
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **February 28, 2019 (February 26, 2019)**

TransMontaigne Partners LLC

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-32505
Commission
file number

34-2037221
(I.R.S. Employer
Identification No.)

1670 Broadway, Suite 3100 Denver, Colorado 80202
(Address of principal executive offices) (Zip Code)

(303) 626-8200
(Registrant's telephone number, including area code)

TransMontaigne Partners L.P.
(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:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

As further described under Item 5.03 below, effective at 2:36 p.m. (Eastern Time) on February 26, 2019 (the “Conversion Effective Time”), the registrant, TransMontaigne Partners L.P., a Delaware limited partnership, converted into a Delaware limited liability company named “TransMontaigne Partners LLC” (the “TLP Conversion”). References herein to “TLP,” the “Partnership” or the “Company” refer to TransMontaigne Partners L.P. prior to the TLP Conversion and to TransMontaigne Partners LLC following the TLP Conversion.

Item. 1.01 Entry into a Material Definitive Agreement

GP Merger Agreement

On February 26, 2019, TLP entered into an Agreement and Plan of Merger (the “GP Merger Agreement”) with TransMontaigne GP L.L.C., a Delaware limited liability company (the “General Partner”), pursuant to which the General Partner merged with and into TLP, with TLP continuing as the surviving entity (the “GP Merger”).

Under the terms of the GP Merger Agreement, at the effective time of the GP Merger, the outstanding membership interests of the General Partner were cancelled and extinguished for no consideration. The issued and outstanding membership interests of TLP were not converted or exchanged in any manner.

The GP Merger Agreement is attached hereto as Exhibit 1.1 and is incorporated into this Item 1.01 by reference. The foregoing summary is qualified in its entirety by the terms and conditions of the GP Merger Agreement. It is not intended to provide any other factual information about TLP, the General Partner, or their respective subsidiaries and affiliates.

Amendment to Third Amended and Restated Senior Secured Credit Facility

On February 26, 2019, TransMontaigne Operating Company L.P., a Delaware limited partnership and a subsidiary of TLP (the “Borrower”), entered into that certain Second Amendment to Third Amended and Restated Senior Secured Credit Facility (the “Second Amendment”), which amends the Third Amended and Restated Senior Secured Credit Facility, dated as of March 13, 2017, among the Borrower, Wells Fargo Bank, National Association, as administrative agent, the financial institutions party thereto as lenders and the other parties thereto (as amended, the “Credit Facility”). The Second Amendment amends the Credit Facility to reflect certain of the transactions described in the GP Merger Agreement and the TLP Merger Agreement (as defined below).

Fourth Amended and Restated Omnibus Agreement

On February 26, 2019, TLP entered into a Fourth Amended and Restated Omnibus Agreement (the “Restated Omnibus Agreement”) among TLP, TransMontaigne Operating GP L.L.C., the Borrower and TLP Management Services LLC (“Services”). The Restated Omnibus Agreement amends TLP’s previous omnibus agreement to reflect the TLP Merger (as defined below), the GP Merger, and the TLP Conversion and to provide that Services and its affiliates will provide certain management, legal, accounting, tax, corporate staff and other support services to TLP, as well as provide personnel to operate certain assets, substantially on the same terms as provided for in the previous omnibus agreement.

TLP has no employees and all of its management and operational activities are provided by officers that are employees of Services, as well as certain other employees of Services and its affiliates or designees, for which TLP will reimburse Services. The Restated Omnibus Agreement did not materially change the financial terms, substantive rights or obligations of the parties.

The foregoing descriptions of the Second Amendment and the Restated Omnibus Agreement do not purport to be complete and are subject to, and qualified in their entirety by the full text of such documents, which are filed herewith as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On February 26, 2019, pursuant to the Agreement and Plan of Merger (the “TLP Merger Agreement”), dated as of November 25, 2018, by and among TLP, the General Partner, TLP Finance Holdings, LLC (“Parent”), TLP Merger Sub, LLC (“Merger Sub”), TLP Acquisition Holdings, LLC (“TLP Holdings”) and, solely for the purposes of Section 6.19 thereof, TLP Equity Holdings, LLC (“Equity Holdings”), ArcLight Energy Partners Fund VI, L.P. (“ArcLight”) completed its previously announced acquisition of all of the outstanding common units of TLP that were not already owned by ArcLight or its affiliates through the merger of Merger Sub with and into TLP (the “TLP Merger”), with TLP surviving the TLP Merger as a wholly owned subsidiary of an affiliate of Arclight.

At the effective time of the TLP Merger on February 26, 2019 (the “Effective Time”), each TLP common unit issued and outstanding immediately prior to the Effective Time, other than those held by Parent, TLP Holdings and Equity Holdings, was converted into the right to receive \$41.00 in cash, without interest (the “Merger Consideration”). Immediately prior to the Effective Time, each General Partner Unit automatically converted into (i) one Common Unit of TLP, and (ii) in aggregate, a non-economic general partner interest in TLP. The Incentive Distribution Rights in TLP issued and outstanding immediately prior to the Effective Time converted into 100 Common Units in TLP.

The foregoing description of the TLP Merger Agreement and the TLP Merger does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the TLP Merger Agreement, which was filed as Exhibit 2.1 to TLP’s Current Report on Form 8-K filed on November 26, 2018, and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

To the extent applicable, the information included under Item 1.01 above is incorporated into this Item 2.03 by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

To the extent applicable, the information included under Item 2.01 above is incorporated into this Item 3.01 by reference.

In connection with the consummation of the TLP Merger, the New York Stock Exchange (the “NYSE”) was notified on February 26, 2019, that each TLP common unit issued and outstanding immediately prior to the Effective Time, other than those held by Parent, TLP Holdings and Equity Holdings, was converted pursuant to the TLP Merger Agreement into the right to receive the Merger Consideration, subject to the terms and conditions of the TLP Merger Agreement. TLP requested that the NYSE file a Form 25 with the Securities and Exchange Commission (the “SEC”) to delist the TLP common units from the NYSE and to deregister the TLP common units under Section 12(b) of the Securities Exchange Act of 1934, as amended. TLP common units were suspended from trading on the NYSE prior to the opening of trading on February 27, 2019.

Item 3.03 Material Modification to Rights of Security Holders.

To the extent applicable, the information included under Item 2.01 above and the information included under Item 5.03 below regarding the Certificate of Conversion, Certificate of Formation and Limited Liability Company Agreement is incorporated into this Item 3.03 by reference.

Pursuant to the TLP Merger Agreement and subject to the terms and conditions thereof, at the Effective Time, each outstanding TLP phantom unit issued pursuant to the TLP Management Services LLC 2016 Long-Term Incentive Plan (the “LTIP”), if any, and the TLP Management Services LLC Amended and Restated Savings and Retention Plan (as amended, the “SAR Plan”), and outstanding immediately prior to the Effective Time was treated as converted into a right to receive a cash payment in an amount

equal to \$41.00 in cash (without interest and subject to tax withholding, if applicable), and (i) such amount to be “covered compensation” under the SAR Plan, and to vest and be payable in accordance with the terms of the underlying award agreement or letter (or the SAR Plan, if there is no separate award agreement or letter), and (ii) such amount to be adjusted from and after the Effective Time in accordance with the terms of the SAR Plan. At the Effective Time, the LTIP was terminated and from and after the Effective Time there is no obligation under the LTIP or the SAR Plan to grant or issue (and no outstanding awards providing for the grant or issuance of) any right with respect to Common Units or other Partnership Interests (as defined in the TLP Merger Agreement).

Item 5.01 Change in Control of Registrant

To the extent applicable, the information included under Item 2.01 above is incorporated into this Item 5.01 by reference.

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

In connection with the TLP Merger, at the Effective Time, Steven A. Blank, Barry E. Welch and Jay A. Wiese resigned as directors of the General Partner. The decision of each of Messrs. Blank, Welch and Wiese to resign as directors of the General Partner was not the result of any disagreement with the General Partner or TLP on any matter relating to the operations, internal controls, policies or practices of the General Partner or TLP, and was solely as a result of the TLP Merger.

In connection with the TLP Merger, the board of directors of the General Partner adopted resolutions to terminate the LTIP, effective as of the Effective Time. From and after the Effective Time, no equity awards or other rights with respect to Common Units or other Partnership Interests (as defined in the TLP Merger Agreement) will be granted or be outstanding under the LTIP.

As a result of the TLP Conversion, the business and affairs of TLP will be overseen by Parent as the sole managing member of TLP, rather than the General Partner, which oversaw the business and affairs of TLP as its general partner prior to the TLP Conversion. The executive officers of the General Partner immediately prior to the Conversion Effective Time will be the executive officers of TLP at the Conversion Effective Time.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On February 26, 2019, the Partnership filed a Certificate of Merger (the “TLP Merger Certificate”) with the Secretary of State of the State of Delaware (the “DE Secretary of State”) to effect the TLP Merger. Thereafter, to implement the TLP Conversion, TLP filed with the DE Secretary of State the Certificate of Conversion and, in its capacity as the sole and managing member of TLP, the Parent filed with the DE Secretary of State the Certificate of Formation.

At the Conversion Effective Time, TLP converted from a Delaware limited partnership to a Delaware limited liability company pursuant to a plan of conversion (the “Plan of Conversion”) and the Certificate of Formation and the Limited Liability Company Agreement of TLP became effective.

Immediately thereafter, TLP filed a Certificate of Merger (the “GP Merger Certificate”) with the DE Secretary of State to effect the GP Merger.

The foregoing description of the TLP Merger Certificate, the Certificate of Conversion, the Certificate of Formation, the Limited Liability Company Agreement and the GP Merger Certificate does not purport to be complete and is qualified in its entirety by reference to the complete text of such agreements, copies of which are filed as Exhibits 3.1, 3.2, 3.3, 3.4 and 3.5, respectively, to this Current Report and are incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
1.1	<u>Agreement and Plan of Merger, dated as of February 26, 2019, by and between TransMontaigne Partners LLC and TransMontaigne GP L.L.C.</u>
2.1*	<u>Agreement and Plan of Merger, dated as of November 25, 2018, by and among TLP Finance Holdings, LLC, TLP Acquisition Holdings, LLC, TLP Equity Holdings, LLC, TLP Merger Sub, LLC, TransMontaigne Partners L.P. and TransMontaigne GP L.L.C. (incorporated by reference to the Current Report on Form 8-K of the Partnership filed with the SEC on November 26, 2018).</u>
3.1	<u>Certificate of Merger of TLP Merger Sub, LLC into TransMontaigne Partners L.P., effective as of February 26, 2019.</u>
3.2	<u>Certificate of Conversion of TransMontaigne Partners L.P. into TransMontaigne Partners LLC, effective as of February 26, 2019.</u>
3.3	<u>Certificate of Formation of TransMontaigne Partners LLC, dated February 26, 2019.</u>
3.4	<u>Limited Liability Company Agreement of TransMontaigne Partners LLC, dated February 26, 2019.</u>
3.5	<u>Certificate of Merger of TransMontaigne GP L.L.C. into TransMontaigne Partners LLC, effective as of February 26, 2019.</u>
10.1	<u>Amendment No. 2 to Third Amended and Restated Senior Secured Credit Facility, dated as of March 13, 2017, among TransMontaigne Operating Company L.P., Wells Fargo Bank, National Association, as administrative agent, the other lenders party thereto and the other parties named therein.</u>
10.2	<u>Fourth Amended and Restated Omnibus Agreement, dated as of February 26, 2019 by and among TransMontaigne Partners LLC, TransMontaigne Operating GP L.L.C., TransMontaigne Operating Company L.P. and TLP Management Services LLC.</u>

* The schedules to this Exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be provided to the Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRANSMONTAIGNE PARTNERS LLC

By: /s/ Michael Hammell
Name: Michael Hammell
Title: Executive Vice President, Secretary & General Counsel

Date: February 28, 2019

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT OF MERGER, dated as of February 26, 2019 (this "Agreement"), is entered into by and between TransMontaigne Partners LLC, a Delaware limited liability company ("TLP LLC"), and TransMontaigne GP L.L.C., a Delaware limited liability company ("GP").

RECITALS

WHEREAS, TLP LLC was formed as a limited liability company on February 26, 2019, when TransMontaigne Partners, L.P., a predecessor of TLP LLC (the "Partnership"), converted from a Delaware limited partnership to a limited liability company pursuant to a Certificate of Conversion and a Certificate of Formation filed with the Secretary of State of the State of Delaware on February 26, 2019 and effective as of February 26, 2019 (the "Conversion");

WHEREAS, prior to the Conversion, GP was the general partner of the Partnership;

WHEREAS, the board of directors or managing member of GP has (i) determined it advisable and in the best interests of GP for GP to merge with and into TLP LLC (the "Merger") pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "Act"), whereupon TLP LLC shall continue as the surviving company, and (ii) authorized, adopted and approved this Agreement and the Merger; and

WHEREAS, the board of directors or managing member of TLP LLC has (i) determined it advisable and in the best interest of the TLP LLC to consummate the Merger, and (ii) authorized, adopted and approved this Agreement and the Merger.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, GP and TLP LLC agree as follows:

1. The Merger. In accordance with Title 6, Section 18-209 of the Act, and upon the terms and conditions of this Agreement, at the Effective Time (as defined below), (i) GP shall be merged with and into TLP LLC, (ii) the separate company existence of GP shall cease and (iii) TLP LLC shall continue as the surviving company. TLP LLC as the surviving company after the Merger is hereinafter sometimes referred to herein as the "Surviving Company". At the Effective Time, the effect of the Merger shall be as provided in this Agreement and Title 6, Section 18-209(f)-(g) of the Act.

2. Effective Time. The Merger shall become effective upon the filing of the Certificate of Merger (as defined below) with the Secretary of State of the State of Delaware (the "Effective Time").

3. Certificate of Merger. GP and TLP LLC agree that they will cause to be executed, delivered and filed a Certificate of Merger satisfying the requirements set forth in Title 6, Section 18-209(c) of the Act (the "Certificate of Merger"), with the Secretary of State of the State of Delaware, and that they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effect the Merger. Unless the context otherwise requires, the term "Agreement" as used herein refers collectively to this Agreement and the Certificate of Merger.

4. Limited Liability Company Agreement. The Limited Liability Company Agreement of TLP LLC immediately prior to the Effective Time shall be the Limited Liability Company Agreement of the Surviving Company immediately following the Effective Time.
5. Effect of Merger on Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any membership interests of GP, the outstanding membership interests of GP shall not be converted or exchanged in any manner, and each such membership interest as of the Effective Time shall be cancelled and extinguished, for no consideration. The issued and outstanding membership interests of TLP LLC shall not be converted or exchanged in any manner, and each such membership interest which is issued and outstanding as of the Effective Time shall continue to represent one (1) issued and outstanding membership interest of the Surviving Company.
6. Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effect the Merger and to comply with the requirements of the Act. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of GP, or otherwise to carry out this Agreement, the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of TLP LLC and GP, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of TLP LLC and GP or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.
7. Tax Treatment. GP and TLP LLC agree that because each of GP and TLP LLC is treated under U.S. Treasury Regulations Section 301.7701-3 as disregarded as an entity separate from the same direct or indirect common parent that is treated as a partnership for U.S. federal income tax purposes, the Merger shall be disregarded for U.S. federal income tax purposes.
8. Termination. This Agreement may be terminated, and the Merger contemplated hereby may be abandoned, at any time prior to the Effective Time. In the event of such termination and abandonment, this Agreement shall become void and none of GP, TLP LLC or their respective managers, members or officers, as the case may be, shall have any liability with respect to such termination and abandonment.
9. Amendment and Waiver. At any time prior to the Effective Time, this Agreement may, to the extent permitted by the Act, be supplemented, amended or modified by the mutual consent of the parties hereto. Any extension or waiver of the obligations herein of either party shall be valid only if set forth in an instrument in writing referring to this section and signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

10. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.

12. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

13. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

15. Entire Agreement. This Agreement, including the agreements, documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

GP

TransMontaigne GP L.L.C.,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

TLP LLC

TransMontaigne Partners L.L.C,
a Delaware limited liability company

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

Signature Page to Agreement and Plan of Merger

CERTIFICATE OF MERGER
of
TLP MERGER SUB, LLC
(a Delaware limited liability company)
with and into
TRANSMONTAIGNE PARTNERS L.P.
(a Delaware limited partnership)

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 11:34 AM 02/26/2019
 FILED 11:34 AM 02/26/2019
 SR 20191404106 - File Number 3898774

February 26, 2019

Pursuant to Section 17-211 of the Delaware Revised Uniform Limited Partnership Act (the "**DRULPA**") and Section 18-209 of the Delaware Limited Liability Company Act (the "**DLLCA**"), TransMontaigne Partners L.P., a Delaware limited partnership (the "**Partnership**"), hereby certifies to the following information relating to the merger of TLP Merger Sub, LLC, a Delaware limited liability company, with and into the Partnership (the "**Merger**"):

FIRST: The name, type of entity and state of organization of each of the constituent entities (the "**Constituent Entities**") to the Merger is as follows:

<u>Name</u>	<u>Entity Type</u>	<u>State</u>
TransMontaigne Partners L.P.	Limited Partnership	Delaware
TLP Merger Sub, LLC	Limited Liability Company	Delaware

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the Constituent Entities in accordance with Section 17-211 of the DRULPA and Section 18-209 of the DLLCA.

THIRD: The Partnership shall be the entity surviving the Merger (the "**Surviving Entity**"), and the name of the Surviving Entity shall remain "TransMontaigne Partners L.P."

FOURTH: The certificate of limited partnership of the Partnership as in effect immediately prior to the effectiveness of this Certificate of Merger shall be the certificate of limited partnership of the Surviving Entity, without any changes or amendments thereto as a result of the Merger.

FIFTH: The Agreement and Plan of Merger is on file at 1670 Broadway, Suite 3100, Denver, Colorado, 80202, a place of business of the Surviving Entity, and a copy thereof will be furnished by the Surviving Entity, on request and without cost, to any partner or member of, or person holding an interest in, either of the Constituent Entities.

SIXTH: This Certificate of Merger and the Merger shall become effective at the time this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Surviving Entity has executed and delivered this Certificate of Merger as of February 26, 2019.

TRANSMONTAIGNE PARTNERS L.P.

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

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

[Signature Page to Certificate of Merger]

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED PARTNERSHIP TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

- 1.) The jurisdiction where the Limited Partnership first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the Limited Partnership first formed is February 23, 2005.
- 4.) The name of the Limited Partnership immediately prior to filing this Certificate is TransMontaigne Partners L.P.
- 5.) The name of the Limited liability Company as set forth in the Certificate of Formation is TransMontaigne Partners LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 26 day of February, A.D. 2019.

By: /s/ Frederick W. Boutin

Authorized Person

Name: Frederick W. Boutin - CEO

Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:36 PM 02/26/2019
FILED 02:36 PM 02/26/2019
SR 20191424916 - File Number 3898774

CERTIFICATE OF FORMATION

OF

TransMontaigne Partners LLC

This Certificate of Formation of TransMontaigne Partners LLC (the "LLC") has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Act (6 Del. C. § 18-201, et. seq.).

FIRST. The name of the limited liability company formed hereby is TransMontaigne Partners LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of this 26th day of February, 2019.

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
TRANSMONTAIGNE PARTNERS LLC**

This Limited Liability Company Agreement of TransMontaigne Partners LLC, a Delaware limited liability company (the “Company”), is made and entered into as of February 26, 2019, by TLP Finance Holdings, LLC, a Delaware limited liability company, in its capacity as the sole and managing member of the Company (any Person serving in such capacity, the “Managing Member”).

W I T N E S S E T H:

WHEREAS, the Company was formed as a limited liability company on February 26, 2019, when TransMontaigne Partners, L.P., a predecessor of the Company (the “Partnership”), converted from a Delaware limited partnership to a limited liability company (the “Conversion”), pursuant to a Certificate of Conversion and a Certificate of Formation (the “Certificate”) filed with the Secretary of State of the State of Delaware on February 26, 2019 and effective as of February 26, 2019, in accordance with the provisions of the Delaware Limited Liability Company Act (Title 6 of the Delaware Code, Section 18-101, et seq.) (and any successor statute, as amended from time to time, the “Act”);

WHEREAS, as of the date hereof, TransMontaigne GP L.L.C., a Delaware company and the general partner of the Partnership, will be merged with and into the Company, with the Company surviving the merger;

WHEREAS, pursuant to the Conversion, all of the issued and outstanding common units of the Partnership converted into membership interests of the Company, and the Managing Member, who held all of the issued and outstanding interests of the Partnership now holds all of the membership interests of the Company and is the sole member of the Company; and

WHEREAS, the Managing Member desires to set forth herein its statements regarding the manner in which such limited liability company shall be governed and operated.

NOW, THEREFORE, the undersigned, intending to be legally bound hereby, certifies and covenants the following:

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

1.1 Definitions. The following terms have the definitions hereinafter indicated whenever used in this Agreement with initial capital letters.

“Act” has the meaning set forth in the recitals of this Agreement.

“Agreement” means this Limited Liability Company Agreement, as amended from time to time in accordance with its terms and the applicable provisions of the Act.

“Available Cash” means, with respect to any Quarter ending prior to the dissolution of the Company pursuant to Article IX:

(a) the sum of (i) all cash and cash equivalents of the Company Group on hand at the end of such Quarter, and (ii) if the Managing Member so determines, all or any portion of any additional cash or cash equivalents of the Company Group on hand on the date of determination of Available Cash with respect to such Quarter; *less*

(b) the amount of any cash reserves established by the Managing Member to (i) provide for the proper conduct of the business of the Company Group (including reserves for future capital expenditures and for anticipated future credit needs of the Company Group) subsequent to such Quarter and (ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Person of the Company Group is a party or by which it is bound or its assets are subject.

Notwithstanding the foregoing, “Available Cash” with respect to the Quarter in which the dissolution of the Company occurs pursuant to Article IX and any subsequent Quarter shall equal zero.

“Certificate” has the meaning set forth in the recitals of this Agreement.

“Claim” has the meaning set forth in Section 7.4.

“Company” has the meaning set forth in the preamble of this Agreement.

“Company Group” means the Company and its Subsidiaries treated as a single consolidated entity.

“Covered Person” has the meaning set forth in Section 7.1.

“Liquidating Trustee” means the Managing Member or such other Person appointed by the Managing Member to serve as the liquidating trustee of the Company.

“Losses” has the meaning set forth in Section 7.4.

“Managing Member” has the meaning set forth in the preamble of this Agreement.

“Membership Interest” means the limited liability company interest in the Company having all rights and obligations (economic and otherwise) to which a holder thereof may be entitled pursuant to this Agreement and the Act.

“Person” means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, or other organization or entity, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity, or any government or agency or political subdivision thereof.

“Quarter” means, unless the context requires otherwise, a fiscal quarter of the Company, or, with respect to the first fiscal quarter of the Company after the date hereof, the portion of such fiscal quarter after the date hereof.

“Subsidiary” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

1.2 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

1.3 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

1.4 Conflicts. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act or any provision of the Certificate, the Act and the Certificate, in that order of priority, shall control.

ARTICLE II. ORGANIZATIONAL MATTERS

2.1 Name. The name of the Company is “TransMontaigne Partners LLC”.

2.2 Principal Place of Business. The principal place of business of the Company shall be 1670 Broadway, Suite 3100, Denver, Colorado, 80202, or such other place as the Managing Member may from time to time designate.

2.3 Registered Office and Registered Agent. The initial registered agent of the Company is COGENCY GLOBAL INC. and the initial registered office of the Company shall be at 850 New Burton Road, Suite 201, Dover, Delaware, 19904. The Managing Member may change the registered office and registered agent from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of the State of Delaware pursuant to the Act.

2.4 Term. The term of the Company commenced upon the effectiveness of the Certificate with the Secretary of State of the State of Delaware, and shall continue indefinitely, unless earlier dissolved in accordance with Section 9.1.

2.5 Tax Status. Until such time that additional members are admitted to the Company in accordance with Section 4.2, the Managing Member intends that the Company shall be treated as a disregarded entity for all federal and state income tax purposes, rather than an association taxable as a corporation. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

ARTICLE III.
BUSINESS OF COMPANY

The business of the Company shall be to engage in any lawful act or activities for which limited liability companies may be formed pursuant to the Act and any lawful act or activity necessary, appropriate or advisable therefor or incidental thereto.

ARTICLE IV.
MEMBERS AND CAPITAL CONTRIBUTIONS

4.1 Member. The name and address of the Managing Member is TLP Finance Holdings, LLC, c/o ArcLight Capital Partners, LLC, 200 Clarendon Street, 55th Floor, Boston MA 02116. The Managing Member owns 100% of the Membership Interest, and there are no other members of the Company.

4.2 Additional Members. One or more additional members may be admitted to the Company with the consent of the Managing Member. Concurrently with the admission of any such additional members to the Company, the Managing Member shall amend this Agreement to make such changes as the Managing Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a joinder or counterpart to this Agreement (as amended in accordance with the immediately preceding sentence), as necessary, appropriate or advisable.

4.3 Member's Capital Contributions. The Managing Member shall make capital contributions (in cash or in kind) at such times and in such amounts as determined by the Managing Member. The capital contributions of the Managing Member shall be reflected in the books and records of the Company.

4.4 Certificates. Unless otherwise determined by the Managing Member, the Company shall not issue any certificates to evidence ownership of the Membership Interest (or any portion thereof).

4.5 Withdrawal of the Managing Member. The Managing Member shall be entitled to voluntarily withdraw from the Company. Upon such withdrawal, if no other member of the Company exists, then the Company shall dissolve in accordance with the provisions of Article IX.

ARTICLE V.
DISTRIBUTIONS

5.1 Distributions. Subject to the applicable provisions of any loan or similar agreements to which the Company may be a party from time to time, and except as prohibited by applicable law (including the Act), each distribution of cash or other assets of the Company shall be made to the Managing Member at such times and in such amounts as determined by the Managing Member; provided, that such distributions of cash shall only be made from Available Cash. Notwithstanding this Section 5.1, upon dissolution of the Company provided in Section 9.1, all distributions occurring thereafter shall be made in accordance with Section 9.3.

ARTICLE VI.
MANAGEMENT

6.1 Management. The business and affairs of the Company shall be managed by the Managing Member. The Managing Member shall have complete authority, power and discretion to manage and control the business, affairs and assets of the Company, to make all decisions with respect thereto and to perform or undertake any and all other acts or activities necessary, appropriate or advisable for, or incidental to, the management or control of the business, affairs or assets of the Company, including delegating any of its authority to any Officer (as defined below) pursuant to and in accordance with Section 6.2, and to do any and all other acts and things necessary, appropriate or advisable to effectuate the purposes of this Agreement. The Managing Member shall be deemed a “manager” within the meaning of the Act. Any action taken by the Managing Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Managing Member as set forth in this Agreement.

6.2 Officers.

(a) The Managing Member may, from time to time, designate one or more officers to act for and on behalf of the Company with such authority as may be delegated to such officers by the Managing Member (each such designated individual, an “Officer”), each of whom shall serve as an Officer until his or her death, resignation, removal or disqualification or until his or her replacement is designated in accordance with clause (e) of this Section 6.2. The Officers may consist of a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and any other titles as may be designated by the Managing Member. Any number of offices may be held by the same individual.

(b) The initial Officers, and their respective titles, as of the date hereof, are set forth on Exhibit A. The Managing Member may appoint such additional Officers as may be necessary, appropriate or advisable for the business of the Company, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement or as the Managing Member may from time to time determine.

(c) Any action taken by an Officer designated by the Managing Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. The

Managing Member hereby authorizes Officers to bind the Company and enter into agreements for and on behalf of the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer designated in accordance with this Agreement and any written instrument executed by the Managing Member designating such Officer and/or delegating authority to such Officer.

(d) Any Officer may be removed at any time, with or without cause, by the Managing Member. Any Officer may resign at any time by giving written notice to the Managing Member. Any resignation shall take effect upon receipt of such notice or at such later time as may be specified therein, and the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the Officer is a party.

(e) A vacancy in any office of the Company because of death, resignation, removal or disqualification or other cause shall be filled by the Managing Member.

6.3 Other Agents. Unless expressly authorized to do so by this Agreement or the Managing Member, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, including to pledge its credit or assume any liability or undertake any other obligation for any purpose.

6.4 No Exclusive Duty to Company. The Managing Member and each Officer shall not be required to tend to the business and affairs of the Company as such Person's sole and exclusive function. The Managing Member and any Officer may have other business interests and may engage in other activities in addition to those relating to the Company. The Company shall not have any right, by virtue of this Agreement, to share or participate in investments or activities of the Managing Member or Officer or to the income or proceeds derived therefrom (unless such investments or activities are conducted in such Person's capacity as a member or manager of the Company or an Officer).

6.5 Bank Accounts. The Managing Member or any Officer may from time to time open bank accounts in the name of the Company.

6.6 Expenses. The Managing Member shall be reimbursed for all direct out-of-pocket costs incurred in connection with the formation of the Company and all other reasonable expenses incurred for or on behalf of the Company.

ARTICLE VII. LIMITATIONS ON LIABILITY AND INDEMNITY

7.1 Limitation on Liability. To the fullest extent permitted by applicable law (including the Act), none of the Managing Member (in each of its capacities as a member and a manager of the Company), any officer, director, manager, shareholder, partner, member, affiliate, controlling Person, employee, agent or other representative of the Managing Member (or any affiliate of the foregoing), or any Officer, employee, agent or other representative of the Company (any such Person, a "Covered Person") shall be liable in any way to the Company or the Managing Member for any act or omission taken or omitted pursuant to this Agreement or in

good faith reliance on the provisions of this Agreement unless such act or omission was taken or omitted fraudulently or constituted gross negligence or willful misconduct.

7.2 Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person, and the Managing Member hereby waives any and all fiduciary duties that, absent such waiver, may be implied by applicable law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Managing Member to replace such other duties and liabilities of such Covered Person. Without limiting the foregoing, whenever in this Agreement the Managing Member (in each of its capacities as a member and a manager of the Company) is permitted or required to make a decision or determination, the Managing Member shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person.

7.3 No Liability for Company Obligations. Except as otherwise required by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Managing Member (in each of its capacities as a member and a manager of the Company) shall have no personal liability for any such debts obligations, or liabilities of the Company solely by reason of being a member of the Company or participating in the management of the Company.

7.4 Indemnification. To the fullest extent permitted by applicable law (including the Act), each of Covered Person shall be indemnified and held harmless by the Company from and against any and all losses, damages, judgments, liabilities, obligations, fines, penalties, deficiencies, settlements and reasonable costs and expenses (including attorneys' fees) ("Losses") arising from any and all litigations, claims, demands, actions, suits, challenges, inquiries, arbitrations, mediations or other proceedings, whether civil, criminal, administrative, investigative, arbitral or appellate, in law or at equity (each a "Claim"), in which such Covered Person may be involved, or threatened to be involved, as a party or otherwise, as a result of any act or omission in connection with the Company's business (in furtherance of its interest in the Company, any transaction, any investment or otherwise arising out of or in connection with the affairs of the Company), regardless of whether such Covered Person is or continues to be a member, manager, Officer, employee or agent of the Company at the time that such Losses are paid or incurred, unless the act or omission giving rise to the Company's indemnification obligation hereunder was taken or omitted fraudulently or constituted gross negligence or willful misconduct; provided; however, that any indemnification under this Section 7.4 shall be provided out of and to the extent of the Company assets only and shall not result in any liability of the Managing Member in excess of its total capital contributions, nor result in any liability of the Managing Member to any third party. Notwithstanding anything in this Article VII to the contrary, the Company shall have no indemnification obligation to any Covered Person with respect to any Claim initiated or brought voluntarily by such Covered Person and not by way of defense.

7.5 Insurance; Expense Advancement. The Managing Member may, but shall not be obligated to, cause the Company to purchase and maintain insurance for and on behalf of the Managing Member and Officers and such other Persons as the Managing Member may determine against any liability that may be asserted against any such Person or expense that may be incurred by any such Person in connection with the Company's activities. The Company may, as determined by the Managing Member, advance expenses to the extent reasonably incurred by any Covered Person in defending any Claim with respect to which such Covered Person may be entitled to indemnification hereunder upon receipt of an undertaking by or on behalf of such Covered Person to repay such expenses if it is ultimately determined that such Covered Person is not entitled to indemnification hereunder.

7.6 Priority. Each Covered Person may have certain rights to indemnification or advancement of expenses provided by or on behalf of the Managing Member or its affiliates (collectively, the "Member Indemnitors"). Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by applicable law: (a) the Company shall be the indemnitor of first resort (*i.e.*, the Company's obligations to each Covered Person are primary and any obligation of the Member Indemnitors to provide indemnification or advancement of expenses for the same Losses incurred by each Covered Person are secondary), (b) the Company shall advance the full amount of expenses incurred by each Covered Person and shall be liable for the full amount of Losses to the extent legally permitted and as required by this Agreement, without regard to any rights each Covered Person may have against the Member Indemnitors, and (c) the Company and the Managing Member irrevocably waive, relinquish and release the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything herein to the contrary, to the fullest extent permitted by applicable law, no advancement or payment by the Member Indemnitors for or on behalf of any Covered Person with respect to any Claim for which such Covered Person has sought indemnification or advancement of expenses from the Company will affect the foregoing and the Member Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Covered Person against the Company. The Member Indemnitors are express intended third party beneficiaries of the terms of this Section 7.6.

ARTICLE VIII. TRANSFERABILITY

8.1 Transfers Generally. The Managing Member may transfer (including by sale, encumbrance, assignment or other disposition) all of its Membership Interest (or any portion thereof) with the prior written consent of the Company. A transferee of such Membership Interest (or such portion thereof) shall be admitted to the Company as a member effective upon the later of (a) the due execution of a joinder or counterpart to this Agreement (as amended in accordance with Section 4.2) and (b) the transfer of such Membership Interest (or such portion thereof) to such transferee.

8.2 Transfer of the Entire Membership Interest. Upon a transfer by the Managing Member of all (but not any portion) of its Membership Interest and following the admission of the transferee to the Company in accordance herewith, such transferring Managing Member shall

cease to be the Managing Member, and the transferee shall become the Managing Member and have all rights and obligations of the Managing Member set forth herein.

ARTICLE IX.
DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) pursuant to any requirement of the Act; or
- (b) by the written statement of the Managing Member.

9.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by the Act.

9.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution of the Company, no further business shall be conducted except for the taking of such action as shall be necessary for the winding up of the affairs of the Company in an orderly manner (including the distribution of its assets to the Managing Member) pursuant to the provisions of this Section 9.3 and the Act. The Managing Member shall act as the Liquidating Trustee, or, if the Managing Member is unable to act as Liquidating Trustee, the Managing Member shall appoint a Liquidating Trustee. The Liquidating Trustee shall have full authority to wind up the affairs of the Company and to make distributions as provided herein.

(b) Upon dissolution of the Company, the Liquidating Trustee shall either sell the assets of the Company at the best price available, or the Liquidating Trustee may distribute to the Managing Member all or any portion of the Company's assets in kind.

(c) All assets of the Company shall be applied and distributed by the Liquidating Trustee in the following order:

(i) first, to the creditors of the Company, to the extent otherwise permitted by applicable law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) second, to setting up the reserves that the Liquidating Trustee may deem reasonably necessary, appropriate or advisable for contingent or unforeseen liabilities or obligations of the Company; and

(iii) third, to the Managing Member.

9.4 Certificate of Cancellation. Upon completion of the winding up of the affairs of the Company, the Managing Member shall file a duly executed certificate of cancellation with the Secretary of State of the State of Delaware in accordance with the Act.

ARTICLE X.
MISCELLANEOUS PROVISIONS

- 10.1 Application of Delaware Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware.
- 10.2 Amendments. Any amendment to this Agreement shall be made in a writing signed by the Managing Member.
- 10.3 Severability. If any provision of this Agreement or the application thereof to any circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by applicable law.
- 10.4 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

[Signature page follows.]

IN WITNESS WHEREOF, the Managing Member has executed this Agreement as of the date first written above.

TLP FINANCE HOLDINGS, LLC

By: /s/ Daniel R. Revers
Name: Daniel R. Revers
Title:

[Signature Page to Limited Liability Company Agreement]

Officers

Name	Office
Frederick W. Boutin	Chief Executive Officer
Mark S. Huff	President
James F. Dugan	Executive Vice President, Chief Operating Officer
Robert T. Fuller	Executive Vice President, Chief Financial Officer & Treasurer
Michael A. Hammell	Executive Vice President, General Counsel & Secretary
Shawn L. Mongold	Senior Vice President
Lisa M. Kearney	Vice President, Chief Accounting Officer
Dudley Tarlton	Vice President
Edward J. Luebke	Vice President
Matthew B. White	Vice President, Assistant Secretary
Derek Welch	Vice President
Steve McNelly	Vice President
Robert Clark	Vice President, Tax

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:14 PM 02/26/2019
FILED 03:14 PM 02/26/2019
SR 20191429195 - File Number 3898774

CERTIFICATE OF MERGER

MERGING

TRANSMONTAIGNE GP L.L.C.
a Delaware limited liability company

WITH AND INTO

TRANSMONTAIGNE PARTNERS LLC
a Delaware limited liability company

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned hereby certifies the following as of February 26, 2019:

FIRST: The name of the surviving limited liability company is TransMontaigne Partners LLC.

SECOND: The name of the limited liability company being merged with and into the surviving limited liability company is TransMontaigne GP L.L.C.

THIRD: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

FOURTH: The Agreement and Plan of Merger is on file at 1670 Broadway, Suite 3100, Denver, Colorado, 80202, the place of business of the surviving limited liability company.

FIFTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company.

SIXTH: This Certificate of Merger shall become effective at the time this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, said surviving limited liability company has caused this certificate to be signed by an authorized officer as of the date first set forth above.

TRANSMONTAIGNE PARTNERS LLC

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

[Signature Page to Certificate of Merger]

**SECOND AMENDMENT TO THIRD AMENDED AND RESTATED
SENIOR SECURED CREDIT FACILITY**

THIS SECOND AMENDMENT TO THIRD AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY (this "Agreement") is dated as of February 26, 2019, 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 Third Amended and Restated Senior Secured Credit Facility dated as of March 13, 2017, as amended by that certain First Amendment to Third Amended and Restated Senior Secured Credit Facility dated as of December 14, 2017 (as further amended, restated, modified, or supplemented from time to time, the "Credit Agreement");

WHEREAS, on November 25, 2018, TransMontaigne Partners L.P. ("Partners"), TransMontaigne GP L.L.C. ("General Partner"), TLP Finance Holdings, LLC ("TLP Finance"), TLP Acquisition Holdings, LLC ("TLP Holdings"), and, among others, TLP Merger Sub, LLC signed that certain Agreement and Plan of Merger pursuant to which TLP Finance agreed to acquire one hundred percent (100%) of the issued and outstanding common units representing limited partnership interests of Partners ("Common Units") that it and its Affiliates do not already own (such transaction, the "Acquisition"). Immediately upon consummation of the Acquisition (the "Acquisition Effective Time"), and as a result thereof, (i) each of Partners' general partner units issued and outstanding immediately prior to the Acquisition Effective Time will be converted into (a) one Common Unit, and (b) in aggregate, a non-economic general partner interest in Partners, (ii) each of Partners' incentive distribution rights issued and outstanding immediately prior to the Acquisition Effective Time will be converted into 100 Common Units, (iii) General Partner shall distribute its Common Units in Partners to TLP Holdings (the "Transferred GP Units"), and TLP Holdings shall contribute the Transferred GP Units to TLP Finance, (iv) Partners shall convert into a Delaware limited liability company pursuant to Section 17-219 of the Delaware Limited Partnership Act and shall change its name to TransMontaigne Partners LLC (the "Conversion"), and all Common Units owned by TLP Finance shall be converted into limited liability company interests, (v) the non-economic interest in Partners owned by General Partner shall be automatically cancelled and cease to exist, and General Partner shall be dissolved, and (vi) TransMontaigne Partners LLC shall be 100% owned by TLP Finance (the transactions described in the foregoing clauses (i) through (iv), collectively with the Acquisition, the "Transaction");

WHEREAS, the Borrower has requested that the Agent and the Lenders party hereto (constituting Required Lenders) modify certain provisions of the Credit Agreement to account for the consummation and effectiveness of the Transaction; and

WHEREAS, the Agent and the Required Lenders are willing to grant the requested modifications set forth herein, subject to the terms and conditions set forth herein.

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 Second Amendment Effective Date refer to the Credit Agreement as amended hereby. “Second Amendment Effective Date” means the date on which each of the conditions precedent set forth in Section 3 below has been satisfied.

2. Amendments to Credit Agreement. Upon the Second Amendment Effective Date and pursuant to Section 14.9 of the Credit Agreement:

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

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan Investor” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Parent” means TLP Finance Holdings, LLC, a Delaware limited liability company.

“Partners’ Operating Agreement” means that certain Limited Liability Company Agreement of Partners dated as of the Second Amendment Effective Date, as the same may be amended, restated, supplemented, or otherwise modified from time to time to the extent permitted herein.

“Partners’ Savings and Retention Plan” means the Amended and Restated TLP Management Services LLC Savings and Retention Plan, effective on or before the Second Amendment Effective Date, as amended from time to time and including any successor or replacement plans.

“Replacement Rate” has the meaning given to such term in Section 4.8(b).

“Second Amendment Effective Date” means the date on which each of the conditions precedent set forth in Section 3 of that certain Second Amendment to Third Amended and Restated Senior Secured Credit Facility dated as of February 26, 2019, by

and among the Borrower, each of the Lenders party thereto, and the Agent, has been satisfied.

(b) The below-listed definitions set forth in Section 1.1 of the Credit Agreement are each hereby amended and restated in their respective entirety as follows:

“ArcLight” means ArcLight Energy Partners Fund VI, L.P., a Delaware limited partnership.

“Change of Control” means the occurrence of any of the following:

(a) (i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) (other than ArcLight or any of its direct or indirect wholly-owned Subsidiaries (other than Partners or any Subsidiary of Partners)) of Capital Stock representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of Partners; or (ii) at any time when the majority of the seats (other than vacant seats) on the board of directors (or comparable governing body) of Partners are occupied by Persons who were neither (1) nominated by the board of directors (or comparable governing body) of Partners nor (2) appointed by directors (or comparable Persons) so nominated;

(b) Partners shall cease to Control the Borrower or the Operating GP, or own at least 75% of the limited partner interests in the Borrower and 75% of the Capital Stock of Operating GP; or

(c) Operating GP shall cease to own all of the general partner interests in the Borrower.

“Indemnity Agreement” means that certain Indemnification Agreement, dated December 31, 2007, among TransMontaigne LLC, Partners, TransMontaigne GP L.L.C., Operating GP and the Borrower.

“London Interbank Offered Rate” means, subject to the implementation of a Replacement Rate in accordance with Section 4.8(b), with respect to any Eurodollar Loan for the Interest Period applicable thereto, the rate of interest per annum determined by Agent (rounded upwards, if necessary, to the nearest 1/100 of 1%) as published by the ICE Benchmark Administration Limited, a United Kingdom company, or a comparable or successor quoting service approved by the Agent, as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) two (2) Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period (or if not so reported, then as determined by Agent from another recognized source or interbank quotation). Notwithstanding the foregoing, (x) in no event shall the London Interbank Offered Rate (including, without limitation, any Replacement Rate with respect thereto) be less than 0% and (y) unless otherwise specified in any amendment to this Agreement entered into in accordance with Section 4.8(b), in the event that a Replacement Rate with respect to the London Interbank Offered Rate is

implemented, then all references herein to the London Interbank Offered Rate shall be deemed references to such Replacement Rate.

“Omnibus Agreement” means that certain Fourth Amended and Restated Omnibus Agreement among TLP Management Services LLC, Partners, the Operating GP and the Borrower, dated February 26, 2019, as the same may be further amended, restated, supplemented, or otherwise modified from time to time to the extent any such amendment, supplement or modification does not constitute a breach of Section 9.16.

“Partners” means TransMontaigne Partners LLC, a Delaware limited liability company.

“Permitted Line of Business” means, with respect to a given Person, lines of business engaged in by such Person and its Subsidiaries such that such Person and its Subsidiaries, taken as a whole, are substantially engaged in business that constitutes, or is related to, the business of storage, processing, marketing, terminaling, and/or transportation of natural gas, natural gas liquids, oil, or products thereof or related thereto.

“Permitted Restricted Payment” means (a) so long as no Triggering Event has occurred, any dividend or distribution by Partners of “Available Cash” to the members of Partners, as “Available Cash” is defined and calculated in Partners’ Operating Agreement and only to the extent permitted by such operating agreement, and any corresponding dividend or distribution by the Borrower to Partners to enable it to make such dividend or distribution, (b) so long as no Triggering Event has occurred, any repurchase by Partners of its membership units, in an aggregate amount not to exceed \$10,000,000 (whether pursuant to Partners’ Savings and Retention Plan, Long Term Incentive Plan or otherwise) from and after the Closing Date, (c) other Restricted Payments made to Partners that are necessary to enable Partners to pay its expenses incurred in the ordinary course of business, including payments pursuant to the Omnibus Agreement, professional expenses, directors fees, transactional expenses incurred in connection with a Permitted Acquisition, and (d) payments with respect to Subordinated Indebtedness so long as such payment is expressly permitted under the terms of the Subordination Agreement with respect to such Subordinated Indebtedness and no Default or Event of Default exists at the time of such payment or would result therefrom.

(c) The definition of “Affiliate” in Section 1.1 of the Credit Agreement is hereby amended by deleting the text “, the General Partner”.

(d) The definition of “General Partner” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

(e) The definition of “Partners’ Partnership Agreement” in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

(f) The definition of “Permitted Indebtedness” in Section 1.1 of the Credit Agreement is hereby amended by amending and restating clause (c) thereof in its entirety as follows:

“(c) unsecured Indebtedness owing to Parent and its Subsidiaries (other than Partners or any Subsidiary of Partners) in the form of loans and advances, provided that (i) the aggregate amount of such Indebtedness outstanding at any one time shall not exceed \$10,000,000 and (ii) at the time of incurring such Indebtedness no Default or Event of Default exists or would arise therefrom;”

(g) The definition of “Permitted Investments” in Section 1.1 of the Credit Agreement is hereby amended by amending and restating clause (e) thereof in its entirety as follows:

“(e) Investments in (i) the Credit Parties; (ii) newly created direct or indirect Domestic Subsidiaries (other than Unrestricted Subsidiaries) of Partners, and newly created direct or indirect Foreign Subsidiaries of Partners, provided that (A) the applicable requirements of Section 7.15 are satisfied (such that, as to any Domestic Subsidiary, such Domestic Subsidiary becomes a Credit Party), and (B) the aggregate amount of Investments in Foreign Subsidiaries made after the Closing Date shall not exceed \$5,000,000 at any time; and (iii) Parent and its Subsidiaries (other than Partners or any Subsidiary of Partners) in the form of loans and advances, provided that (A) the aggregate amount of such Investments outstanding at any one time shall not exceed \$10,000,000 and (B) at the time of making any such Investment no Default or Event of Default exists or would arise therefrom;”

(h) A new Section 1.3 is hereby inserted into the Credit Agreement as follows:

“1.3 Interest Rates; LIBOR Notification. The interest rate on Eurodollar Loans is determined by reference to the London Interbank Offered Rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administrator (together with any successor to the ICE Benchmark Administrator, the “IBA”) for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate is no longer available or in certain other circumstances as set forth in Section 4.8(b) of this Agreement, such Section 4.8(b) provides a mechanism for determining an alternative rate of interest. The Agent will notify the Borrower, pursuant to Section 4.8, in advance of any change to the reference rate upon which the interest rate on Eurodollar Loans is based. However, the Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the

administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of “London Interbank Offered Rate” or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate, as it may or may not be adjusted pursuant to Section 4.8(b), will be similar to, or produce the same value or economic equivalence of, the London Interbank Offered Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.”

(i) A new Section 1.4 is hereby inserted into the Credit Agreement as follows:

“1.4 Treatment of LLC Division. Any restriction, condition or prohibition applicable to a merger, consolidation, amalgamation, assignment, sale or transfer, or similar term set forth in the Credit Documents shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability companies, including any “Division” or other process or action permitted under Section 18-217 of Title 6 of the Delaware Code, as if it were a merger, consolidation, amalgamation, assignment, sale or transfer, or similar term, as applicable. Any reference in any Credit Document to a merger, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability companies (or the unwinding of such a division or allocation), as if it were a merger, consolidation, amalgamation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person under the Credit Documents (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).”

(j) Section 4.8 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“4.8 Inability To Determine Interest Rate.

(a) If prior to the first day of any Interest Period, (i) the Agent shall have determined (which determination shall be conclusive and binding upon the Borrower absent manifest error) that adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, (ii) the Agent has received notice from the Required Lenders that the Eurodollar Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Eurodollar Loans during such Interest Period, or (iii) the Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that Dollar deposits in the principal amounts of the Eurodollar Loans to which such Interest Period is to be applicable are not generally available in the London interbank market, the Agent

shall give e-mail or telephonic notice thereof to the Borrower and the Lenders as soon as practicable thereafter, and will also give prompt written notice to the Borrower when such conditions no longer exist. If such notice is given (x) any Eurodollar Loans requested to be made on the first day of such Interest Period shall be made as Base Rate Loans, (y) any Loans that were to have been converted on the first day of such Interest Period to or continued as Eurodollar Loans shall be converted to or continued as Base Rate Loans and (z) each outstanding Eurodollar Loan shall be converted, on the last day of the then-current Interest Period thereof, to Base Rate Loans. Until such notice has been withdrawn by the Agent, no further Eurodollar Loans shall be made or continued as such, nor shall the Borrower have the right to convert Base Rate Loans to Eurodollar Loans.

(b) Notwithstanding anything to the contrary in Section 4.8(a) above, if the Agent has made the determination (such determination to be conclusive absent manifest error) that (i) the circumstances described in Section 4.8(a)(i) or (a)(iii) have arisen and that such circumstances are unlikely to be temporary, (ii) any applicable interest rate specified herein is no longer a widely recognized benchmark rate for newly originated loans in the syndicated loan market in the applicable currency or (iii) the applicable supervisor or administrator (if any) of any applicable interest rate specified herein or any Governmental Authority having, or purporting to have, jurisdiction over the Agent has made a public statement identifying a specific date after which any applicable interest rate specified herein shall no longer be used for determining interest rates for loans in the U.S. syndicated loan market, then the Agent and the Borrower may, to the extent practicable (as determined by the Agent to be generally in accordance with similar situations in other transactions in which it is serving as administrative agent or otherwise consistent with market practice generally), establish a replacement interest rate (the "Replacement Rate"), in which case, the Replacement Rate shall, subject to the next two sentences, replace such applicable interest rate for all purposes under the Credit Documents unless and until (A) an event described in Section 4.8(a)(i), (a)(iii), (b)(i), (b)(ii) or (b)(iii) occurs with respect to the Replacement Rate or (B) the Required Lenders (directly, or through the Agent) notify the Borrower that the Replacement Rate does not adequately and fairly reflect the cost to the Lenders of funding the Loans bearing interest at the Replacement Rate. In connection with the establishment and application of the Replacement Rate, this Agreement and the other Credit Documents shall be amended solely with the consent of the Agent and the Borrower, as may be necessary or appropriate, in the opinion of the Agent, to effect the provisions of this Section 4.8(b). Notwithstanding anything to the contrary in this Agreement or the other Credit Documents (including, without limitation, Section 14.9), such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Agent shall not have received, within five (5) Business Days of the delivery of such amendment to the Lenders, written notices from such Lenders that in the aggregate constitute Required Lenders, with each such notice stating that such Lender objects to such amendment. To the extent the Replacement Rate is approved by the Agent and the Borrower in

connection with this clause (b), the Replacement Rate shall be applied in a manner consistent with market practice; provided that, in each case, to the extent such market practice is not administratively feasible for the Agent, such Replacement Rate shall be applied as otherwise reasonably determined by the Agent (it being understood that any such modification by the Agent shall not require the consent of, or consultation with, any of the Lenders).

(k) A new Section 6.34 is hereby inserted into the Credit Agreement as follows:

“6.34 Beneficial Ownership. As of the Second Amendment Effective Date, the information included in the Beneficial Ownership Certification is true and correct.”

(l) Section 7.1 of the Credit Agreement is hereby amended as follows:

(i) amending and restating subclause (e) thereof in its entirety as follows:

“(e) as soon as practicable but, in any event, within ten (10) Business Days after the issuance thereof, to the extent not electronically filed and publicly available, copies of all regular and periodic reports which Partners may be required to file with the Securities and Exchange Commission or any similar or corresponding governmental commission, department or agency substituted therefor, or any similar or corresponding Governmental Authority;”

(ii) amending and restating subclause (h) thereof in its entirety as follows:

“(h) with reasonable promptness, such other data, information or documentation as the Agent may reasonably request.”

(m) A new Section 7.23 is hereby inserted into the Credit Agreement as follows:

“7.23 Beneficial Ownership. Each Credit Party agrees that if it learns of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein, it will promptly, but in any event within forty-five (45) days, notify the Agent thereof.”

(n) Section 9.3 of the Credit Agreement is hereby amended by replacing the words “the Board of Directors of the General Partner” in clauses (e), (g) and (h) thereof with “the board of directors (or comparable governing body) of Partners”.

(o) Section 9.8 of the Credit Agreement is hereby amended by (i) inserting the text “,” immediately following the text “fees to” in the third line thereof, and (ii) replacing the words “the Board of Directors of the General Partner” in clause (h) thereof with “the board of directors (or comparable governing body) of Partners”.

(p) Section 9.13 of the Credit Agreement is hereby amended by (i) replacing the words “the Board of Directors of the General Partner” in clause (a) thereof with “the board of directors (or comparable governing body) of Partners”, (ii) replacing the parenthetical “(2)” in the ninth line thereof with “(b)”, and (iii) replacing the parenthetical “(3)” in the eleventh line thereof with “(c)”.

(q) A new Section 11.5 is hereby inserted into the Credit Agreement as follows:

“11.5 Equity Cure. Notwithstanding anything to the contrary contained in Section 11.1, for purposes of determining whether an Event of Default has occurred under any financial covenant set forth in Article VIII, any cash equity contribution (in the form of common equity or other equity having terms reasonably acceptable to the Agent) made to Partners (and immediately contributed to the Borrower as cash common equity) on or prior to the date that is 10 Business Days after the date on which financial statements are required to be delivered for such fiscal quarter (the “Cure Expiration Date”) will, at the request of the Borrower, be included in the calculation of Consolidated EBITDA solely for the purposes of determining compliance with the financial covenants set forth in Article VIII at the end of such fiscal quarter and any subsequent period that includes such fiscal quarter (any such equity contribution, a “Specified Equity Contribution”); provided that (a) the Borrower shall not be permitted to so request that a Specified Equity Contribution be included in the calculation of Consolidated EBITDA with respect to any fiscal quarter unless, after giving effect to such requested Specified Equity Contribution, (i) in any four consecutive fiscal quarters, there shall be at least two fiscal quarters in respect of which no Specified Equity Contribution is made and (ii) no more than four Specified Equity Contributions will be made in the aggregate over the life of this Agreement, (b) the amount of any Specified Equity Contribution will be no greater than the amount required to cause the Borrower to be in compliance with the financial covenants set forth in Article VIII for the relevant fiscal quarter, and (c) all Specified Equity Contributions will be disregarded for all other purposes under the Credit Documents (including calculating Consolidated EBITDA for purposes of determining basket levels, Applicable Percentage and other items governed by reference to Consolidated EBITDA). To the extent that the proceeds of the Specified Equity Contribution are used to repay Indebtedness, such Indebtedness shall not be deemed to have been repaid for purposes of calculating any financial covenant set forth in Article VIII for the fiscal quarter in respect of which such Specified Equity Contribution is made and the next three fiscal quarters thereafter. If the Borrower has notified the Agent that it intends to exercise the cure right contemplated by this Section 11.5, and the cure right is otherwise available to the Borrower in accordance with the provisions of this Section 11.5, then until the earlier of (i) the date on which such cure right is exercised and (ii) passage of the Cure Expiration Date without the requisite Specified Equity Contribution having been made in compliance with this Section, neither the Agent nor any Lender shall exercise the right to accelerate the Loans or terminate the Commitments and none of the Agent, any Lender or any Secured Party shall exercise any right to

foreclose on or take possession of the Collateral on the basis of an Event of Default having occurred and continuing under Article VIII.”

(r) Section 14.9 of the Credit Agreement is hereby amended by amending and restating the first sentence of the proviso immediately following clause (i) thereof in its entirety as follows:

“provided further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Issuing Bank in addition to the Lenders required above, affect the rights or duties of the Issuing Bank under this Credit Agreement or any Letter of Credit Application relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Loan Lender in addition to the Lenders required above, affect the rights or duties of the Swing Loan Lender under this Credit Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Agent in addition to the Lenders required above, affect the rights or duties of the Agent under this Credit Agreement or any other Credit Document; (iv) the Engagement Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto, (v) the consent of the Borrower shall not be required for any amendment, modification or waiver of the provisions of Article XIII (other than the provisions of Section 13.9), (vi) the Agent and the Borrower shall be permitted to amend any provision of the Credit Documents (and such amendment shall become effective without any further action or consent of any other party to any Credit Document) if the Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature in any such provision, and (vii) the Agent and the Borrower may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Credit Documents or enter into additional Credit Documents as the Agent reasonably deems appropriate in order to implement any Replacement Rate or otherwise effectuate the terms of Section 4.8(b) in accordance with the terms of Section 4.8(b).”

(s) Section 14.24 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“14.24 USA Patriot Act; Anti-Money Laundering Laws; Beneficial Ownership Regulation. The Agent and each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act or any other Anti-Corruption Laws or Anti-Money Laundering Laws or the Beneficial Ownership Regulation, each of them is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the USA Patriot Act or such Anti-Money Laundering Laws or such Beneficial Ownership Regulation.”

(t) A new Section 14.26 is hereby inserted into the Credit Agreement as follows:

“14.26 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agent, the Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans Investors in connection with the Loans, the Letters of Credit or the Commitments;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y)

covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agent, the Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that none of the Agent, the Lead Arrangers nor any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Agent under this Agreement, any Credit Document or any documents related hereto or thereto).”

3. 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, and the Agent;
 - (ii) counterparts of the Consent and Reaffirmation of the Guarantors attached hereto duly executed by each of the Guarantors;
 - (iii) a duly executed loan certificate for TransMontaigne Partners LLC, dated as of the Second 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 of Formation of such Person and Partners’ Operating Agreement as in effect on the Second Amendment Effective Date, (B) a good standing certificate for such Person certified as of a recent date by the appropriate Governmental Authorities of the state or other jurisdiction of incorporation or organization and (C) a true, complete and correct copy of the resolutions of the board of directors, managers or similar governing body of such Person authorizing such Person to execute, deliver and perform this Agreement;
 - (iv) a duly executed certificate or certificates of TransMontaigne Partners LLC stating that (i) all governmental, shareholder and third party consents and approvals, if any, necessary in connection with respect to this Agreement and the transactions contemplated hereby have been obtained, (ii) no action, suit, investigation or proceeding is pending or threatened in any court or before any arbitrator or governmental instrumentality that purports to affect any Credit Party or any transaction contemplated hereby, if such action, suit, investigation or proceeding could reasonably be expected to have a Material Adverse Effect, and (iii) on the Second Amendment Effective Date, (A) no Default or Event of Default exists or will exist immediately after giving effect to the transactions contemplated hereby, (B) all representations and warranties contained herein and in the other Credit Documents are true and correct in all material respects, (C) all
-

documents and certificates delivered pursuant to this Section 3 are true and correct and in full force and effect as of the Second Amendment Effective Date, and (D) each of the conditions set forth in this Section 3 has been satisfied;

- (v) a debtor information amendment to the UCC financing statement filed against Partners in favor of the Agent and other filings for each appropriate jurisdiction as is necessary, in the Agent's reasonable discretion, to maintain perfection of the Agent's security interest in the Collateral; and
- (vi) legal opinions of counsel to the Credit Parties addressed to each Lender and the Agent and dated as of the Second 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 (including the fees of counsel to the extent invoiced at least one Business Day prior to the Second Amendment Effective Date) and in connection with this Agreement.

(c) the Agent and the Lenders shall have received, at least three Business Days prior to the Second Amendment Effective Date (i) all documentation and other information required by regulatory authorities under applicable "know your customer" and Anti-Money Laundering Laws, including, without limitation, the USA Patriot Act, and (ii) to the extent any Credit Party qualifies as a "legal entity customer" under 31 C.F.R. § 1010.230, a customary certification regarding beneficial ownership in relation to such Credit Party, in each case to the extent requested at least five Business Days prior to the Second Amendment Effective Date.

- (d) delivery of such documents, instruments, agreements, certificates, and information as the Agent shall have reasonably requested.

4. Limitation; Effect of Agreement. No provision of the Credit Agreement or any other Credit Document is amended or waived in any way other than as provided herein. 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 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 2 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.

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, as of the date hereof and the Second 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 Second 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). This Agreement constitutes a Credit Document.

7. **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 Second 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.

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 and as of the Second Amendment Effective Date, with respect to the Credit Agreement and the other Credit Documents and the transactions contemplated thereby.

9. **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.

10. **Fax or Other Transmission.** Delivery by one or more parties hereto of an executed counterpart of this Agreement via e-mail, 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.

11. 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.

12. Recitals Incorporated Herein. The preamble and the recitals to this Agreement 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 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.

15. Governing Law; Jury Trial; Submission to Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York. Sections 14.2 and 14.3 of the Credit Agreement shall apply as if set forth in full herein modified *mutatis mutandis*.

[Signature Pages Follow]

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:	<u>/s/ Robert T. Fuller</u>
Name:	Robert T. Fuller
Title:	Executive Vice President, Chief Financial Officer and Treasurer

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

AGENT AND LENDERS:

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

By: /s/ Jacob L. Osterman
Name: Jacob L. Osterman
Title: Director

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: **Royal Bank of Canada,**
as a Lender

By: /s/ Emilee Scott
Name: Emilee Scott
Title: Authorized Signatory

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: CADENCE BANK, N.A.
as a Lender

By: /s/ David Anderson
Name: David Anderson
Title: Senior Vice President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: The Huntington National Bank,
as a Lender

By: /s/ Christopher Renyi

Name: Christopher Renyi

Title: Senior Vice President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

ABN AMRO CAPITAL USA LLC,
as a Lender

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

By: /s/ Anna C. Ferreira
Name: Anna C. Ferreira
Title: Vice-President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: COMERICA BANK,
as a Lender

By: /s/ Cassandra M. Lucas
Name: Cassandra M. Lucas
Title: Portfolio Manager

[If second signature block is necessary]

By: _____
Name:
Title:

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

BMO Harris Bank N.A.,
as a Lender

By:	<u>/s/ Matthew Davis</u>
Name:	Matthew Davis
Title:	Director

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

CITIZENS BANK, N.A.
as a Lender

By: /s/ Scott Donaldson
Name: Scott Donaldson
Title: Senior Vice President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: Citibank, N.A.

as a Lender

By:	<u>/s/ Thomas Benavides</u>
Name:	Thomas Benavides
Title:	Director

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: Compass Bank, NA,
as a Lender

By:	<u>/s/ Mark H. Wolf</u>
Name:	Mark H. Wolf
Title:	Senior Vice President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

CIT BANK, N.A.,
as a Lender

By: /s/ Stewart McLeod
Name: Stewart McLeod
Title: Director

[If second signature block is necessary]

By: _____
Name: _____
Title: _____

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: PNC Bank, National Association,
as a Lender

By:	<u>/s/ Stephen A. Monto</u>
Name:	Stephen Monto
Title:	SVP

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

MUFG UNION BANK, N.A,
as a Lender

By: /s/ Kevin Sparks

Name: Kevin Sparks

Title: Director

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Christopher Zybrick
Name: Christopher Zybrick
Title: Authorized Signatory

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: U.S. Bank National Association
as a Lender

By: /s/ John C. Lozano
Name: John C. Lozano
Title: Senior Vice President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: Bank of America, N.A.,
as a Lender

By: /s/ Kimberley Cole
Name: Kimberley Cole
Title: Associate

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: Zions Bancorporation, N.A. dba Amegy Bank,
as a Lender

By: /s/ Ronnie Causey

Name: Ronnie Causey

Title: SVP

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

SIGNATURE PAGE TO THE SECOND AMENDMENT TO THIRD
AMENDED AND RESTATED SENIOR SECURED CREDIT FACILITY,
DATED AS OF THE DATE HEREOF, AMONG TRANSMONTAIGNE
OPERATING COMPANY L.P., EACH LENDER PARTY HERETO AND
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
ADMINISTRATIVE AGENT

Name of Institution: BNP Paribas

as a Lender

By: /s/ Joseph Onischuk

Name: Joseph Onischuk

Title: Managing Director

[If second signature block is necessary]

By: /s/ Nicolas Anberree

Name: Nicolas Anberree

Title: Vice President

[TMP - Second Amendment to Third Amended and Restated Senior Secured Credit Facility]

CONSENT AND REAFFIRMATION

February 26, 2019

Each of the undersigned (i) acknowledges receipt of the foregoing Second Amendment to Third 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 Second Amended and Restated Full Recourse Guaranty Agreement, dated as of March 13, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty Agreement”), 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.

Each of the undersigned confirms and reaffirms, as of the date hereof, (a) its guarantee of the Obligations (including, without limitation, the increase in Revolving Credit Commitments) under the Guaranty Agreement, and (b) its grant of Liens on the Collateral to secure the Obligations (including, without limitation, the Obligations with respect to the increase in Revolving Credit Commitments) pursuant to the Security Documents.

As of the date hereof, each of the undersigned hereby represents and warrants that the representations and warranties of such Credit Party set forth in the Guaranty Agreement and the Security Agreement to which such Credit Party is a party, are true and correct in all material respects.

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. Capitalized terms used in this Consent and Reaffirmation without definition shall have the respective meanings ascribed thereto in the Agreement.

[Signature Pages Follow]

TRANSMONTAIGNE PARTNERS LLC, a
Delaware limited liability company

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

TRANSMONTAIGNE OPERATING COMPANY
L.P., a Delaware limited partnership

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

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

TRANSMONTAIGNE OPERATING GP L.L.C.,
a Delaware limited liability company

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

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

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

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

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

[Signature Page to Consent and Reaffirmation — Second Amendment]

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

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

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

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

TLP FINANCE CORP.,
a Delaware corporation

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

TLP OPERATING FINANCE CORP.,
a Delaware corporation

By: /s/ Robert T. Fuller
Name: Robert T. Fuller
Title: Executive Vice President, Chief Financial Officer and Treasurer

[Signature Page to Consent and Reaffirmation — Second Amendment]

FOURTH AMENDED AND RESTATED

OMNIBUS AGREEMENT

among

TRANSMONTAIGNE PARTNERS LLC

TRANSMONTAIGNE OPERATING GP L.L.C.

TRANSMONTAIGNE OPERATING COMPANY L.P.

and

TLP MANAGEMENT SERVICES LLC

FOURTH AMENDED AND RESTATED OMNIBUS AGREEMENT

THIS FOURTH AMENDED AND RESTATED OMNIBUS AGREEMENT (this “*Restated Agreement*”) dated as of February 26, 2019 (the “*Effective Date*”), is entered into by and among TransMontaigne Partners LLC, a Delaware limited liability company (the “*Company*”), TransMontaigne Operating GP L.L.C., a Delaware limited liability company (the “*OLP GP*”), TransMontaigne Operating Company L.P., a Delaware limited partnership (the “*Operating Partnership*”), and TLP Management Services LLC, a Delaware limited liability company (“*TLP Management Services*”). The above-named entities are sometimes referred to in this Restated Agreement each as a “*Party*” and collectively as the “*Parties*.”

RECITALS:

A. TransMontaigne LLC, a Delaware limited liability company and formerly known as TransMontaigne Inc., TransMontaigne GP L.L.C., a Delaware limited liability company (the “*General Partner*”), TransMontaigne Partners L.P. (the “*Partnership*”), OLP GP and the Operating Partnership (the “*First A&R Omnibus Agreement Parties*”) have previously entered into an Amended and Restated Omnibus Agreement, dated as of December 31, 2007, but effective for all purposes as of January 1, 2008 (the “*First A&R Omnibus Agreement*”).

B. The First A&R Omnibus Agreement Parties (and in the case of the Fourth Amendment and the Second A&R Omnibus Agreement, as defined below, Gulf TLP Holdings, LLC) have previously amended the First A&R Omnibus Agreement by execution of the First Amendment to Amended and Restated Omnibus Agreement dated as of July 16, 2013 (the “*First Amendment*”), the Second Amendment to Amended and Restated Omnibus Agreement dated as of April 14, 2015 (the “*Second Amendment*”), the Third Amendment to Amended and Restated Omnibus Agreement dated as of June 16, 2015 (the “*Third Amendment*”), the Assignment and Amendment No. 4 to Amended and Restated Omnibus Agreement dated as of February 1, 2016 (the “*Fourth Amendment*”), the Second Amended and Restated Omnibus Agreement dated as of February 22, 2016 but effective for all purposes as of February 1, 2016 (the “*Second A&R Omnibus Agreement*”), and the Third Amended and Restated Omnibus Agreement dated as of May 7, 2018 (the “*Third A&R Omnibus Agreement*,” together with the First A&R Omnibus Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment and the Second A&R Omnibus Agreement, collectively, the “*Prior Agreement*”).

C. Pursuant to the Prior Agreement, TLP Management Services and its affiliates agreed to provide certain management, legal, accounting, tax, corporate staff and other support services to the Partnership from and after the effective date of the Prior Agreement, as well as provide personnel to operate certain assets.

D. Pursuant to the Prior Agreement, effective from and after the Effective Date (as defined therein) of the Third A&R Omnibus Agreement, the Partnership Group assumed direct financial responsibility for the services provided by the TLP Management Services engineering and the environmental safety and occupational health (“*ESOH*”) personnel pursuant to which TLP Management Services is directly reimbursed for the associated costs and expenses and the

revised Administrative Fee, as set forth therein, reflects such designation, effective from and after the Effective Date (as defined therein) of the Third A&R Omnibus Agreement.

E. On November 25, 2018, the Partnership, the General Partner, TLP Finance Holdings, LLC, Delaware limited liability company ("*TLP Finance*"), TLP Acquisition Holdings, LLC, a Delaware limited liability company ("*TLP Holdings*"), TLP Merger Sub, LLC, a Delaware limited liability company agreement, and solely for the purposes of Section 6.19 thereof, TLP Equity Holdings, LLC, a Delaware limited liability company, signed that certain Agreement and Plan of Merger, pursuant to which, among other things, TLP Finance agreed to acquire one hundred percent (100%) of the issued and outstanding Common Units that it and its affiliates do not already own (such transaction, the "*Acquisition*"). Immediately upon consummation of the Acquisition (the "*Acquisition Effective Time*"), and as a result thereof, among other things, (i) each of the Partnership's general partner units issued and outstanding immediately prior to the Acquisition Effective Time will be converted into (a) one Common Unit, and (b) in aggregate, a non-economic general partner interest in the Partnership, (ii) each of the Partnership's incentive distribution rights issued and outstanding immediately prior to the Acquisition Effective Time will be converted into 100 Common Units, (iii) the General Partner shall distribute its Common Units in the Partnership (the "*Transferred GP Units*") to TLP Holdings, and TLP Holdings shall contribute the Transferred GP Units to TLP Finance, (iv) the Partnership shall convert into the Company (a Delaware limited liability company) pursuant to Section 17-219 of the Delaware Limited Partnership Act, as amended, and shall change its name to "TransMontaigne Partners LLC", and all Common Units owned by TLP Finance shall be converted into limited liability company interests, (v) the non-economic interest in the Partnership owned by the General Partner shall be automatically cancelled and cease to exist, and the General Partner shall be merged with and into the Company, with the Company surviving the merger, and (vi) the Company shall be hundred percent (100%) owned by TLP Finance (the transactions described in the foregoing clauses (i) through (vi), collectively with the Acquisition, the "*Take-Private Transaction*").

F. Following the Take-Private Transaction, TLP Management Services and its affiliates agree to provide certain management, legal, accounting, tax, corporate staff and other support services to the Company from and after the effective date of this Restated Agreement, as well as provide personnel to operate certain assets, substantially on the same terms as provided for in the Prior Agreement, as further set forth herein.

G. The Parties desire to hereby amend and restate the Prior Agreement in its entirety.

ARTICLE I

Definitions

1.1 Definitions.

As used in this Restated Agreement, the following terms shall have the respective meanings set forth below:

"*Acquisition*" is defined in Recital E.

"*Acquisition Effective Time*" is defined in Recital E.

“*Administrative Fee*” is defined in Section 2.1(a).

“*Applicable Period*” is defined in Section 2.1(a).

“*Assets*” means (a) all assets owned by the Partnership Group prior to or on the Acquisition Effective Time and (b) all assets acquired or constructed by the Company Group during the Applicable Period from and after such time as the Company, on behalf of the Company Group and TLP Management Services establish a revised Administrative Fee in accordance with Section 2.1(a) hereof and, if applicable, a revised Insurance Reimbursement in accordance with Section 2.1(c) hereof.

“*Common Units*” means, prior to the Acquisition Effective Time, the issued and outstanding common units representing limited partner interests in the Partnership.

“*Company*” is defined in the introductory paragraph of this Restated Agreement.

“*Company Group*” means, from and after the Acquisition Effective Time, the Company, OLP GP, the Operating Partnership and any of their respective Subsidiaries, treated as a single consolidated entity.

“*Company Group Member*” means any Person of the Company Group.

“*control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

“*Effective Date*” is defined in introductory paragraph of this Restated Agreement.

“*ESOH*” is defined in Recital D.

“*First A&R Omnibus Agreement*” is defined in Recital A.

“*First A&R Omnibus Agreement Parties*” is defined in Recital A.

“*First Amendment*” is defined in Recital B.

“*Fourth Amendment*” is defined in Recital B.

“*General Partner*” is defined in Recital A.

“*Insurance Reimbursement*” is defined in Section 2.1(c).

“*OLP GP*” is defined in the introductory paragraph of this Restated Agreement.

“*On-Site Employees*” is defined in Section 3.1(a).

“*Operating Agreement*” means that certain Limited Liability Company Agreement of the Company, dated as of February 26, 2019.

“*Operating Partnership*” is defined in the introductory paragraph of this Restated Agreement.

“*Partnership*” is defined in Recital A.

“*Partnership Entities*” means, prior to the Acquisition Effective Time, the General Partner and each Person of the Partnership Group; and “*Partnership Entity*” means any of the Partnership Entities.

“*Partnership Group*” means, prior to the Acquisition Effective Time, the Partnership, OLP GP, the Operating Partnership and any of their respective Subsidiaries, treated as a single consolidated entity.

“*Party*” and “*Parties*” are defined in the introductory paragraph of this Restated Agreement.

“*Person*” means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

“*Pike Entities*” means Pike Petroleum Holdings, LLC, and any Person controlled, directly or indirectly, by Pike Petroleum Holdings, LLC other than the Partnership Entities; and “*Pike Entity*” means any of the Pike Entities.

“*Plan*” is defined in Section 2.1(b).

“*Prior Agreement*” is defined in Recital B.

“*Restated Agreement*” is defined in the introductory paragraph hereof.

“*Second A&R Omnibus Agreement*” is defined in Recital B.

“*Second Amendment*” is defined in Recital B.

“*Services*” is defined in Section 2.1(a).

“*Subsidiary*” means, with respect to any Person, (a) a corporation of which more than fifty percent (50%) of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than fifty percent (50%) of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of

determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

“*Take-Private Transaction*” is defined in Recital E.

“*Third A&R Omnibus Agreement*” is defined in Recital B.

“*Third Amendment*” is defined in Recital B.

“*TLP Finance*” is defined in Recital E.

“*TLP Holdings*” is defined in Recital E.

“*TLP Management Services*” is defined in the introductory paragraph of this Restated Agreement.

“*Transferred GP Units*” is defined in Recital E.

ARTICLE II Services

2.1 General.

(a) During the period commencing on the Effective Date and terminating on the earlier to occur of the Pike Entities ceasing to indirectly control the Company or, at the election of either the Company or TLP Management Services following prior written notice to the other Parties at least two (2) years prior to the effective date of such termination (the “*Applicable Period*”), the Company shall pay TLP Management Services an administrative fee (the “*Administrative Fee*”) of \$8,384,440 (as adjusted, if necessary, pursuant to this Section 2.1(a)) per year, payable in arrears in equal monthly installments on the third (3rd) business day of each month, beginning in March 2019, for the provision by TLP Management Services for the Company Group’s benefit of certain management, legal, accounting, tax, corporate staff and other support services during the Applicable Period (the “*Services*”). The Services will be substantially identical in nature and quality to the services of such type previously provided pursuant to the Prior Agreement (with the Company Group replacing the Partnership Group). During the Applicable Period, the Company Group will satisfy all of its needs for such Services through TLP Management Services. TLP Management Services may increase the Administrative Fee each calendar year effective commencing on January 1, 2019 by an amount up to the product of the then-current Administrative Fee multiplied by an amount equal to (x) the percentage increase, if any, from the immediately preceding year in the Consumer Price Index - All Urban Consumers, U.S. City Average, Not Seasonally Adjusted, plus (y) two (2) percent. If the Company or any other Company Group Member acquires or constructs additional assets during the Applicable Period, then TLP Management Services may propose a revised Administrative Fee. If the Company, on behalf of the Company Group, agrees to such revised Administrative Fee, then TLP Management Services shall provide Services for the additional assets pursuant to the terms set forth herein. Notwithstanding the foregoing, the Services shall not include any services that are outsourced by TLP Management Services to third Persons.

(b) During the Applicable Period, the Company shall approve the annual awards granted under the Amended and Restated TLP Management Services LLC Savings and Retention Plan or any similar successor plan (the “*Plan*”) to employees performing Services to or for the benefit of the Company Group. The aggregate amount of such awards shall be no less than \$1.5 million per year. As awards are payable in accordance with the vesting and payment schedule provided in the Plan, the Company will pay the awards in cash or such other consideration as determined by TLP Management Services, as the Plan administrator pursuant to the terms of the Plan and any annual award granted thereunder. Payments under the Plan may be made to TLP Management Services LLC, as the Plan administrator, for the benefit of the plan participants or, alternatively, directly to the plan participants.

(c) During the Applicable Period, if TLP Management Services procures insurance with respect to the Company Group, the Assets or operations thereof, then the Company shall pay TLP Management Services or any applicable affiliate of TLP Management Services an insurance reimbursement (the “*Insurance Reimbursement*”) equal to the amount of any premiums and fees payable under the applicable insurance policies. If at any time TLP Management Services proposes to renew or replace any insurance policy with respect to which any Company Group Member currently has procured insurance, then TLP Management Services shall propose the procurement of such insurance policy to the Company, and such insurance policy shall be procured by TLP Management Services or an affiliate thereof, subject to the reasonable approval of the Company, on behalf of the Company Group. TLP Management Services may increase the Insurance Reimbursement at any time in accordance with increases in the premiums or fees payable under the applicable insurance policies. Notwithstanding the foregoing, at any time during the Applicable Period, the Company may procure insurance, and pay the amount of any premiums and fees payable in connection therewith, directly for and on behalf of itself, the Company Group and the Assets or operations thereof.

(i) If, during any calendar year, any Company Group Member proposes to increase the insurance coverage of any such Company Group Member or the Assets thereof such that the increase, together with any other increases in such calendar year, would result in the aggregate premiums and fees of the Company Group (on an annualized basis) being greater than the amount presented to the board of directors of TLP Finance (or similar governing body) with respect to such calendar year in the annual budget for the procurement of insurance by at least ten percent (10%), such Company Group Member shall, fifteen (15) days prior to the procurement of such insurance, propose to TLP Management Services in writing either (1) a plan to procure an insurance policy, in which case TLP Management Services may accept or reject such plan or propose to procure such insurance coverage or (2) that a Pike Entity procure such insurance coverage. If a Pike Entity procures insurance coverage, then such coverage shall be subject to the approval of the Company, on behalf of the Company Group and, upon approval by the Company, the Insurance Reimbursement shall be increased by the amount of any premiums and fees under such insurance policy.

(d) On each anniversary of the Effective Date during the Applicable Period, the Company will have the right to submit to TLP Management Services a proposal to reduce the amount of the Administrative Fee for that year if the Company believes, in good faith, that the Services performed by TLP Management Services for the year in question do not justify payment

of the full Administrative Fee for that year. If the Company submits such a proposal to TLP Management Services, then TLP Management Services agrees that it will negotiate in good faith with the Company to determine if the Administrative Fee for that year should be reduced and, if so, by how much.

(e) At any time during the Applicable Period and following the approval of TLP Finance's board of directors, the Company Group may elect to assume direct financial responsibility for each of the employees within a particular business unit who perform certain identified management, professional, administrative or support Services on behalf of the Company Group, including all costs and expenses, salary, bonus, benefits, taxes and assessments associated with all personnel dedicated to the Service. Following such election, the personnel performing such Services for the Company Group will be deemed for all purposes hereof to be "*On-Site Employees*" (as defined in Section 2.1(h)(i)) for the remainder of the Applicable Period and TLP Management Services shall be directly reimbursed for the associated costs and expenses for the personnel performing such Services in accordance with Section 3.1(b) hereof and the Administrative Fee will be reduced by an equal amount. The Parties acknowledge and agree that from and after the Effective Date (as defined therein) of the Third A&R Omnibus Agreement, the Company Group assumed direct financial responsibility for that portion of the Services that are provided by the engineering and the ESOH personnel (which personnel are hereby designated as On-Site Employees). Pursuant thereto, TLP Management Services shall be directly reimbursed for the associated costs and expenses for the engineering and the ESOH personnel in accordance with Section 3.1(b) hereof and the Parties hereby agree that the Administrative Fee set forth in Section 2.1(a) above reflects such designation.

(f) Following the expiration of the Applicable Period, the Company will determine the amount of Services expenses and insurance premium expenses that are properly allocable to the Company Group, if any, in accordance with the terms of the Operating Agreement (and otherwise in its reasonable discretion).

(g) Employees of TLP Management Services performing Services to or for the benefit of the Company Group during the Applicable Period shall work solely under the direction, supervision, management and control of the Company with respect to the time spent in providing such Services; however, at all times such employees shall remain employees of TLP Management Services. For the avoidance of doubt, during the Applicable Period in which employees of the TLP Management Services are performing Services to or for the benefit of the Company Group, the Company Group shall be ultimately and fully responsible for the daily work assignments of such employees, including supervision of their day-to-day work activities, training schedules and performance consistent with the purposes stated in Section 2.1(a).

(h) The Administrative Fee shall not include and the Company Group shall reimburse TLP Management Services for:

(i) wages and salaries of employees of TLP Management Services, to the extent, but only to the extent, such employees perform Services for the Company Group on-site at any Asset (the "*On-Site Employees*");

(ii) the cost of employee benefits relating to On-Site Employees, such as 401(k), pension, and health insurance benefits;

(iii) out-of-pocket costs and expenses incurred by TLP Management Services on behalf of the Company Group, including the incremental general and administrative expenses of the Company's status as a public company (including, for avoidance of doubt, after the Take-Private Transaction), such as K-1 preparation, external audit, internal audit, transfer agent and registrar, legal, printing, unitholder reports, and other costs and expenses;

(iv) all sales, use, excise, value added or similar taxes, other than taxes measured by income, if any, that may be applicable from time to time in respect of the Services; and

(v) any services (including with respect to the forgoing clauses (i)-(iv)) that are outsourced by TLP Management Services to third Person with the concurrence of the Company.

ARTICLE III

3.1 **Operational Services.** During the Applicable Period:

(a) TLP Management Services, acting on behalf of the Company, shall make available such employees as may reasonably be required for the conduct by the Company Group of its operations, including the employees described in Section 2.1(h)(i) and 2.1(h)(ii) with respect to Services for the Company Group performed on-site at any Asset.

(b) With respect to the On-Site Employees, TLP Management Services shall be reimbursed on a biweekly basis for (a) all direct and indirect expenses incurred, or payments made, on behalf of the Company Group (including salary, bonus, incentive compensation and all other amounts paid to any persons who assist in the conduct of the Company Group operations) and (b) all other necessary or appropriate expenses allocable to the Company Group (including expenses allocated to TLP Management Services by any of their respective affiliates). TLP Management Services shall determine the expenses that are allocable to the Company Group in any reasonable manner determined by TLP Management Services in its sole discretion.

(c) On-Site Employees performing services described in Section 3.1(a) to or for the benefit of the Company Group during the Applicable Period shall work solely under the direction, supervision, management and control of the Company with respect to the time spent in providing such services; however, at all times such On-Site Employees shall remain employees of TLP Management Services. For the avoidance of doubt, during the Applicable Period in which On-Site Employees of TLP Management Services are performing services to or for the benefit of the Company Group, the Company Group shall be ultimately and fully responsible for the daily work assignments of such On-Site Employees, including supervision of their day-to-day work activities, training schedules and performance consistent with the purposes stated in Section 3.1(a).

ARTICLE IV
Miscellaneous

4.1 *Choice of Law; Jurisdiction.*

(a) This Restated Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

(b) The Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Restated Agreement or the transactions contemplated hereby shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), and that any cause of action arising out of this Restated Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 4.2 shall be deemed effective service of process on such Party.

4.2 *Notice.* All notices or requests or consents provided for by, or permitted to be given pursuant to, this Restated Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postpaid, and registered or certified with return receipt requested or by delivering such notice in person or by telecopier or telegram to such Party. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier 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. All notices to be sent to a Party pursuant to this Restated Agreement shall be sent to or made at the address set forth below such Party's signature to this Restated Agreement or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 4.2.

if to any Person of the Company Group:

TransMontaigne Partners LLC
1670 Broadway
Suite 3100
Denver, Colorado 80202
Attention: Chief Executive Officer
Fax: 303-626-8228

if to TLP Management Services:

TLP Management Services LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Attention: General Counsel
Fax: 617-867-4698
E-mail: tburke@arclightcapital.com

4.3 *Entire Agreement.* This Restated Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

4.4 *Termination.* Notwithstanding any other provision of this Restated Agreement to the contrary, if the Pike Entities cease to directly or indirectly control the Company, then this Restated Agreement may immediately thereupon be terminated by an appropriate Pike Entity that remains controlled, directly or indirectly, by ArcLight Energy Partners Fund VI, L.P. or its affiliates.

4.5 *Amendment or Modification.* This Restated Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Restated Agreement.

4.6 *Assignment.* No Party shall have the right to assign any of its rights or obligations under this Restated Agreement without the consent of the other Parties hereto.

4.7 *Counterparts.* This Restated Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

4.8 *Severability.* If any provision of this Restated Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then the remainder of this Restated Agreement shall remain in full force and effect.

4.9 *Further Assurances.* In connection with this Restated Agreement and all transactions contemplated by this Restated Agreement, each Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Restated Agreement and all such transactions.

4.10 *Representations and Warranties.* Each Party represents and warrants that this Restated Agreement has been duly authorized, executed and delivered by it and that this Restated Agreement constitutes its legal, valid, binding and enforceable obligation, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4.11 *No Third Party Beneficiaries.* The provisions of this Restated Agreement are enforceable solely by the Parties to this Restated Agreement, and no third Person shall have the right, separate and apart from the Company, to enforce any provision of this Restated Agreement or to compel any Party to this Restated Agreement to comply with the terms of this Restated Agreement.

4.12 *Waiver of Jury Trial.* Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Restated Agreement.

IN WITNESS WHEREOF, the Parties have executed this Restated Agreement effective as of the date first written above.

TRANSMONTAIGNE PARTNERS LLC

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

TRANSMONTAIGNE OPERATING GP L.L.C.

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

TRANSMONTAIGNE OPERATING COMPANY L.P.

By TransMontaigne Operating GP L.L.C., its General Partner

By: /s/ Frederick W. Boutin
Name: Frederick W. Boutin
Title: Chief Executive Officer

TLP MANAGEMENT SERVICES LLC

By: /s/ Daniel R. Revers
Name: Daniel R. Revers
Title: President

Fourth Amended and Restated Omnibus Agreement
