recitals, paragraphs and schedules of this Agreement unless the context otherwise requires.

(c) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(d) The terms defined in the neuter or masculine gender shall include the feminine, neuter and masculine genders, unless the context clearly indicates otherwise.

[*Remainder of Page Left Intentionally Blank - Signature Page Follows*]

This Agreement has been duly executed and delivered by the Parties on the date first above written.

TRANSMONTAIGNE OPERATING COMPANY L.P.

By: TransMontaigne Operating GP L.L. C.,
its general partner

By:	/s/ Charles L. Dunlap
Name:	Charles L. Dunlap
Title:	Chief Executive Officer

KINDER MORGAN BATTLEGROUND OIL LLC

By:	/s/ John W. Schlosser
Name:	John W. Schlosser
Title:	Vice President

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY (this "Agreement") is dated as of November 16, 2012, among TRANSMONTAIGNE OPERATING COMPANY L.P. (the "Borrower"), each of the Lenders (as defined below) party hereto, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (the "Agent").

W I T N E S S E T H :

WHEREAS, the Borrower, certain banks and other lenders party thereto (the "Lenders"), and the Agent executed and delivered that certain Second Amended and Restated Senior Secured Credit Facility dated as of March 9, 2011, as amended by that certain letter agreement dated as of January 5, 2012, and as amended by that certain Second Amendment to Second Amended and Restated Senior Secured Credit Facility dated as of March 20, 2012 (as further amended, restated, modified, or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to Section 2.2(c)(ii) of the Credit Agreement, the Borrower has requested that (a) those existing Lenders listed on Exhibit A attached hereto (the "Specified Existing Lenders") increase their respective Revolving Credit Commitments by the amounts set forth on Exhibit A and (b) those new Lenders listed on Exhibit A attached hereto (the "Specified New Lenders"; and, together with the Specified Existing Lenders, collectively, the "Increasing Lenders") provide new Revolving Credit Commitments in the amounts set forth on Exhibit A with respect to such Specified New Lenders and, subject to the terms and conditions hereof, the Agent and such Increasing Lenders have agreed to such increased Revolving Credit Commitments or new Revolving Credit Commitments, as the case may be;

WHEREAS, on the Third Amendment Effective Date (as defined below) the Borrower intends to make an investment in Battleground Oil Specialty Terminal Company LLC, a Delaware limited liability company ("Bostco Joint Venture"), in exchange for a portion of the Class A Units of Bostco Joint Venture (such investment, the "Initial Bostco Investment"); and

WHEREAS, in connection with the foregoing, the Borrower has requested and, subject to the terms and conditions hereof, the Agent and the Lenders party hereto have agreed to make certain amendments to the Credit Agreement as more fully described below.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, each of the parties hereto hereby covenant and agree as follows:

1. Definitions. Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall from and after the Third Amendment Effective Date refer to the Credit Agreement as amended hereby. "Third Amendment Effective Date" means

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the date on which each of the conditions precedent set forth in Section 7 below has been satisfied.

2. Revolving Credit Commitment Increase. Subject to the satisfaction of the conditions precedent set forth in Section 7 below, (a) each Specified Existing Lender hereby agrees that its Revolving Credit Commitment shall be increased by the amount specified on Exhibit A attached hereto with respect to such Specified Existing Lender and (b) each Specified New Lender hereby agrees provide a new Revolving Credit Commitment in the amount specified on Exhibit A attached hereto with respect to such Specified New Lender.

3. Specified New Lenders. Each Specified New Lender as of the date hereof and on the Third Amendment Effective Date (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to become a Lender, and (iii) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 7.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and on the basis of which it has made such analysis and decision independently and without reliance on the Agent or any other Lender, and (b) agrees that (i) it will, independently and without reliance on the Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Documents, and (ii) from and after the Third Amendment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of its Revolving Credit Commitment (which, as of the Third Amendment Effective Date is set forth on Exhibit A) shall have the obligations of a Lender thereunder.

4. Reallocation. Concurrently with the Third Amendment Effective Date, to the extent necessary in order for each Lender's Revolving Loans to be in accordance with its ratable share of the Revolving Credit Committed Amount, each Lender shall sell to or purchase from, as applicable, each other Lender an amount necessary to place the aggregate outstanding amount of such Lender's Revolving Loans in proportion to its ratable share of the Revolving Credit Committed Amount in light of the increase and reallocation of the Revolving Credit Commitments hereunder. Each of the Lenders hereby waives any indemnification payments required pursuant to Section 4.10 of the Credit Agreement that arise solely as a result of the reallocations contemplated by this Section 4 on the Third Amendment Effective Date.

5. Amendments to Credit Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 7 below:

(a) Amendments to Section 1.1.

(i) The definition of "Bostco Joint Venture" is amended and restated so that it reads, in its entirety, as follows:

"Bostco Joint Venture" means Battleground Oil Specialty Terminal Company LLC, a Delaware limited liability company, so long as such entity remains a Joint Venture.

(ii) The definition of "Permitted JV Investment" is amended (A) by amending and restating clause (ix) so that it reads, in its entirety, as follows:

(ix) such Investment and all previous Permitted JV Investments (including any Permitted JV Investments in Bostco Joint Venture that are not Specified Bostco JV Investments (as defined below)) consummated after the Closing Date shall not exceed $75,000,000 in the aggregate.

and (B) by inserting at the end thereof the following:

Anything in the foregoing to the contrary notwithstanding, (a) the conditions precedent set forth in clauses (iv), (v), (vi) and (vii) of this definition shall not be conditions precedent to the making of the first $225,000,000 of Investments in Bostco Joint Venture on or after the Third Amendment Effective Date (such Investments, the "Specified Bostco JV Investments") and (b) such Specified Bostco JV Investments shall not be considered in the calculations set forth in clause (ix) of this definition in connection with any Investment.

(iii) The following definition shall be inserted in Section 1.1 of the Credit Agreement in appropriate alphabetical order:

"Third Amendment Effective Date" means the date on which each of the conditions precedent set forth in Section 7 of that certain Third Amendment to Amended and Restated Senior Secured Credit Facility dated as of November 16, 2012, by and among the Borrower, each of the Lenders party thereto, and the Agent, has been satisfied.

(b) Schedule 1.1A of the Credit Agreement is hereby replaced in its entirety with Schedule 1.1A attached hereto as Exhibit B.

6. Amendment to Pledge Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 7 below, Schedule 2(a) of the Pledge Agreement is hereby replaced in its entirety with Schedule 2(a) attached hereto as Exhibit C. The Borrower hereby represents and warrants that, as of the Third Amendment Effective Date and after giving effect to the Initial Bostco Investment, Schedule 2(a) attached hereto as Exhibit C accurately describes all Capital Stock owned by the Credit Parties that are required to be pledged to the Agent, for the benefit of the Lenders, pursuant to the Pledge Agreement.

7. Conditions Precedent. This Agreement shall become effective only upon satisfaction of each of the following conditions precedent:

(a) The Agent shall have received each of the following, each in form and substance reasonably satisfactory to the Agent:

(i) counterparts of this Agreement duly executed by the Borrower, the Required Lenders (as determined immediately prior to time that each of

the other conditions precedent in this Section 7 have been satisfied), the Increasing Lenders, and the Agent;

(ii) counterparts of the Consent, Reaffirmation, and Agreement of the Guarantors attached hereto duly executed by each of the Guarantors;

(iii) duly executed Revolving Notes, to the extent requested by any Increasing Lender;

(iv) a duly executed loan certificate for the Borrower and each of the Guarantors, dated as of the Third Amendment Effective Date, including a certificate of incumbency with respect to two or more authorized signatories of such Person, together with the following items: (A) a true, correct and complete copy of the Certificate (or Articles) of Incorporation, bylaws (or operating agreement), or other organizational or governing documents of such Person as in effect on the Third Amendment Effective Date, (B) a good standing certificate for such Person issued by the jurisdiction of incorporation or organization of such Person with a date not earlier than 30 days prior to the Third Amendment Effective Date, and (C) a true, complete and correct copy of the corporate resolutions of such Person authorizing such Person to execute, deliver and perform this Agreement; and

(v) legal opinions of counsel to the Credit Parties addressed to each Lender and the Agent and dated as of the Third Amendment Effective Date in form and substance reasonably satisfactory to the Agent.

(b) the Borrower shall have paid to the Agent all fees and expenses due and payable under the Credit Agreement and in connection with this Agreement, including, without limitation the fees set forth in that certain Fee Letter dated as of October 22, 2012, by and between Borrower, Wells Fargo Bank, National Association and Wells Fargo Securities, LLC.

(c) the Initial Bostco Investment shall be on terms reasonably satisfactory to the Agent and made substantially concurrently with the effectiveness of this Agreement and in accordance with the definition of "Permitted JV Investments" (after giving effect to the amendments in Section 5 of this Agreement), provided that, such terms shall not be satisfactory to the Agent if (i) the amount of the Initial Bostco Investment exceeds $122,000,000 or (ii) the Borrower receives less than 40% of the Class A Units of the Bostco Joint Venture in exchange for such Initial Bostco Investment, and, unless waived by the Agent, the Agent shall have received at least two (2) Business Days' notice prior to such Initial Bostco Investment;

(d) the Agent shall have obtained a perfected, first priority security interest in all Capital Stock of Bostco Joint Venture owned by any Credit Party after giving effect to the Initial Bostco Investment, and the documents governing such Capital Stock shall be in form and substance reasonably satisfactory to the Agent;

(e) the conditions to borrowing set forth in Section 5.2 of the Credit Agreement shall be satisfied on the Third Amendment Effective Date;

(f) delivery of such documents, certificates, and information as the Agent shall have reasonably requested; and

(g) all of the foregoing conditions precedent must be satisfied on or prior to January 20, 2013.

8. Effect of Agreement. Except as set forth expressly hereinabove, all terms of the Credit Agreement and the other Credit Documents shall be and remain in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the Borrower and the other Credit Parties party thereto.

9. No Novation or Mutual Departure. The Borrower expressly acknowledges and agrees that (i) there has not been, and this Agreement does not constitute or establish, a novation with respect to the Credit Agreement or any of the Credit Documents, or a mutual departure from the strict terms, provisions, and conditions thereof other than with respect to the amendments in Section 3 above, and (ii) nothing in this Agreement shall affect or limit the Agent's or any Lender's right to demand payment of liabilities owing from the Borrower or any other Credit Party to the Agent and the Lenders under, or to demand strict performance of the terms, provisions and conditions of, the Credit Agreement and the other Credit Documents, to exercise any and all rights, powers and remedies under the Credit Agreement or the other Credit Documents or at law or in equity, or to do any and all of the foregoing, immediately at any time after the occurrence of a Default or an Event of Default under the Credit Agreement or the other Credit Documents.

10. Ratification and Restatement. The Borrower hereby (i) restates, ratifies, and reaffirms each and every term, covenant, and condition set forth in the Credit Agreement and the other Credit Documents to which it is a party, as of the date hereof and the Third Amendment Effective Date, in each case, after giving effect hereto and (ii) restates and renews each and every representation and warranty heretofore made by it in the Credit Agreement and the other Credit Documents as fully as if made on the date hereof and the Third Amendment Effective Date and with specific reference to this Agreement and any other Credit Documents executed or delivered in connection herewith (except with respect to representations and warranties made as of an expressed date, in which case such representations and warranties shall be true and correct as of such date).

11. No Default. To induce the Agent and the Lenders to enter into this Agreement and to continue to make advances pursuant to the Credit Agreement (subject to the terms and conditions hereof), the Borrower hereby acknowledges and agrees that, as of the date hereof and the Third Amendment Effective Date, and, in each case, after giving effect to the terms hereof, there exists (i) no Default or Event of Default and (ii) no right of offset, defense, counterclaim, claim, or objection in favor of the Borrower arising out of or with respect to any of the Loans or other obligations of the Borrower owed to the Lenders under the Credit Agreement or any Credit Document.

12. Release. In consideration of the amendments contained herein, the Borrower hereby waives and releases each of the Lenders, the Agent and the Issuing Bank from any and all claims and defenses, known or unknown as of the date hereof and as of the Third Amendment Effective Date, with respect to the Credit Agreement and the other Credit Documents and the transactions contemplated thereby.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts and transmitted by facsimile to the other parties, each of which when so executed and delivered by facsimile shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Agreement may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of this Agreement.

14. Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

15. Section References. Section titles and references used in this Agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby.

16. Recitals Incorporated Herein. The preamble and the recitals to this Agreement are hereby incorporated herein by this reference

17. Further Assurances. The Borrower agrees to take such further actions as the Agent shall reasonably request in connection herewith to evidence the agreements herein contained.

18. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

19. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

BORROWER:

TRANSMONTAIGNE OPERATING COMPANY L.P.

By: TransMontaigne Operating GP L.L.C., its sole general partner

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

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

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Michael T. Letsch
Name: Michael T. Letsch
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

UNION BANK, N.A.,
as a Lender

By: /s/ Huylee Dallas
Name: Huylee Dallas
Title: Vice President

AMEGY BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Kevin Donaldson
Name: Kevin Donaldson

Title: Senior Vice President

COMPASS BANK,
as a Lender

By: /s/ James Neblett
Name: James Neblett
Title: Vice President

COMERICA BANK,
as a Lender

By: /s/ Kayta Evseev
Name: Kayta Evseev
Title: Assistant Vice President

CITIBANK, N.A.,
as a Lender

By: /s/ Thomas Benavides
Name: Thomas Benavides
Title: Senior Vice President

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender

By: /s/ William Jones
Name: William Jones
Title: Vice President

CADENCE BANK, N.A.,
as a Lender

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

SOVEREIGN BANK, N.A.,
as a Lender

By: /s/ Mark Connelly
Name: Mark Connelly

Title: Senior Vice President

By: /s/ Aidan Lanigan
Name: Aidan Lanigan
Title: Senior Vice President

ONEWEST BANK, FSB,
as a Lender

By: /s/ Sean M. Murphy
Name: Sean M. Murphy
Title: Executive Vice President

CONSENT AND REAFFIRMATION OF GUARANTORS

Each of the undersigned (i) acknowledges receipt of the foregoing Third Amendment to Second Amended and Restated Senior Secured Credit Facility (the "Agreement"), (ii) consents to the execution and delivery of the Agreement by the parties thereto, and (iii) reaffirms all of its obligations and covenants under that certain Amended and Restated Full Recourse Guaranty Agreement dated as of March 9, 2011 (as amended, restated, supplemented, or otherwise modified from time to time), or that certain Second Amended and Restated Limited Recourse Guaranty Agreement dated as of March 9, 2011 (as amended, restated, supplemented, or otherwise modified from time to time), as applicable, executed by it, or later joined by it, and agrees that none of such obligations and covenants shall be limited by the execution and delivery of the Agreement. This Consent and Reaffirmation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

November 16, 2012:

FULL RECOURSE GUARANTORS:

TRANSMONTAIGNE TERMINALS, L.L.C., a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

RAZORBACK L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TPSI TERMINALS L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TMOC CORP., a Delaware corporation

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TLP MEX L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TPME L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TLP FINANCE CORP.,
a Delaware corporation

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TLP OPERATING FINANCE CORP.,
a Delaware corporation

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

LIMITED RECOURSE GUARANTOR:

TRANSMONTAIGNE PARTNERS L.P.,

By: TransMontaigne GP L.L.C.,
its sole general partner

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TRANSMONTAIGNE PARTNERS L.P.

Contact: Charles L. Dunlap, CEO
Gregory J. Pound, COO
Frederick W. Boutin, CFO
303-626-8200

TRANSMONTAIGNE PARTNERS L.P. ACQUIRES AN OWNERSHIP INTEREST IN THE BOSTCO HOUSTON SHIP CHANNEL TERMINAL PROJECT

December 20, 2012 **Immediate Release**

Denver, Colorado—TransMontaigne Partners L.P. (NYSE:TLP) announced that effective today it acquired a 42.5% ownership interest for approximately $79 million in Battleground Oil Specialty Terminal Company LLC (BOSTCO), which is developing a new black oil terminal facility on the Houston Ship Channel for handling residual fuel, feedstocks, distillates and other black oils. In connection with its acquisition, TLP has committed to make its pro rata share of the future capital contributions required to complete the initial phase of the BOSTCO project. The initial phase of the BOSTCO project, which is supported by long term contracts with customers, involves construction of 50 storage tanks with approximately 6.1 million barrels of storage capacity at an estimated cost of approximately $425 million. The BOSTCO facility's docks will benefit from one of the deepest vessel drafts and nearest access points in the Houston Ship Channel and will be well positioned to capitalize on increasing exports of petroleum related products. Our investment in BOSTCO was funded with cash on hand and borrowings under our amended and restated senior secured credit facility provided by a syndicate of banks. In connection with our investment in BOSTCO, our credit facility was amended to increase the maximum revolving credit amount from $250 million to $350 million.

"TransMontaigne is excited to be able to rejoin Kinder Morgan in the BOSTCO project. This project will significantly increase our asset base and is expected to be accretive to the distributable cash flow of the Partnership once terminal operations commence." said Charles Dunlap, Chief Executive Officer of TransMontaigne's general partner. "This state of the art oil products storage terminal with deep water access will give us an important foothold in the Houston Ship Channel with the opportunity to add capacity in later phases at attractive rates of return."

The BOSTCO facility is scheduled to begin initial commercial operation in the fourth quarter of 2013. Completion of the full 6.1 million barrels of storage capacity and related infrastructure is scheduled for early 2014. A subsidiary of Kinder Morgan Energy Partners, L.P. (NYSE: KMP) will manage the day to day operations of the BOSTCO project.

About TransMontaigne Partners L.P.

TransMontaigne Partners L.P. is a terminaling and transportation company based in Denver, Colorado with operations primarily in the United States along the Gulf Coast, in the Midwest, in Brownsville, Texas, along the Mississippi and Ohio Rivers, and in the Southeast. We provide integrated terminaling, storage, transportation and related services for customers engaged in the distribution and marketing of light refined petroleum products, heavy refined petroleum products, crude oil, chemicals, fertilizers and other liquid products. Light refined products include gasolines, diesel fuels, heating oil and jet fuels; heavy refined products include residual fuel oils and asphalt. We do not purchase or market products that we handle or transport. News and additional information about TransMontaigne Partners L.P. is available on our website*: www.transmontaignepartners.com*.

Forward-Looking Statements

This press release includes statements that may constitute forward-looking statements made pursuant to the safe harbor provision of the Private Securities Litigation Reform Act of 1995. Although the company believes that the

expectations related to BOSTCO reflected in such forward-looking statements are based on reasonable assumptions, actual results could differ materially from those projected in the forward-looking statements as a result of certain risk factors, including, but not limited to, adverse changes in general economic or market conditions, construction delays or cost overruns, and competitive factors such as pricing pressures and the entry of new competitors. Morgan Stanley's approval of our investment in BOSTCO was based on the specific facts and circumstances of our investment in BOSTCO and is not indicative of whether Morgan Stanley will approve any other acquisition or investment that we may propose. Additional important factors that could cause actual results to differ materially from the company's expectations and may adversely affect its business and results of operations are disclosed in "Item 1A. Risk Factors" in TransMontaigne Partners' Annual Report on Form 10-K/A, Amendment No. 1, for the year ended December 31, 2011, filed with the Securities and Exchange Commission on May 3, 2012. The company assumes no obligation to, and does not currently intend to, update any such forward-looking statements after the date of this release.

-END-

January 5, 2012

TransMontaigne Operating Company L.P.
1670 Broadway, Suite 3100
Denver, Colorado 80202
Attn: Fred Boutin

Re: Independent Accountant

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Senior Secured Credit Facility dated as of March 9, 2011, by and among TransMontaigne Operating Company L.P., a Delaware limited partnership (the "Borrower" or "you"), the Lenders party thereto from time to time (the "Lenders"), U.S. Bank National Association, as Syndication Agent, Bank of America, N.A., as Documentation Agent, and Wells Fargo Bank, National Association, in its capacity as administrative agent for the Lenders (the "Agent") (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used without definition in this letter agreement have the meanings given those terms in the Credit Agreement.

The Borrower, the Agent, and the Required Lenders party hereto agree that the phrase "KPMG LLP (which shall not be limited as to the scope of the audit or qualified as to the status of Partners and its consolidated Subsidiaries as a going concern) or other Independent Accountant selected by Partners and approved by the Agent" in Section 7.1(a) of the Credit Agreement is amended so that it reads "an Independent Accountant selected by Partners and approved by the Agent (which shall not be limited as to the scope of the audit or qualified as to the status of Partners and its consolidated Subsidiaries as a going concern)." The Borrower has selected Deloitte & Touche LLP as its Independent Accountant and the Agent has approved such selection.

This letter agreement shall be effective only upon the receipt by the Agent of duly executed signature pages of (a) this letter agreement from the Borrower, Agent, and those Lenders constituting the Required Lenders and (b) the Consent and Reaffirmation of Guarantors from each of the Guarantors.

This letter agreement is a Credit Document. This letter agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one instrument. Delivery by one or more parties hereto of an executed counterpart of this letter agreement via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this letter agreement. Any party delivering an executed counterpart of this letter agreement by facsimile or other electronic method of transmission shall also deliver an original executed

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counterpart, but the failure to do so shall not affect the validity, enforceability, or binding effect of this letter agreement.

This letter agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[SIGNATURES ON FOLLOWING PAGES]

AGENT AND LENDERS:

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Agent and as a Lender

By: /s/ Jonathan Herrick
Name: Jonathan Herrick
Title: Assistant Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Rick Wadley
Name: Rick Wadley
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

UNION BANK, N.A.,
as a Lender

By: /s/ Zachary Holly
Name: Zachary Holly
Title: Assistant Vice President

AMEGY BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Kevin Donaldson
Name: Kevin Donaldson
Title: Vice President

COMERICA BANK,
as a Lender

By: /s/ Caroline M. McClurg
Name: Caroline M. McClurg
Title: Senior Vice President

CITIBANK, N.A.
as a Lender

By: /s/ John Miller
Name: John Miller
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender

By: /s/ Dmitriy Barskiy
Name: Dmitriy Barskiy
Title: Vice President

Acknowledged and Agreed:

TRANSMONTAIGNE OPERATING COMPANY L.P.,

as Borrower

By: TransMontaigne Operating GP L.L.C.,
its sole general partner

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

CONSENT AND REAFFIRMATION OF GUARANTORS

Each of the undersigned (i) acknowledges receipt of the foregoing letter agreement (the "Amendment"), (ii) consents to the execution and delivery of the Amendment by the parties thereto, and (iii) reaffirms all of its obligations and covenants under each of the Credit Documents to which it is a party, and agrees that none of such obligations and covenants shall be limited by the execution and delivery of the Amendment. This Consent and Reaffirmation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

January 5, 2012:

FULL RECOURSE GUARANTORS:

TRANSMONTAIGNE TERMINALS, L.L.C., a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

RAZORBACK L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TPSI TERMINALS L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TLP FINANCE CORP.,
a Delaware corporation

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TLP OPERATING FINANCE CORP.,
a Delaware corporation

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TMOC CORP.,

a Delaware corporation

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TLP MEX L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

TPME L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

LIMITED RECOURSE GUARANTOR:

TRANSMONTAIGNE PARTNERS L.P.,

By: TransMontaigne GP L.L.C.,
its sole general partner

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY (this "Amendment") is dated as of March 20, 2012, among TRANSMONTAIGNE OPERATING COMPANY L.P. (the "Borrower"), each of the Lenders (as defined below) party hereto, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (the "Agent").

W I T N E S S E T H :

WHEREAS, the Borrower, certain banks and other lenders party thereto (the "Lenders"), and the Agent executed and delivered that certain Second Amended and Restated Senior Secured Credit Facility dated as of March 9, 2011, as amended by that certain letter agreement dated as of January 5, 2012 (as further amended, restated, modified, or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, the Borrower has requested and, subject to the terms and conditions hereof, the Agent and the Required Lenders have agreed to make certain amendments to the Credit Agreement as more fully described below.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, each of the parties hereto hereby covenant and agree as follows:

1. Definitions. Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement shall have the meaning assigned to such term in the Credit Agreement. Each reference to "hereof," "hereunder," "herein," and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Credit Agreement shall from and after the date hereof refer to the Credit Agreement as amended hereby.

2. Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 3 below:

(a) Amendments to Section 1.1.

(i) The definition of "Consolidated Interest Expense" is amended and restated so that it reads, in its entirety, as follows:

"Consolidated Interest Expense" means, for any applicable period of computation, all interest expense, net of cash interest income, of Partners and its consolidated Restricted Subsidiaries during such period, determined on a consolidated basis in accordance with GAAP.

(ii) The definition of "Interest Coverage Ratio" is amended and restated so that it reads, in its entirety, as follows:

"Interest Coverage Ratio" means, as of the last day of each of Partners' fiscal quarters, for such fiscal quarter and the immediately preceding three fiscal quarters, (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense paid or payable in cash during such period.

(b) Amendment to Section 7.1(a). Section 7.1(a) is hereby amended and restated so that it reads, in its entirety, as follows:

(a) (i) for the fiscal year ending on or about December 31, 2011, upon the earlier to occur of (1) one-hundred and thirty five (135) days after the last day of such fiscal year and (2) the filing of such annual audited financial statements with the SEC for such fiscal year, and (ii) for each fiscal year thereafter, within ninety (90) days after the last day of such fiscal year, the audited consolidated balance sheets and statements of income and retained earnings and of changes in cash flow of Partners and its consolidated Subsidiaries, for such year, each setting forth in comparative form the corresponding figures for the preceding year, prepared in accordance with GAAP, and accompanied by a report and unqualified opinion of an Independent Accountant selected by Partners and approved by the Agent (which shall not be limited as to the scope of the audit or qualified as to the status of Partners and its consolidated Subsidiaries as a going concern); provided, that at all times when Partners is required to file and has timely filed a 10-K with the SEC that includes the foregoing financial statements, such filing will satisfy this covenant if filed within the applicable time period specified in clauses (i) or (ii) above;

3. Conditions Precedent. This Amendment shall become effective only upon satisfaction of each of the following conditions precedent:

(a) execution and delivery of this Amendment by the Borrower, the Agent, and the Required Lenders; and

(b) execution and delivery of the Consent and Reaffirmation of the Guarantors at the end hereof by the Guarantors.

4. Effect of Amendment. Except as set forth expressly hereinabove, all terms of the Credit Agreement and the other Credit Documents shall be and remain in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of the Borrower and the other Credit Parties party thereto.

5. No Novation or Mutual Departure. The Borrower expressly acknowledges and agrees that (i) there has not been, and this Amendment does not constitute or establish, a novation with respect to the Credit Agreement or any of the Credit Documents, or a mutual departure from the strict terms, provisions, and conditions thereof other than with respect to the amendments in Section 2 above, and (ii) nothing in this Amendment shall affect or limit the Agent's or any Lender's right to demand payment of liabilities owing from the Borrower or any other Credit Party to the Agent and the Lenders under, or to demand strict performance of the terms, provisions and conditions of, the Credit Agreement and the other Credit Documents, to exercise any and all rights, powers and remedies under the Credit Agreement or the other Credit Documents or at law or in equity, or to do any and all of the foregoing, immediately at any time

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after the occurrence of a Default or an Event of Default under the Credit Agreement or the other Credit Documents.

6. Ratification and Restatement. The Borrower hereby (i) restates, ratifies, and reaffirms each and every term, covenant, and condition set forth in the Credit Agreement and the other Credit Documents to which it is a party, effective as of the date hereof and after giving effect hereto and (ii) restates and renews each and every representation and warranty heretofore made by it in the Credit Agreement and the other Credit Documents as fully as if made on the date hereof and with specific reference to this Amendment and any other Credit Documents executed or delivered in connection herewith (except with respect to representations and warranties made as of an expressed date, in which case such representations and warranties shall be true and correct as of such date).

7. No Default. To induce the Agent and the Lenders to enter into this Amendment and to continue to make advances pursuant to the Credit Agreement (subject to the terms and conditions hereof), the Borrower hereby acknowledges and agrees that, as of the date hereof, and after giving effect to the terms hereof, there exists (i) no Default or Event of Default and (ii) no right of offset, defense, counterclaim, claim, or objection in favor of the Borrower arising out of or with respect to any of the Loans or other obligations of the Borrower owed to the Lenders under the Credit Agreement or any Credit Document.

8. Release. In consideration of the amendments contained herein, the Borrower hereby waives and releases each of the Lenders, the Agent and the Issuing Bank from any and all claims and defenses, known or unknown as of the date hereof, with respect to the Credit Agreement and the other Credit Documents and the transactions contemplated thereby.

9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts and transmitted by facsimile to the other parties, each of which when so executed and delivered by facsimile shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. This Amendment may be executed by each party on separate copies, which copies, when combined so as to include the signatures of all parties, shall constitute a single counterpart of this Amendment.

10. Fax or Other Transmission. Delivery by one or more parties hereto of an executed counterpart of this Amendment via facsimile, telecopy, or other electronic method of transmission pursuant to which the signature of such party can be seen (including, without limitation, Adobe Corporation's Portable Document Format) shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

11. Section References. Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto evidenced hereby.

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12. Recitals Incorporated Herein. The preamble and the recitals to this Amendment are hereby incorporated herein by this reference

13. Further Assurances. The Borrower agrees to take such further actions as the Agent shall reasonably request in connection herewith to evidence the agreements herein contained.

14. Severability. Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Governing Law. This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its duly authorized officer as of the day and year first above written.

BORROWER:

TRANSMONTAIGNE OPERATING COMPANY L.P.

By: TransMontaigne Operating GP L.L.C., its sole general partner

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Executive Vice President

AGENT AND LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: /s/ Iliya Filen
Name: Iliya Filen
Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Robert J. Likos
Name: Robert J. Likos
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Daniel K. Hansen
Name: Daniel K. Hansen
Title: Vice President

UNION BANK, N.A.,
as a Lender

By: /s/ Zachary Holly
Name: Zachary Holly
Title: Assistant Vice President

AMEGY BANK NATIONAL ASSOCIATION,
as a Lender

By: /s/ Kevin Donaldson
Name: Kevin Donaldson
Title: Vice President

COMPASS BANK,
as a Lender

By: /s/ Dorothy Marchand
Name: Dorothy Marchand
Title: Senior Vice President

COMERICA BANK,
as a Lender

By: /s/ Katya Evseev

Name: Katya Evseev
Title: Corporate Banking Officer

CITIBANK, N.A.,
as a Lender

By: /s/ Yasantha Gunaratna
Name: Yasantha Gunaratna
Title: Vice President

MORGAN STANLEY SENIOR FUNDING, INC.,
as a Lender

By: /s/ Scott Taylor
Name: Scott Taylor
Title: Vice President

CONSENT AND REAFFIRMATION OF GUARANTORS

Each of the undersigned (i) acknowledges receipt of the foregoing Second Amendment to Second Amended and Restated Senior Secured Credit Facility (the "Amendment"), (ii) consents to the execution and delivery of the Amendment by the parties thereto, and (iii) reaffirms all of its obligations and covenants under that certain Amended and Restated Full Recourse Guaranty Agreement dated as of March 9, 2011 (as amended, restated, supplemented, or otherwise modified from time to time), or that certain Second Amended and Restated Limited Recourse Guaranty Agreement dated as of March 9, 2011 (as amended, restated, supplemented, or otherwise modified from time to time), as applicable, executed by it, or later joined by it, and agrees that none of such obligations and covenants shall be limited by the execution and delivery of the Amendment. This Consent and Reaffirmation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

March [ ], 2012:

FULL RECOURSE GUARANTORS:

TRANSMONTAIGNE TERMINALS, L.L.C., a Delaware limited liability company

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

RAZORBACK L.L.C.,
a Delaware limited liability company

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

TPSI TERMINALS L.L.C.,
a Delaware limited liability company

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

TMOC CORP., a Delaware corporation

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

TLP MEX L.L.C.,
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Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

TPME L.L.C.,
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By: /s/ Robert T. Fuller
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Title: Vice President and Assistant Treasurer

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a Delaware corporation

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

TLP OPERATING FINANCE CORP.,
a Delaware corporation

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer

LIMITED RECOURSE GUARANTOR:

TRANSMONTAIGNE PARTNERS L.P.,

By: TransMontaigne GP L.L.C.,
its sole general partner

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Vice President and Assistant Treasurer