
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K

(Mark One)

**Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
for the fiscal year ended December 31, 2019**

**Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from _____ to _____**

Commission File Number 001-32505

TRANSMONTAIGNE PARTNERS LLC

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

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

**Suite 3100, 1670 Broadway
Denver, Colorado 80202**
(Address, including zip code, of principal executive offices)
(303) 626-8200
(Telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: **NONE**

Title of Each Class	Name of Each Exchange on Which Registered
---------------------	---

Securities registered pursuant to Section 12(g) of the Act: **NONE**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes No

The aggregate market value of common units held by non-affiliates of the registrant on June 30, 2019 was \$nil.

As of the date of this filing, the registrant has no common units outstanding.

* The registrant is a voluntary filer of reports required to be filed by certain companies under Section 13 or 15(d) of the Securities Exchange Act of 1934 and has filed all reports that would have been required to have been filed by the registrant during the preceding 12 months had it been subject to such filing requirements during the entirety of such period.

DOCUMENTS INCORPORATED BY REFERENCE

None.

TABLE OF CONTENTS

<u>Item</u>		<u>Page No.</u>
	<u>Part I</u>	
<u>1 and 2.</u>	<u>Business and Properties</u>	4
<u>1A.</u>	<u>Risk Factors</u>	22
<u>1B.</u>	<u>Unresolved Staff Comments</u>	33
<u>3.</u>	<u>Legal Proceedings</u>	33
<u>4.</u>	<u>Mine Safety Disclosures</u>	33
	<u>Part II</u>	
<u>5.</u>	<u>Market for the Registrant's Common Units, Related Unitholder Matters and Issuer Purchases of Equity Securities</u>	33
<u>6.</u>	<u>Selected Financial Data</u>	34
<u>7.</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	35
<u>7A.</u>	<u>Quantitative and Qualitative Disclosures About Market Risks</u>	49
<u>8.</u>	<u>Financial Statements and Supplementary Data</u>	50
<u>9.</u>	<u>Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u>	78
<u>9A.</u>	<u>Controls and Procedures</u>	78
<u>9B.</u>	<u>Other Information</u>	79
	<u>Part III</u>	
<u>10.</u>	<u>Directors, Executive Officers and Corporate Governance</u>	79
<u>11.</u>	<u>Executive Compensation</u>	81
<u>12.</u>	<u>Security Ownership of Certain Beneficial Owners and Management and Related Unitholder Matters</u>	83
<u>13.</u>	<u>Certain Relationships and Related Transactions, and Director Independence</u>	84
<u>14.</u>	<u>Principal Accounting Fees and Services</u>	85
	<u>Part IV</u>	
<u>15.</u>	<u>Exhibits, Financial Statement Schedules</u>	86
<u>16.</u>	<u>Form 10-K Summary</u>	106

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (this “Annual Report”) contains “forward-looking statements” within the meaning of federal securities laws. Forward-looking statements give our current expectations, contain projections of results of operations or of financial condition, or forecasts of future events. When used in this Annual Report, the words “could,” “may,” “should,” “will,” “seek,” “believe,” “expect,” “anticipate,” “intend,” “continue,” “estimate,” “plan,” “target,” “predict,” “project,” “attempt,” “is scheduled,” “likely,” “forecast,” the negatives thereof and other similar expressions are used to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on our current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. You are cautioned not to place undue reliance on any forward-looking statements. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements described under the heading “Item 1A. Risk Factors” included in this Annual Report. You should also understand that it is not possible to predict or identify all such factors and should not consider the following list to be a complete statement of all potential risks and uncertainties. Factors that could cause our actual results to differ materially from the results contemplated by such forward-looking statements include:

- our ability to successfully implement our business strategy;
- competitive conditions in our industry;
- actions taken by third-party customers, producers, operators, processors and transporters;
- pending legal or environmental matters;
- costs of conducting our operations;
- our ability to complete internal growth projects on time and on budget;
- general economic conditions;
- the price of oil, natural gas, natural gas liquids and other commodities in the energy industry;
- the price and availability of financing;
- large customer defaults;
- interest rates;
- operating hazards, global health epidemics, natural disasters, weather-related delays, casualty losses and other matters beyond our control;
- uncertainty regarding our future operating results;
- effects of existing and future laws and governmental regulations;
- the effects of future litigation; and
- plans, objectives, expectations and intentions contained in this Annual Report that are not historical.

All forward-looking statements, expressed or implied, included in this Annual Report are expressly qualified in their entirety by this cautionary statement. This cautionary statement should also be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue.

Except as otherwise required by applicable law, we disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this Annual Report.

Part I

As used in this Annual Report, unless the context requires otherwise, references to “we,” “us,” “our,” “TransMontaigne Partners,” “the Partnership,” or “the Company” are intended to mean, prior to the Take-Private Transaction (defined below), TransMontaigne Partners L.P., and following the Take-Private Transaction, TransMontaigne Partners LLC, and our wholly owned and controlled operating subsidiaries. References to “TransMontaigne GP” or “our general partner” are intended, prior to the Take-Private Transaction, to mean TransMontaigne GP L.L.C., our general partner prior to the Take-Private Transaction. References to “ArcLight” are intended to mean ArcLight Energy Partners Fund VI, L.P., its affiliates and subsidiaries other than TransMontaigne GP, us and our subsidiaries.

ITEMS 1 AND 2. BUSINESS AND PROPERTIES

On February 26, 2019, an affiliate of ArcLight completed its previously announced acquisition of all of the Partnership’s outstanding publicly traded common units not already held by ArcLight and its affiliates by way of our merger (the “Merger”) with a wholly owned subsidiary of TLP Finance Holdings, LLC (“TLP Finance”), an indirect controlled subsidiary of ArcLight. At the effective time of the Merger, each of the Partnership’s general partner units issued and outstanding immediately prior to the acquisition effective time was converted into (i)(a) one Partnership common unit, and (i)(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 was converted into 100 Partnership common units, (iii) our general partner distributed its common units in the Partnership (the “Transferred GP Units”) to TLP Acquisition Holdings, LLC, a Delaware limited liability company (“TLP Holdings”), and TLP Holdings contributed the Transferred GP Units to TLP Finance, (iv) the Partnership converted into the Company (a Delaware limited liability company) pursuant to Section 17-219 of the Delaware Limited Partnership Act and changed its name to “TransMontaigne Partners LLC”, and all of our common units owned by TLP Finance were converted into limited liability company interests, (v) the non-economic interest in the Company owned by our general partner was automatically cancelled and ceased to exist and our general partner merged with and into the Company with the Company surviving, and (vi) the Company became 100% owned by TLP Finance (the transactions described in the foregoing clauses (i) through (vi), collectively with the Merger, the “Take-Private Transaction”).

As a result of the Take-Private Transaction, our common units ceased to be publicly traded, and our common units are no longer listed on the New York Stock Exchange (“NYSE”). Our currently outstanding 6.125% senior unsecured notes due in 2026 remain outstanding, and the Company is voluntarily filing with the Securities and Exchange Commission pursuant to the covenants contained in those notes.

Effective June 1, 2019, TLP Finance contributed all of the issued and outstanding equity of its wholly-owned subsidiary, TLP Management Services LLC (“TMS” and such interest, the “TMS Interest”) to the Company, and the Company immediately contributed the TMS Interest to its 100% owned operating company subsidiary TransMontaigne Operating Company L.P. (the “TMS Contribution”). Prior to the TMS Contribution, we had no employees and all of our management and operational activities were provided by TMS. Further, TMS provided all payroll programs and maintained all employee benefits programs on behalf of our Company with respect to applicable TMS employees (as well as on behalf of certain other ArcLight affiliates). As a result of the TMS Contribution, we have assumed the employees and operational activities previously provided by TMS, except for our executive officers as further described below. The TMS Contribution has been recorded at carryover basis as a reorganization of entities under common control. As such, prior periods include the assets, liabilities, and results of operations of TMS for all periods presented.

As a result of the TMS Contribution, the omnibus agreement in place in various forms since the inception of the Partnership, and immediately prior to the TMS Contribution between TMS and us, which, among other things, governed the provision of management and operational services provided for us by TMS, is no longer relevant and was terminated.

Following the TMS Contribution, our executive officers who provide services to the Company are employed by TransMontaigne Management Company, LLC (“TMC”), a wholly owned subsidiary of ArcLight, which also provides services to certain other ArcLight affiliates. As a result, we do not directly employ any of the persons responsible for the

executive management of our business. Nonetheless, TMS continues to provide certain payroll functions and maintains all employee benefits programs on behalf of TMC pursuant to a services agreement between TMC and TMS.

Overview

We are a terminaling and transportation company with assets and operations in the United States along the Gulf Coast, in the Midwest, in Houston and Brownsville, Texas, along the Mississippi and Ohio Rivers, in the Southeast and along the West Coast. We provide integrated terminaling, storage, transportation and related services for customers engaged in the distribution and marketing of light refined petroleum products, heavy refined petroleum products, crude oil, chemicals, fertilizers and other liquid products. Light refined products include gasolines, diesel fuels, heating oil and jet fuels. Heavy refined products include residual fuel oils and asphalt. We do not purchase or market products that we handle or transport. Therefore, we do not have direct exposure to changes in commodity prices, except for the value of refined product gains and losses arising from terminaling services agreements with certain customers, which accounts for a small portion of our revenue.

We use our owned and operated terminaling facilities to, among other things: receive refined products from the pipeline, ship, barge or railcar making delivery on behalf of our customers and transfer those refined products to the tanks located at our terminals; store the refined products in our tanks for our customers; monitor the volume of the refined products stored in our tanks; distribute the refined products out of our terminals in vessels, railcars or truckloads using truck racks and other distribution equipment located at our terminals, including pipelines; heat residual fuel oils and asphalt stored in our tanks; and provide other ancillary services related to the throughput process.

Recent Developments

Expansion of our Brownsville operations. Our Brownsville expansion project, which is underpinned by new long-term agreements, includes the construction of approximately 805,000 barrels of additional liquids storage capacity, the construction of gasoline railcar loading capabilities and the conversion of our Diamondback pipeline to transport diesel and gasoline to the U.S./Mexico border. The Diamondback pipeline is comprised of an 8" pipeline that previously transported propane approximately 16 miles from our Brownsville facilities to the U.S./Mexico border, as well as a 6" pipeline, which runs parallel to the 8" pipeline, that has been idle and can be used to transport additional refined products. The majority of the additional liquids storage capacity was placed into commercial service during the first three quarters of 2019 with a remaining 175,000 barrels of capacity to be completed by the end of 2020. We expect to recommission the Diamondback pipeline and resume operations on both the 8" pipeline and the previously idle 6" pipeline in the second quarter of 2020. We expect the construction of the gasoline railcar loading capabilities to be completed by the end of 2020. The anticipated aggregate cost of these expansion efforts is estimated to be approximately \$75 million.

Expansion of our Collins terminal. Our Collins terminal is strategically located for the bulk storage market and is the only independent terminal capable of receiving from, delivering to, and transferring refined petroleum products between the Colonial and Plantation pipeline systems. During the first quarter of 2019 we completed construction of approximately 870,000 barrels of new storage capacity at our Collins terminal, which is supported by a new long-term, fee-based terminaling services agreement with a third party customer. To facilitate our further expansion of tankage at our Collins terminal, we also entered into an agreement with Colonial Pipeline Company for significant improvements to the Colonial Pipeline receipt and delivery manifolds and our related receipt and delivery facilities. The improvements were completed in the fourth quarter of 2019. The improvements resulted in significant increased flexibility for our Collins terminal customers including the simultaneous receipt and delivery of gasoline from and to Colonial's Line 1 at full line rates including the ability to receive and deliver segregated batches at these rates; a dedicated and segregated line for the receipt and delivery of distillates from and to Colonial's Line 2; and a dedicated and segregated line for the receipt and delivery of jet fuel from and to Colonial's Line 2. The cost of the approximately 870,000 barrels of new storage capacity and our share of the improvements to the pipeline connections was approximately \$60 million. We are currently in active discussions with several other existing and prospective customers regarding additional future capacity at our Collins terminal.

Expansion of our West Coast terminals. During the first quarter of 2019 and pursuant to a new long-term terminaling services agreement, we completed the construction of an additional 125,000 barrels of storage capacity at our Richmond West Coast terminal. The cost of constructing this new capacity was approximately \$8 million. We are also pursuing other high-return investment opportunities similar to this at these terminals.

Take-Private Transaction. On February 26, 2019, we completed our Take-Private Transaction.

Our Assets and Operations

Our terminals are located in six geographic regions, which we refer to as our Gulf Coast, Midwest, Brownsville, River, Southeast and West Coast terminals. In addition, we have unconsolidated investments in BOSTCO and Frontera (each defined below). The locations and approximate aggregate active storage capacity at our owned and joint venture terminal facilities as of December 31, 2019 are as follows:

	Active storage capacity (shell bbls)
Our Terminals by Region:	
Gulf Coast Terminals:	
Port Everglades North (Fort Lauderdale), FL	2,487,000
Port Everglades South (Fort Lauderdale), FL ⁽¹⁾	376,000
Jacksonville, FL	271,000
Cape Canaveral, FL	724,000
Port Manatee, FL	1,293,000
Pensacola, FL	270,000
Fisher Island (Miami), FL	673,000
Tampa, FL	760,000
Gulf Coast Total	6,854,000
Midwest Terminals:	
Rogers, AR and Mount Vernon, MO (aggregate amounts)	420,000
Cushing, OK	1,005,000
Oklahoma City, OK	158,000
Midwest Total	1,583,000
Brownsville Terminal	
River Terminals:	1,472,000
Arkansas City, AR	446,000
Evansville, IN	245,000
New Albany, IN	201,000
Greater Cincinnati, KY	189,000
Henderson, KY	170,000
Louisville, KY	183,000
Owensboro, KY	154,000
Paducah, KY	322,000
Baton Rouge, LA (Dock)	—
Greenville, MS (Clay Street)	350,000
Greenville, MS (Industrial Road)	56,000
Cape Girardeau, MO	140,000
East Liverpool, OH	228,000
River Total	2,684,000

	Active storage capacity (shell bbls)
Southeast Terminals:	
Albany, GA	203,000
Americus, GA	98,000
Athens, GA	203,000
Bainbridge, GA	367,000
Belton, SC	—
Birmingham, AL	178,000
Charlotte, NC	121,000
Collins/Purvis, MS (Collins terminal)	6,280,000
Collins, MS (Collins rack)	200,000
Doraville, GA	438,000
Fairfax, VA	513,000
Greensboro, NC	479,000
Griffin, GA	107,000
Lookout Mountain, GA	219,000
Macon, GA	174,000
Meridian, MS	139,000
Montvale, VA	503,000
Norfolk, VA	1,336,000
Richmond, VA	448,000
Rome, GA	152,000
Selma, NC	529,000
Spartanburg, SC	166,000
Southeast Total	12,853,000
West Coast Terminals:	
Martinez, CA	4,754,000
Richmond, CA	639,000
West Coast Total	5,393,000
Our Joint Ventures Terminals:	
Frontera Joint Venture Terminal ⁽²⁾	1,656,000
BOSTCO Joint Venture Terminal ⁽³⁾	7,080,000
TOTAL CAPACITY	39,575,000

- (1) Reflects our ownership interest net of a major oil company's ownership interest in certain tank capacity.
- (2) Reflects the total active storage capacity of Frontera Brownsville LLC ("Frontera"), of which we have a 50% ownership interest.
- (3) Reflects the total active storage capacity of Battleground Oil Specialty Terminal Company LLC ("BOSTCO"), of which we have a 42.5%, general voting, Class A Member interest.

Gulf Coast Operations. Our Gulf Coast terminals consist of eight refined product terminals and comprise the largest terminal network in Florida. These terminals have approximately 6.9 million barrels of aggregate active storage capacity in ports including Port Everglades, Miami and Cape Canaveral, which are among the busiest cruise ship ports in the nation. At our Gulf Coast terminals, we handle refined products and crude oil on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products and crude oil. Our Gulf Coast terminals receive refined products from vessels on behalf of our customers. In addition, our Jacksonville terminal also receives asphalt by rail, and our Port Everglades (North) terminal also receives product by truck. We distribute by truck or barge at all of our Gulf Coast terminals. In addition, we distribute products by pipeline at our Port Everglades and Tampa terminals. A major oil company retains an ownership interest, ranging from 25% to 50%, in specific tank capacity at our Port Everglades (South) terminal. We manage and operate the Port Everglades (South) terminal, and we are reimbursed by the major oil company for its proportionate share of our operating and maintenance costs.

Midwest Terminals. In Missouri and Arkansas, we own and operate the Razorback pipeline and terminals in Mount Vernon, Missouri, at the origin of the pipeline and in Rogers, Arkansas, at the terminus of the pipeline. We refer to these two terminals collectively as the Razorback terminals. The Razorback pipeline is a 67-mile, 8-inch diameter interstate common carrier pipeline that transports light refined product from our terminal at Mount Vernon, where it is interconnected with a pipeline system owned by a third party, to our terminal at Rogers. The Razorback pipeline has a capacity of approximately 30,000 barrels per day. The Razorback terminals have approximately 0.4 million barrels of aggregate active storage capacity. Our Rogers facility is the only refined products terminal located in Northwest Arkansas.

We leased a portion of land in Cushing, Oklahoma and constructed storage tanks and associated infrastructure on the property for the receipt of crude oil by truck and pipeline, the blending of crude oil and the storage of approximately 1.0 million barrels of crude oil.

We also own and operate a terminal facility in Oklahoma City, Oklahoma with approximately 0.2 million barrels of aggregate active storage capacity. Our Oklahoma City terminal receives gasolines and diesel fuels from a pipeline system owned by a third party for delivery via our truck rack for redistribution to locations throughout the Oklahoma City region.

Brownsville, Texas Operations. We own and operate a refined product terminal with approximately 1.5 million barrels of aggregate active storage capacity and related ancillary facilities in Brownsville independent of the Frontera joint venture, as well as the Diamondback pipeline which handles liquid product movements between south Texas and Mexico. At our Brownsville terminal we handle refined petroleum products, chemicals, vegetable oils, naphtha, wax and propane on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products and natural gas liquids. Our Brownsville facilities receive refined products on behalf of our customers from vessels, by truck or railcar.

The Diamondback pipeline consists of an 8" pipeline that previously transported propane approximately 16 miles from our Brownsville facilities to the U.S./Mexico border and a 6" pipeline, which runs parallel to the 8" pipeline that can be used by us in the future to transport additional refined products to Matamoros, Mexico. Operations on the Diamondback pipeline were shut down in the first quarter of 2018; however, we expect to recommission the Diamondback Pipeline and resume operations on both the 8" pipeline, providing gasoline service thereon, and the previously idle 6" pipeline, providing diesel service thereon, by the end of the second quarter of 2020, and have previously filed revised tariffs with the FERC to support such activities.

The customers we serve at our Brownsville terminal facilities consist principally of wholesale and retail marketers of refined products and industrial and commercial end-users of refined products, waxes and industrial chemicals.

River Operations. Our River terminals are composed of 12 refined product terminals located along the Mississippi and Ohio Rivers with approximately 2.7 million barrels of aggregate active storage capacity. Our River operations also include a dock facility in Baton Rouge, Louisiana, which is the only direct waterborne connection between the Colonial pipeline and Mississippi River waterborne transportation. At our River terminals, we handle gasolines, diesel fuels, heating oil, chemicals and fertilizers on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products and industrial and commercial end-users. Our River terminals receive products from vessels and barges on behalf of our customers and distribute products primarily to trucks and barges.

Southeast Operations. Our Southeast terminals consist of 22 refined product terminals located along the Colonial and Plantation pipelines in Alabama, Georgia, Mississippi, North Carolina, South Carolina and Virginia with an aggregate active storage capacity of approximately 12.9 million barrels. At our Southeast terminals, we handle gasolines, diesel fuels, ethanol, biodiesel, jet fuel and heating oil on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products. Our Southeast terminals primarily receive products from the Plantation and Colonial pipelines on behalf of our customers and distribute products primarily to

trucks with the exception of the Collins terminal. The Collins terminal is the only independent terminal capable of storing and redelivering product to, from and between the Colonial and Plantation pipelines.

West Coast Operations. Our West Coast terminals consist of two refined product terminals with approximately 5.4 million barrels of aggregate active storage capacity. The terminals are strategically located in close proximity to three San Francisco Bay refineries and the origin of the North California products pipeline distribution system. At our West Coast terminals, we handle crude oil, gasoline, diesel, jet fuel, gasoline blend stocks, fuel oil, Avgas and ethanol on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products. Our West Coast terminals primarily receive products from vessels, pipeline and rail facilities on behalf of our customers and distribute products primarily via vessel, pipeline, truck and rail facilities. We acquired the West Coast terminals in December 2017.

Investment in Frontera. On April 1, 2011, we contributed approximately 1.5 million barrels of light petroleum product storage capacity, as well as related ancillary facilities, to the Frontera joint venture, in exchange for a cash payment of approximately \$25.6 million and a 50% ownership interest in the Frontera joint venture. An affiliate of PEMEX, Mexico's state owned petroleum company, acquired the remaining 50% ownership interest in Frontera for a cash payment of approximately \$25.6 million. We operate the Frontera assets under an operations and reimbursement agreement between us and Frontera. Frontera has approximately 1.7 million barrels of aggregate active storage capacity. Our 50% ownership interest does not allow us to control Frontera, but does allow us to exercise significant influence over its operations. Accordingly, we account for our investment in Frontera under the equity method of accounting.

Investment in BOSTCO. On December 20, 2012, we acquired a 42.5% Class A ownership interest in BOSTCO from Kinder Morgan Battleground Oil, LLC, a wholly owned subsidiary of Kinder Morgan. BOSTCO is a terminal facility on the Houston Ship Channel designed to handle residual fuel, feedstocks, distillates and other black oils. BOSTCO currently has fully subscribed capacity of approximately 7.1 million barrels.

Our investment in BOSTCO entitles us to appoint a member to the Board of Managers of BOSTCO, to vote our proportionate ownership share on general governance matters and to certain rights of approval over significant changes in, or expansion of, BOSTCO's business. Kinder Morgan is responsible for managing BOSTCO's day-to-day operations. Our 42.5% Class A ownership interest does not allow us to control BOSTCO, but does allow us to exercise significant influence over its operations. Accordingly, we account for our investment in BOSTCO under the equity method of accounting.

Our Services and Revenue Streams

We derive revenue from our terminal and pipeline transportation operations by charging fees for providing integrated terminaling, transportation and related services. The fees we charge and our other sources of revenue are composed of:

- **Terminaling services fees.** Our terminaling services agreements are structured as either throughput agreements or storage agreements. Our throughput agreements contain provisions that require our customers to make minimum payments, which are based on contractually established minimum volume of throughput of the customer's product at our facilities over a stipulated period of time. Due to this minimum payment arrangement, we recognize a fixed amount of revenue from the customer over a certain period of time, even if the customer throughputs less than the minimum volume of product during that period. In addition, if a customer throughputs a volume of product exceeding the minimum volume, we would recognize additional revenue on this incremental volume. Our storage agreements require our customers to make minimum payments based on the volume of storage capacity available to the customer under the agreement, which results in a fixed amount of recognized revenue. We refer to the fixed amount of revenue recognized pursuant to our terminaling services agreements as being "firm commitments." Revenue recognized in excess of firm commitments and revenue recognized based solely on the volume of product distributed or injected are referred to as "ancillary." In addition, ancillary revenue also includes fees received from ancillary services including heating and mixing of stored products, product transfer, railcar handling, butane blending, proceeds from the sale of product gains, wharfage and vapor recovery.

- **Pipeline transportation fees.** We earned pipeline transportation fees at our Diamondback pipeline under a capacity reservation agreement. Revenue associated with the capacity reservation agreement is recognized ratably over the respective term, regardless of whether the capacity is actually utilized. Once our Brownsville terminal expansion efforts are complete, including the conversion of our Diamondback pipeline to transport diesel and gasoline, we then expect to earn pipeline transportation fees at our Diamondback pipeline based on the volume of product transported subject to minimum volume commitments. We earn pipeline transportation fees at our Razorback pipeline based on an allocation of the aggregate fees charged under the capacity agreement with our customer who has contracted for 100% of our Razorback system.
- **Management fees.** We manage and operate certain tank capacity at our Port Everglades South terminal for a major oil company and receive a reimbursement of its proportionate share of operating and maintenance costs. We manage and operate the Frontera joint venture and receive a management fee based on our costs incurred. We manage and operate terminals that are owned by affiliates of ArcLight, including for SeaPort Midstream Partners, LLC (“SMP”) in Seattle, Washington and Portland, Oregon and another terminal for SeaPort Sound Terminal, LLC (“SeaPort Sound”) in Tacoma, Washington and, in each case, receive a management fee based on our costs incurred, plus an annual fee. We also manage additional terminal facilities that are owned by affiliates of ArcLight, including Lucknow-Highspire Terminals, LLC (“LHT”), which operates terminals throughout Pennsylvania encompassing approximately 9.9 million barrels of storage capacity, and prior to July 1, 2019, a terminal in Baltimore, Maryland for Pike Baltimore Terminals, LLC (the “Baltimore Terminal”), and receive a management fee based on our costs incurred. Our management of the Baltimore terminal ended on July 1, 2019. We manage and operate rail sites at certain Southeast terminals on behalf of a major oil company and receive reimbursement for operating and maintenance costs. We lease land under operating leases and thereafter receive a fee as the lessor or sublessor from third parties and, in certain cases, our affiliates. We also managed and operated for an affiliate of PEMEX, Mexico’s state-owned petroleum company, a products pipeline connected to our Brownsville terminal facility and received a management fee through August 23, 2018.

Further detail regarding our financial information can be found under Item 8. “Financial Statements and Supplementary Data” of this Annual Report.

Business Strategies

Generate stable cash flows through the use of long-term contracts with our customers. We intend to continue to generate stable and predictable cash flows by capitalizing on our high quality, well positioned and geographically diverse asset base, which is critical infrastructure for our customers. In addition, we seek to continue to enhance the stability of our business by focusing on our highly contracted assets, long-term relationships with high quality customers, fee-based cash flows and multi-year minimum revenue commitments. We generate revenue from customers who pay us fees based on the volume of terminal capacity contracted for, volume of refined products throughput at our terminals or volume of refined products transported in our pipelines.

Attract additional volumes to our systems. We intend to attract new volumes of refined products, crude oil and specialty chemicals to our systems and terminals from existing and new customers by leveraging our asset base, continuing to provide superior customer service and through aggressively marketing our services to additional customers in our areas of operation. We have available capacity at certain terminal locations; as a result, we can accommodate additional volumes at a minimal incremental cost.

Capitalize on organic growth opportunities associated with our existing assets. We continually seek to identify and evaluate economically attractive organic expansion and asset enhancement opportunities that leverage our existing asset footprint and strategic relationships with our customers. We intend to focus on projects that can be completed at a relatively low cost and that have potential for attractive returns. For example at our Collins terminal, we implemented the design and construction of 870,000 barrels of new storage capacity supported by the execution of a new long-term, fee-based terminaling services agreement with a third party customer, which constituted the beginning of a Phase II expansion. During the first quarter of 2019, 870,000 barrels were placed into service. To facilitate our

further expansion of tankage at Collins, we also entered into an agreement with Colonial Pipeline Company for significant improvements to the Colonial Pipeline receipt and delivery manifolds and our related receipt and delivery facilities. The improvements will result in significant increased flexibility for our Collins customers including the simultaneous receipt and delivery of gasoline from and to Colonial's Line 1 at full line rates including the ability to receive and deliver segregated batches at these rates; a dedicated and segregated line for the receipt and delivery of distillates from and to Colonial's Line 2; and a dedicated and segregated line for the receipt and delivery of jet fuel from and to Colonial's Line 2. The improvements were completed in the fourth quarter of 2019. The cost of the approximately 870,000 barrels of new storage capacity and our share of the improvements to the pipeline connections was approximately \$60 million, with expected annual cash returns in the low-teens. We are currently in active discussions with several other existing and prospective customers regarding additional future capacity at our Collins terminal.

In addition, our Brownsville expansion project, which is underpinned by new long-term agreements, includes the construction of approximately 805,000 barrels of additional liquids storage capacity, the construction of gasoline railcar loading capabilities and the conversion of our Diamondback pipeline to transport diesel and gasoline to the U.S./Mexico border. The Diamondback pipeline is comprised of an 8" pipeline that previously transported propane approximately 16 miles from our Brownsville facilities to the U.S./Mexico border, as well as a 6" pipeline, which runs parallel to the 8" pipeline, that has been idle and can be used to transport additional refined products. The majority of the additional liquids storage capacity was placed into commercial service during the first three quarters of 2019 with a remaining 175,000 barrels of capacity to be completed by the end of 2020. We expect to recommission the Diamondback pipeline and resume operations on both the 8" pipeline and the previously idle 6" pipeline in the second quarter of 2020. We expect the construction of the gasoline railcar loading capabilities to be completed by the end of 2020. The anticipated aggregate cost of these expansion efforts is estimated to be approximately \$75 million.

Pursue strategic and accretive acquisitions. We plan to pursue accretive acquisitions of high quality, critical energy infrastructure assets, which could include drop down transactions from ArcLight, an affiliate of which, following the Take-Private Transaction is our sole equity-holder, and its affiliates that are complementary to our existing asset base or that provide attractive returns in new operating regions or business lines. We will pursue acquisitions in our areas of operation that we believe will allow us to realize operational efficiencies by capitalizing on our existing infrastructure, personnel and customer relationships. We will also seek acquisitions in new geographic areas or new but related business lines to the extent that we believe we can utilize our operational expertise to enhance our business with these acquisitions.

Maintain a disciplined financial policy. We will continue to pursue a disciplined financial policy by maintaining a prudent capital structure, managing our exposure to interest rate risk and conservatively managing our cash reserves. We believe this conservative capital structure will allow us to consider attractive growth projects and acquisitions even in challenging commodity price or capital market environments.

Competitive Strengths

We believe that we are well positioned to successfully execute our business strategies using the following competitive strengths:

Our long-term relationships with our high-quality, creditworthy customers provide us with stable cash flows. We have strong relationships with high-quality, creditworthy counterparties. Our highly contracted assets are generally utilized by long tenured customers and have high contract renewal rates. Our actual revenue for a given year is higher than our contractual commitments primarily because our customers often use other ancillary services in addition to the services covered by the minimum revenue commitments. We believe that the fee-based nature of our business, our minimum revenue commitments from our customers, the long-term nature of our contracts with many of our customers and our lack of material direct exposure to changes in commodity prices will provide us with stable cash flows.

We have a high quality, well positioned and diversified asset base. We believe that our substantial and geographically diverse asset base will provide us with stable cash flows. Our terminals and truck loading racks with blending capabilities have substantial connectivity to major liquids pipelines in the Northeast, Southeast, Gulf Coast, Midwest and West Coast regions and provide critical services to our customers. We have high utilization of our existing

storage capacity, which enables us to focus on expanding our terminal capacity and acquiring additional terminal capacity for our current and future customers.

We have minimal direct commodity price risk. Our highly contracted terminaling and transportation asset base mitigates volatility in our cash flows by limiting our direct exposure to commodity prices. Our throughput and related services fees in these businesses primarily provide us with fee-based cash flows and multi-year minimum revenue commitments. For the year ended December 31, 2019, 73% of our revenue was generated from firmly committed fee-based contracts pursuant to our terminaling services fees and the remaining 27% of our revenue was generated from ratable revenue sources.

Our Relationship with ArcLight and its Affiliates

Following the Take-Private Transaction, which closed on February 26, 2019, we are wholly owned by TLP Finance, an indirect controlled subsidiary of ArcLight. ArcLight is a private equity firm focused on North American and Western European energy assets. Since its establishment in 2001, ArcLight has invested over \$19 billion across multiple energy cycles in more than 100 investments. Headquartered in Boston, MA with an additional office in Luxembourg, the firm's investment team brings extensive energy expertise, industry relationships and specialized value creation capabilities to its portfolio. ArcLight controls our sole equity-holder and has a proven track record of investments across the energy industry value chain. ArcLight bases its investments on fundamental asset values and execution of defined growth strategies with a focus on cash flow generating assets and service companies with conservative capital structures.

ArcLight initially acquired its 100% interest in our general partner from NGL Energy Partners LP, or NGL, on February 1, 2016. That transaction did not involve any acquisition of any of the Partnership's common units that were held by the public, but ArcLight separately acquired approximately 3.2 million of our common units from NGL on April 1, 2016. As a result of these acquisitions, ArcLight's ownership in us consisted of 100% of our general partner interest and incentive distribution rights and approximately 19.2% of our common units prior to the Take-Private Transaction.

Competition

We face competition from other terminals and pipelines that may be able to supply our customers with integrated terminaling and transportation services on a more competitive basis. We compete with national, regional and local terminal and transportation companies, including the major integrated oil companies, of widely varying sizes, financial resources and levels of experience. These competitors include BP p.l.c., Buckeye Partners, L.P., Chevron U.S.A. Inc., CITGO Petroleum Corporation, Exxon Mobil Oil Corporation, HollyFrontier Corporation and its affiliate Holly Energy Partners, L.P., Kinder Morgan, Inc., Magellan Midstream Partners, L.P., Marathon Petroleum Corporation and its affiliate MPLX LP, Motiva Enterprises LLC, Murphy Oil Corporation, NuStar Energy L.P., Phillips 66 and its affiliate Phillips 66 Partners LP, Sunoco, Inc. and its affiliate Sunoco Logistics Partners L.P., and terminals in the Caribbean. In particular, our ability to compete could be harmed by factors we cannot control, including:

- price competition from terminal and transportation companies, some of which are substantially larger than we are and have greater financial resources, and control substantially greater storage capacity, than we do;
- the perception that another company can provide better service; and
- the availability of alternative supply points, or supply points located closer to our customers' operations.

We also compete with national, regional and local terminal and transportation companies for acquisition and expansion opportunities. Some of these competitors are substantially larger than us and have greater financial resources and lower costs of capital than we do.

Significant Customer Relationships

We derive revenue from our terminal and pipeline transportation operations by charging fees for providing integrated terminaling, transportation and related services. We have several significant customer relationships that made up 79% of the total revenue for the year ended December 31, 2019. These relationships include: NGL Energy Partners

LP, Castleton Commodities International LLC, RaceTrac Petroleum Inc., Glencore Ltd., Musket Corporation, BP, Associated Asphalt, Magellan Pipeline Company, L.P., United States Government, Valero Marketing and Supply Company, PMI Trading Ltd., Exxon Mobil Oil Corporation, World Fuel Services Corporation, Chevron Corporation, Shell, Marathon Petroleum, Freepoint and Pilot Flying J.

Industry Overview

Refined product terminaling and transportation companies, such as TransMontaigne Partners, receive, store, blend, treat and distribute foreign and domestic cargoes to and from oil refineries, wholesalers, retailers and ultimate end-users around the country. The substantial majority of the petroleum refining that occurs in the United States is concentrated in the Gulf Coast region, which necessitates the transportation of this domestic product to other areas, such as the East Coast, Florida, Southeast and Midwest regions of the country. Recently, an increased amount of domestic crude oil is being extracted throughout unconventional shale formations (i.e. Bakken, Eagle Ford, Utica, etc.). These shale formations are generally located in areas that are highly constrained in storage and transportation infrastructure; thereby offering the prospect of new growth and development for terminaling and transportation companies such as TransMontaigne Partners.

Refining. The storage and handling services of feedstocks or crude oil used in the refining process are generally handled by terminaling and transportation companies such as TransMontaigne Partners. United States based refineries refine multiple grades of feedstock or crude oil into various light refined products and heavy refined products. Light refined products include gasoline and diesel fuel, as well as propane, butane, heating oils and jet fuels. Heavy refined products include residual fuel oils for consumption in ships and power plants and asphalt. Refined products of specific grade and characteristics are substantially identical in composition from one refinery to another and are referred to as being “fungible.” The refined products are initially staged at the refinery, and then shipped out either in large “batches” via pipeline or vessel or by individual truck-loads. The refineries owned by major oil companies then schedule for delivery some of their refined product output to satisfy their own retail delivery obligations, for example, at branded gasoline stations, and sell the remainder of their refined product output to independent marketing and distribution companies or traders for resale.

Transportation. Before an independent distribution and marketing company distributes refined petroleum products into wholesale markets, it must first schedule that product for shipment by tankers, barges, railcars or on common carrier pipelines to a liquid bulk terminal.

Refined product is transported to marine terminals, such as our Gulf Coast terminals and Baton Rouge, Louisiana dock facility, by vessels or barges. Because there are economies of scale in transporting products by vessel, marine terminals with larger storage capacities for various commodities have the ability to offer their customers lower per-barrel freight costs to a greater extent than do terminals with smaller storage capacities.

Refined product reaches inland terminals, such as our Southeast and Midwest terminals, primarily by common carrier pipelines. Common carrier pipelines are pipelines with published tariffs that are regulated by the FERC or state authorities. These pipelines ship fungible refined products in multiple cycles of large batches, with each batch generally consisting of product owned by several different companies. As a batch of product is shipped on a pipeline, each terminal operator along the way draws the volume of product that is scheduled for that facility as the batch passes in the pipeline. Consequently, each terminal operator must monitor the type of product in the common carrier pipeline to determine when to draw product scheduled for delivery to that terminal. In addition, both the common carrier pipeline and the terminal operator monitor the volume of product drawn to ensure that the amount scheduled for delivery at that location is actually received. At both inland and marine terminals, the various products are stored in tanks on behalf of our customers.

Delivery. Most terminals have a tanker truck loading facility commonly referred to as a “rack.” Often, commercial and industrial end-users and independent retailers rely on independent trucking companies to pick up product at the rack and transport it to the end-user or retailer at its specified location. Each truck holds an aggregate of approximately 8,000 gallons (approximately 190 barrels) of various refined products in different compartments. To initiate the loading of product, the driver uses an access control card that identifies the customer purchasing the refined

product, the carrier and the driver as well as the type or grade of refined products to be pumped into the truck. A computerized system electronically reviews the credentials of the carrier, including insurance and certain mandated certifications, and confirms the customer is within product allocation or credit limits. When all conditions are verified as being current and correct, the system authorizes the delivery of the refined product to the truck. As refined product is being loaded into the truck, ethanol, biodiesel or additives are injected to conform to government specifications and individual customer requirements. As part of the Renewable Fuel Standard Act, ethanol and biodiesel are often blended with the refined product across the rack to create a certain “spec” of saleable product. Additionally, if a truck is loading gasoline for retail sale by an independent gasoline station, generic additives will be added to the gasoline as it is loaded into the truck. If the gasoline is for delivery to a branded retail gasoline station, the proprietary additive compound of that particular retailer will be added to the gasoline as it is loaded. The type and amount of additive are electronically and mechanically controlled by equipment located at the truck loading rack. Generally one to two gallons of additive are injected into an 8,000 gallon truckload of gasoline.

At marine terminals, the refined product stored in tanks may be delivered to tanker trucks over a rack in the same manner as at an inland terminal or be delivered onto large ships, ocean-going barges, or inland barges for delivery to various distribution points around the world. In addition, cruise ships and other vessels are fueled through a process known as “bunkering”, either at the dock, through a pipeline, or by truck or barge. Cruise ships typically purchase approximately 6,000 to 8,000 barrels, the equivalent of up to 42 tanker truckloads, of bunker fuel per refueling. Bunker fuel is a mixture of residual fuel oil and diesel fuel. Each large vessel generally requires its own mixture of bunker fuel to match the distinct characteristics of that ship’s engines and turbines. Because the mixture for each ship requires precision to mix and deliver, cruise ships often prefer to obtain their fuel from experienced terminaling companies such as TransMontaigne Partners.

Terminals and Pipeline Control Operations

The pipelines we own or operate are operated via wireless, radio and frame relay communication systems from a central control room located in Atlanta, Georgia. We also monitor activity at our terminals from this control room.

The control center operates with Supervisory Control and Data Acquisition, or SCADA, systems. Our control center is equipped with computer systems designed to continuously monitor operational data, including refined product throughput, flow rates and pressures. In addition, the control center monitors alarms and throughput balances. The control center operates remote pumps, motors and valves associated with the receipt of refined products. The computer systems are designed to enhance leak-detection capabilities, sound automatic alarms if operational conditions outside of pre-established parameters occur and provide for remote-controlled shutdown of pump stations on the pipeline. Pump stations and meter-measurement points on the pipeline are linked by high speed communication systems for remote monitoring and control. In addition, our Collins terminal contains full back-up/redundant disaster recovery systems covering all of our SCADA systems.

Safety and Maintenance

We perform preventive and normal maintenance on the pipeline and terminal systems we operate or own and make repairs and replacements when necessary or appropriate. We also conduct routine and required inspections of the pipeline and terminal tanks we operate or own as required by code or regulation. External coatings and impressed current cathodic protection systems are used to protect against external corrosion. We conduct all cathodic protection work in accordance with National Association of Corrosion Engineers standards. We continually monitor, test, and record the effectiveness of these corrosion-inhibiting systems.

We monitor the structural integrity of all of our Department of Transportation, or DOT, regulated pipeline systems. These pipeline systems include the 67-mile Razorback pipeline; a 37-mile pipeline, known as the “Pinebelt pipeline,” located in Covington County, Mississippi that transports refined petroleum liquids between our Collins and Purvis bulk storage terminal facilities; a one-mile diesel fuel pipeline, known as the Bellemeade pipeline, owned by and operated for Dominion Virginia Power Corp. in Richmond, Virginia; the Diamondback pipeline; and, until August 23, 2018, an approximately 18-mile, refined petroleum liquids pipeline in Texas, known as the “MB pipeline,” that we operated and maintained on behalf of PMI Services North America, Inc., an affiliate of PEMEX, which a third party has

since taken operatorship. The maintenance of structural integrity includes a program of integrity management that conforms to Federal and State regulations and follows industry periodic inspection and testing guidelines. Beginning in 2002, the DOT required internal inspections or other integrity testing of all DOT-regulated crude oil and refined product pipelines that affect or could affect high consequence areas, or HCA's. We believe that the pipelines we own and manage meet or exceed all DOT inspection requirements for pipelines located in the United States.

Maintenance facilities containing equipment for pipe repairs, spare parts, and trained response personnel are located along all of these pipelines. Employees participate in simulated spill deployment exercises on a regular basis. They also participate in actual spill response boom deployment exercises in planned spill scenarios in accordance with Oil Pollution Act of 1990 requirements. We believe that the pipelines we own and manage have been constructed and are maintained in all material respects in accordance with applicable federal, state, and local laws and the regulations and standards prescribed by the American Petroleum Institute, the DOT, and accepted industry practice.

At our terminals, tanks designed for gasoline storage are equipped with internal or external floating roofs or alternative vapor control devices designed to minimize emissions and prevent potentially flammable vapor accumulation between fluid levels and the roof of the tank. Our terminal facilities have all required facility response plans, spill prevention and control plans and other plans and programs to respond to emergencies.

Many of our terminal loading racks are protected with fire protection systems activated by either heat sensors or an emergency switch. Several of our terminals also are protected by foam systems that are activated in case of fire.

Safety Regulation

Regulation

We are subject to regulation by the DOT under the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, or PIPES, and comparable state statutes relating to the design, installation, testing, construction, operation, replacement and management of the pipeline facilities we operate or own. PIPES covers petroleum and petroleum products pipelines and requires any entity that owns or operates such pipeline facilities to comply with certain regulations, to permit access to and copying of records, and to make certain reports and provide information as required by the Secretary of Transportation. We believe that we are in material compliance with PIPES and the regulations promulgated thereunder.

The DOT Office of Pipeline and Hazardous Materials Safety Administration, or PHMSA, has promulgated regulations that require qualification of pipeline personnel. These regulations require pipeline operators to develop and maintain a written qualification program for individuals performing covered tasks on pipeline facilities. The intent of these regulations is to ensure a qualified work force and to reduce the probability and consequence of incidents caused by human error. The regulations establish qualification requirements for individuals performing covered tasks, and amend certain training requirements in existing regulations. We believe that we are in material compliance with these PHMSA regulations.

We also are subject to PHMSA regulations applicable to High Consequence Areas, or HCAs, for Category 2 pipeline systems (companies operating less than 500 miles of jurisdictional pipeline). These regulations specify how to assess, evaluate, repair and validate the integrity of pipeline segments that could impact populated areas, areas unusually sensitive to environmental damage and commercially navigable waterways, in the event of a release. The pipelines we own or manage are subject to these requirements. The regulations require an integrity management program that utilizes internal pipeline inspection, pressure testing, or other equally effective means to assess the integrity of pipeline segments in HCAs. The program requires periodic review of pipeline segments in HCAs to ensure adequate preventative and mitigating measures exist. Through this program, we evaluated a range of threats to each pipeline segment's integrity by analyzing available information about the pipeline segment and consequences of a failure in an HCA. The regulations require prompt action to address integrity issues raised by the assessment and analysis. We have completed baseline assessments for all segments and believe that we are in material compliance with these PHMSA regulations. In October 2019, PHMSA submitted three major rules to the Federal Register, including rules focused on: the safety of hazardous liquid pipelines, and enhanced emergency order procedures. The safety of hazardous liquid pipelines rule extended leak

detection requirements to all non-gathering hazardous liquid pipelines and requires operators to inspect affected pipelines following extreme weather events or natural disasters to address any resulting damage. This rule will take effect on July 1, 2020. The enhanced emergency procedures rule focuses on increased emergency safety measures. In particular, this rule increases the authority of PHMSA to issue an emergency order that addresses unsafe conditions or hazards that pose an imminent threat to pipeline safety. This rule took effect on December 2, 2019.

Our terminals also are subject to various state regulations regarding our storage of refined product in aboveground storage tanks. These regulations require, among other things, registration of tanks, financial assurances and inspection and testing, consistent with the standards established by the American Petroleum Institute. We have completed baseline assessments for all of the segments and believe that we are in material compliance with these aboveground storage tank regulations.

We also are subject to the requirements of the federal Occupational Safety and Health Act, or OSHA, and comparable state statutes that regulate the protection of the health and safety of workers. In addition, the OSHA hazard communication standard, the Environmental Protection Agency, or EPA, community right-to-know regulations under Title III of the Federal Superfund Amendment and Reauthorization Act, and comparable state statutes require us to organize and disclose information about the hazardous materials used in our operations. Certain parts of this information must be reported to employees, state and local governmental authorities and local citizens upon request. We believe that we are in material compliance with OSHA and state requirements, including general industry standards, record keeping requirements and monitoring of occupational exposures.

In general, we expect to increase our expenditures during the next decade to comply with higher industry and regulatory safety standards such as those described above. Although we cannot estimate the magnitude of such expenditures at this time, we do not believe that they will have a material adverse impact on our results of operations.

Environmental Matters

Our operations are subject to stringent and complex laws and regulations pertaining to health, safety and the environment. As an owner or operator of refined product terminals and pipelines, we must comply with these laws and regulations at federal, state and local levels. These laws and regulations can restrict or impact our business activities in many ways, such as:

- requiring remedial action to mitigate releases of hydrocarbons, hazardous substances or wastes caused by our operations or attributable to former operators;
- requiring capital expenditures to comply with environmental control requirements; and
- enjoining the operations of facilities deemed in non-compliance with permits issued pursuant to such environmental laws and regulations.

Failure to comply with these laws and regulations may trigger a variety of administrative, civil and criminal enforcement measures, including the assessment of monetary penalties, the imposition of remedial requirements, and the issuance of orders enjoining future operations. Certain environmental statutes impose strict, joint and several liability for costs required to cleanup and restore sites where hydrocarbons, hazardous substances or wastes have been released or disposed of. Moreover, it is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by the release of hydrocarbons, hazardous substances or other wastes into the environment.

The trend in environmental regulation is to place more restrictions and limitations on activities that may affect the environment. As a result, there can be no assurance as to the amount or timing of future expenditures that may be required for environmental compliance or remediation, and actual future expenditures may be different from the amounts we currently anticipate. We try to anticipate future regulatory requirements that may affect our operations and to plan accordingly to comply with and minimize the costs of such requirements.

We do not believe that compliance with federal, state or local environmental laws and regulations will have a material adverse effect on our business, financial position or results of operations. In addition, we believe that the various environmental activities in which we are presently engaged are not expected to materially interrupt or diminish our operational ability. We cannot assure, however, that future events, such as changes in existing laws, the promulgation of new laws, or the development or discovery of new facts or conditions will not cause us to incur significant costs. The following is a discussion of certain potential material environmental concerns that relate to our business.

Water. The Federal Water Pollution Control Act of 1972, renamed and amended as the Clean Water Act or CWA, imposes strict controls against the discharge of pollutants, including oil and its derivatives into navigable waters. The discharge of pollutants into regulated waters is prohibited except in accordance with the regulations issued by the EPA or the state. We are subject to various types of storm water discharge requirements at our terminals. The EPA and a number of states have adopted regulations that require us to obtain permits to discharge storm water run-off from our facilities. Such permits may require us to monitor and sample the effluent from our operations. The cost involved in obtaining and renewing these storm water permits is not material. We believe that we are in material compliance with effluent limitations at our facilities and with the CWA generally.

The CWA provides penalties for any discharges of petroleum products in reportable quantities and imposes substantial potential liability for the costs of removing an oil or hazardous substance spill. State laws for the control of water pollution also provide for various civil and criminal penalties and liabilities in the event of a release of petroleum or its derivatives in surface waters or into the groundwater. Spill prevention control and countermeasure requirements of federal laws require, among other things, appropriate containment be constructed around product storage tanks to help prevent the contamination of navigable waters in the event of a product tank spill, rupture or leak.

The primary federal law for oil spill liability is the Oil Pollution Act of 1990, as amended, or OPA, which addresses three principal areas of oil pollution—prevention, containment and cleanup. It applies to vessels, offshore platforms, and onshore facilities, including terminals, pipelines and transfer facilities. In order to handle, store or transport oil, facilities are required to file oil spill response plans with the United States Coast Guard, the Office of Pipeline Safety or the EPA. Numerous states have enacted laws similar to OPA. Under OPA and similar state laws, responsible parties for a regulated facility from which oil is discharged may be liable for removal costs and natural resources damages. We believe that we are in material compliance with regulations pursuant to OPA and similar state laws.

Contamination resulting from spills or releases of refined products is an inherent risk in the petroleum terminal and pipeline industry. To the extent that groundwater contamination requiring remediation exists around the facilities we own as a result of past operations, we believe any such contamination is being controlled or remedied without having a material adverse effect on our financial condition. However, such costs can be unpredictable and are site specific and, therefore, the effect may be material in the aggregate.

Air Emissions. Our operations are subject to the federal Clean Air Act, or CAA, and comparable state and local statutes. The CAA requires most industrial operations in the United States to incur ongoing expenditures to meet the air emission control standards that are developed and implemented by the EPA and state environmental agencies. These laws and regulations regulate emissions of air pollutants from various industrial sources, including our operations, and also impose various monitoring and reporting requirements. Such laws and regulations may require a facility to obtain pre-approval for the construction or modification of certain projects or facilities expected to produce air emissions or result in the increase of existing air emissions and obtain and strictly comply with air permits containing requirements.

Most of our terminaling operations require air permits. These operations generally include volatile organic compound emissions (primarily hydrocarbons) associated with truck loading activities and tank working and breathing losses. The sources of these emissions are strictly regulated through the permitting process. Such regulation includes stringent control technology and extensive permit review and periodic renewal. The cost involved in obtaining and renewing these permits is not material.

Moreover, any of our facilities that emit volatile organic compounds or nitrogen oxides and are located in ozone non-attainment areas face increasingly stringent regulations, including requirements to install various levels of control technology on sources of pollutants. We believe that we are in material compliance with existing standards and regulations pursuant to the CAA and similar state and local laws, and we do not anticipate that implementation of additional regulations will have a material adverse effect on us.

Congress and numerous states are currently considering proposed legislation directed at reducing “greenhouse gas emissions.” It is not possible at this time to predict how future legislation that may be enacted to address greenhouse gas emissions would impact our operations. We believe we are in compliance with existing federal and state greenhouse gas reporting regulations. Although future laws and regulations could result in increased compliance costs or additional operating restrictions, they are not expected to have a material adverse effect on our business, financial position, results of operations and cash flows.

Hazardous and Solid Waste. Our operations are subject to the Federal Resource Conservation and Recovery Act, as amended, or RCRA, and comparable state laws, which impose detailed requirements for the handling, storage, treatment, and disposal of hazardous and solid waste. All of our terminal facilities are classified by the EPA as Very Small Quantity Generators. Our terminals do not generate hazardous waste except in isolated and infrequent cases. At such times, only third party disposal sites which have been audited and approved by us are used. Our operations also generate solid wastes that are regulated under state law or the less stringent solid waste requirements of RCRA. We believe that we are in substantial compliance with the existing requirements of RCRA and similar state and local laws, and the cost involved in complying with these requirements is not material.

Site Remediation. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or CERCLA, also known as the “Superfund” law, and comparable state laws impose liability without regard to fault or the legality of the original conduct, on certain classes of persons responsible for the release of hazardous substances into the environment. Such classes of persons include the current and past owners or operators of sites where a hazardous substance was released, and companies that disposed or arranged for disposal of hazardous substances at offsite locations such as landfills. In the course of our operations we will generate wastes or handle substances that may fall within the definition of a “hazardous substance.” CERCLA authorizes the EPA and, in some cases, third parties to take actions in response to threats to the public health or the environment and to seek to recover from the responsible classes of persons the costs they incur. Under CERCLA, we could be subject to joint and several liability for the costs of cleaning up and restoring sites where hazardous substances have been released, for damages to natural resources and for the costs of certain health studies. We believe that we are in material compliance with the existing requirements of CERCLA.

We currently own, lease, or operate numerous properties and facilities that for many years have been used for industrial activities, including refined product terminaling operations. Hazardous substances, wastes, or hydrocarbons may have been released on or under the properties owned or leased by us, or on or under other locations where such substances have been taken for disposal. In addition, some of these properties have been operated by third parties or by previous owners whose treatment and disposal or release of hazardous substances, wastes, or hydrocarbons, was not under our control. These properties and the substances disposed or released on them may be subject to CERCLA, RCRA and analogous state laws. Under such laws, we could be required to remove previously disposed substances and wastes (including substances disposed of or released by prior owners or operators) or remediate contaminated property (including groundwater contamination, whether from prior owners or operators or other historic activities or spills).

In connection with our acquisition of the Florida (other than Pensacola), Midwest, Brownsville, Texas, River, Southeast, and Pensacola, Florida terminal and facilities, a third party agreed to indemnify us against certain potential environmental claims, losses and expenses. Based on our current knowledge, we expect that the active remediation projects subject to the benefit of this indemnification obligation are winding down and will not involve material additional claims, losses, and expenses. Nonetheless, the forgoing environmental indemnification obligations of a third party to us remain in place and were not affected by the Take-Private Transaction.

Endangered Species Act. The Endangered Species Act restricts activities that may affect endangered or threatened species or their habitats. While some of our facilities are in areas that may be designated as habitat for

endangered or threatened species, we believe that we are in substantial compliance with the Endangered Species Act. However, the discovery of previously unidentified endangered or threatened species could cause us to incur additional costs or become subject to operating restrictions or bans in the affected area.

Operational Hazards and Insurance

Our terminal and pipeline facilities may experience damage as a result of an accident or natural disaster. These hazards can cause personal injury and loss of life, severe damage to and destruction of property and equipment, pollution or environmental damage and suspension of operations. We maintain insurance of various types that we consider adequate to cover our operations, properties and loss of income at specified locations. Coverage for domestic acts of terrorism as defined in Terrorism Risk Insurance Program Reauthorization Act 2007 are covered under certain of our casualty insurance policies.

The insurance covers all of our facilities in amounts that we consider to be reasonable. The insurance policies are subject to deductibles that we consider reasonable and not excessive. Our insurance does not cover every potential risk associated with operating terminals, pipelines and other facilities. Consistent with insurance coverage generally available to the industry, our insurance policies provide limited coverage for losses or liabilities relating to pollution, with broader coverage for sudden and accidental occurrences.

Tariff Regulation

The Razorback pipeline, which runs between Mount Vernon, Missouri and Rogers, Arkansas and the Diamondback pipeline, which runs between Brownsville, Texas and the US/Mexico border, transport petroleum products subject to regulation by the FERC under the Interstate Commerce Act and the Energy Policy Act of 1992 and rules and orders promulgated under those statutes. We expect to recommission the Diamondback Pipeline and resume operations on both the 8" pipeline, providing gasoline service thereon, and the previously idle 6" pipeline, providing diesel service thereon, by the end of the second quarter of 2020, and have previously filed revised tariffs with the FERC to support such activities. FERC regulation requires that the rates of pipelines providing interstate service, such as the Razorback and Diamondback pipelines, be filed at FERC and posted publicly, and that these rates be "just and reasonable" and nondiscriminatory. Rates are currently regulated by the FERC primarily through an index methodology, whereby a pipeline is allowed to change its rates based on the change from year to year in the Producer Price Index for Finished Goods (PPI-FG), plus a 1.23 percent adjustment for the five-year period beginning July 1, 2016. In the alternative, interstate pipeline companies may elect to support rate filings by using a cost-of-service methodology, competitive market showings, or actual agreements (that is, negotiated rates agreements) between shippers and the oil pipeline company. The current rates charged by our Razorback and, upon the recommencement of service, our Diamondback pipelines are negotiated rates that were established via agreement with non-affiliated shippers, and are not established via an index methodology or via a cost-of-service methodology.

Index-Rate Methodology. On October 20, 2016, the FERC issued an Advanced Notice of Proposed Rulemaking (ANOPR) to consider modifications to its current policies for evaluating pipeline index rate changes for the purpose of ensuring that index rate increases do not cause pipeline revenues to substantially deviate from costs. Specifically, FERC is considering the following changes to their current indexing methodologies for pipelines that utilize index rate changes: (A) deny index increases to rates for any pipeline whose FERC Form No. 6, Page 700 revenues exceed costs by fifteen percent for both of the prior two years; (B) deny index increases to rates that exceed by five percent the cost changes reported on Page 700; and (C) apply these reforms to costs more closely associated with the proposed indexed rate rather than total company-wide cost and revenue data currently reported on Page 700. Comments were filed in 2017. However, FERC has not taken action to date. As a result, it is uncertain what, if any, impact these proposed regulatory changes may have on pipelines that utilize index rate changes, or whether the proposal will be modified or even adopted all.

Cost-of-Service Methodology. Formerly, FERC policy permitted interstate pipelines, including those owned by master limited partnerships (MLPs), to include an income tax allowance in their cost of service used to calculate cost-based transportation rates to reflect the actual or potential income tax liability attributable to their public utility income, regardless of the form of ownership. On July 1, 2016, in *United Airlines, Inc. v FERC*, the United States Court of

Appeals for the District of Columbia Circuit (D.C. Circuit) vacated a pair of FERC orders to the extent they permitted an interstate refined petroleum products pipeline owned by a MLP to include an income tax allowance in its cost-of-service-based rates. In that case, interstate shippers argued that FERC's discounted cash flow methodology provides for a sufficient after-tax return on equity (ROE) to attract investment in partnerships not taxed at the partnership level. The shippers claimed that the combination of the ROE allowed by FERC, based in part on the equity returns of entities taxed as corporations, and FERC's tax allowance policy resulted in "double recovery" of taxes by the partners in the partnership in that case. The D.C. Circuit agreed, finding that FERC failed to provide sufficient evidence that granting the tax allowance to the pipeline partnership would not result in double recovery. The D.C. Circuit remanded the case to FERC, ordering FERC to demonstrate that the allowance does not permit double recovery, remove any instances of duplicative recovery or develop a new methodology for ratemaking that does not result in double recovery. On December 15, 2016, FERC issued a Notice of Inquiry seeking advice from energy industry participants on how to address the potential for over-recovery of income tax costs from MLPs under FERC's current ratemaking policy. Initial comments were due March 8, 2017, and reply comments were due April 7, 2017. On March 15, 2018, FERC issued a Revised Policy Statement on Treatment of Income Taxes in which FERC found that an impermissible double recovery results from granting an MLP pipeline both an income tax allowance and an ROE pursuant to FERC's discounted cash flow methodology. FERC revised its previous policy, stating that it would no longer permit an MLP pipeline to recover an income tax allowance in its cost of service. FERC stated it will address the application of the *United Airlines, Inc. v. FERC* decision to non-MLP partnership forms as those issues arise in subsequent proceedings. FERC will also apply the revised Policy Statement and the Tax Cuts and Jobs Act of 2017 to initial pipeline cost-of-service rates and cost-of-service rate changes on a going-forward basis under FERC's existing ratemaking policies, including cost-of-service rate proceedings resulting from shipper-initiated complaints. On July 18, 2018, FERC dismissed requests for rehearing and clarification of the March 15, 2018 Revised Policy Statement, but provided further guidance, clarifying that a pass-through entity will not be precluded in a future proceeding from arguing and providing evidentiary support that it is entitled to an income tax allowance and demonstrating that its recovery of an income tax allowance does not result in a double recovery of investors' income tax costs. On February 21, 2019, FERC issued its first order (*Trailblazer Pipeline Company LLC*) addressing how its Revised Policy Statement on Treatment of Income Taxes applies to a pipeline organized as a pass-through entity that is not an MLP in a Natural Gas Act section 4 rate case proceeding. In *Trailblazer*, FERC issued preliminary findings that *United Airlines* likely precludes an income tax allowance for owners of a pipeline that are taxed as individuals, while it may permit an income tax allowance for those owners taxed as corporations. Although FERC's findings are preliminary and subject to further proceedings before an administrative law judge, its *Trailblazer* order suggests that FERC may extend its Revised Policy Statement on Treatment of Income Taxes to other types of pass-through entities that were not addressed in *United Airlines*. On March 21, 2019, following the decision of the D.C. Circuit in *Emera Maine v. Federal Energy Regulatory Commission*, FERC issued a Notice of Inquiry regarding its policy for determining ROE. FERC specifically sought information and stakeholder views to help FERC explore whether, and if so, how it should modify its policies concerning the determination of ROE to be used in designing jurisdictional rates charged by public utilities. FERC also expressly sought comment on whether any changes to its policies concerning public utility ROEs should be applied to interstate natural gas and oil pipelines. Initial comments were due by June 26, 2019, and reply comments were due by July 26, 2019. FERC has not taken any further action with respect to the Notice of Inquiry as of this time.

Negotiated Rates. The current rates charged by the Razorback pipeline and, upon recommencement of service, the Diamondback pipeline, are negotiated rates that were established via agreement with non-affiliated shippers, and are not index rates or cost-of-service rates. Therefore, while we continue to monitor FERC's policy changes, we do not expect such changes to have an adverse impact on the rates charged by the Razorback and Diamondback pipelines.

The FERC generally has not investigated interstate oil pipeline rates on its own initiative when those rates have not been the subject of a protest or a complaint by a shipper. A shipper or other party having a substantial economic interest in our rates could, however, challenge our rates. In response to such challenges, the FERC could investigate our rates and require us to modify the amounts charged. In the absence of a challenge to our rates, given our ability to utilize either filed rates as annually indexed or to utilize rates tied to cost of service methodology, competitive market showing, or actual agreements between shippers and us, we do not believe that FERC's regulations governing oil pipeline ratemaking would have any negative material monetary impact on us unless the regulations were substantially modified in such a manner so as to effectively prevent a pipeline company's ability to earn a fair return for the shipment of petroleum products utilizing its transportation system, which we believe to be an unlikely scenario.

In addition to being regulated by the FERC, we are required to maintain a Presidential Permit from the United States Department of State to operate and maintain the Diamondback pipeline, because the pipeline transports petroleum products across the international boundary line between the United States and Mexico. The Department of State's regulations do not affect our rates but do require the agency's approval for the international crossing. We do not believe that these regulations would have any negative material monetary impact on us unless the regulations were substantially modified, which we believe to be an unlikely scenario.

Title to Properties

The Razorback and Diamondback pipelines are generally constructed on easements and rights-of-way granted by the apparent record owners of the property and in some instances these grants are revocable at the election of the grantor. Several rights-of-way for the Razorback pipeline and other real property assets are shared with other pipelines and other assets owned by third parties. In many instances, lands over which rights-of-way have been obtained are subject to prior liens that have not been subordinated to the right-of-way grants. We have obtained permits from public authorities to cross over or under, or to lay facilities in or along, watercourses, county roads, municipal streets, and state highways and, in some instances, these permits are revocable at the election of the grantor. We have also obtained permits from railroad companies to cross over or under lands or rights-of-way, many of which are also revocable at the grantor's election. In some cases, property for pipeline purposes was purchased in fee.

Some of the leases, easements, rights-of-way, permits, licenses and franchise ordinances transferred to us will require the consent of the grantor to transfer these rights, which in some instances is a governmental entity. We have obtained sufficient third-party consents, permits, and authorizations for the transfer of the facilities necessary for us to operate our business in all material respects as described in this Annual Report. With respect to any consents, permits, or authorizations that have not been obtained, we believe that these consents, permits, or authorizations will be obtained, or that the failure to obtain these consents, permits, or authorizations would not have a material adverse effect on the operation of our business.

We believe that we have satisfactory title to all of our assets. Although title to these properties is subject to encumbrances in some cases, such as customary interests generally retained in connection with acquisition of real property, liens that can be imposed in some jurisdictions for government-initiated action to cleanup environmental contamination, liens for current taxes and other burdens, and easements, restrictions and other encumbrances to which the underlying properties were subject at the time of our acquisition, we believe that none of these burdens should materially detract from the value of these properties or from our interest in these properties or should materially interfere with their use in the operation of our business.

Employees

Effective June 1, 2019, TLP Finance contributed all of the issued and outstanding equity of its wholly-owned subsidiary, TLP Management Services LLC ("TMS" and such interest, the "TMS Interest") to the Company, and the Company immediately contributed the TMS Interest to its 100% owned operating company subsidiary TransMontaigne Operating Company L.P. (the "TMS Contribution"). Prior to the TMS Contribution, we had no employees and all of our management and operational activities were provided by TMS. Further, TMS provided all payroll programs and maintained all employee benefits programs on behalf of our Company with respect to applicable TMS employees (as well as on behalf of certain other ArcLight affiliates). As a result of the TMS Contribution, we have assumed the employees and operational activities previously provided by TMS, except for our executive officers as further described below.

Following the TMS Contribution, our executive officers who provide services to the Company are employed by TMC, a wholly owned subsidiary of ArcLight, which also provides services to certain other ArcLight affiliates. Nonetheless, TMS continues to provide certain payroll functions and maintains all employee benefits programs on behalf of TMC pursuant to a services agreement between TMC and TMS.

As of March 11, 2020, we had approximately 533 employees. As of March 11, 2020, none of our employees or any TMC employees (and our officers) who provide services directly to us were covered by a collective bargaining agreement.

Available Information

We file annual, quarterly, and current reports, and other documents with the SEC under the Securities Exchange Act of 1934. The SEC maintains an Internet website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The public can obtain any documents that we file at <http://www.sec.gov>.

In addition, our annual reports on Form 10-K, as well as our quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to all of the foregoing reports, are made available free of charge on or through the “Investor” section of our website at www.transmontaignepartners.com as soon as reasonably practicable after such reports are electronically filed with or furnished to the SEC.

ITEM 1A. RISK FACTORS

Our business, operations and financial condition are subject to various risks. You should carefully consider the following risk factors together with all of the other information set forth in this Annual Report, including the matters addressed under “Cautionary Statement Regarding Forward-Looking Statements,” in connection with any investment in our securities. If any of the following risks actually occurs, our business, financial condition, results of operations or cash flows could be materially adversely affected, which could result in investors in our securities losing all or part of their investment.

Risks Inherent in Our Business

We depend upon a relatively small number of customers for a substantial majority of our revenue. A substantial reduction of revenue from one or more of these customers would have a material adverse effect on our financial condition and results of operations.

We expect to derive a substantial majority of our revenue from a small number of significant customers for the foreseeable future. Events that adversely affect the business operations of any one or more of our significant customers may adversely affect our financial condition or results of operations. Therefore, we are indirectly subject to the business risks of our significant customers, many of which are similar to the business risks we face. For example, a material decline in refined petroleum product supplies available to our customers, or a significant decrease in our customers’ ability to negotiate marketing contracts on favorable terms, could result in a material decline in the use of our tank capacity or throughput of product at our terminal facilities, which would likely cause our revenue and results of operations to decline. In addition, if any of our significant customers were unable to meet their contractual commitments to us for any reason, then our revenue and cash flow would decline.

We are exposed to the credit risks of our significant customers which could affect our creditworthiness. Any material nonpayment or nonperformance by such customers could also adversely affect our financial condition and results of operations.

We have various credit terms with virtually all of our customers, and our customers have varying degrees of creditworthiness. Although we evaluate the creditworthiness of each of our customers, we may not always be able to fully anticipate or detect deterioration in their creditworthiness and overall financial condition, which could expose us to risks of loss resulting from nonpayment or nonperformance by our significant customers. Some of our significant customers may be highly leveraged and subject to their own operating and regulatory risks. Any material nonpayment or nonperformance by our significant customers could require us to pursue substitute customers for our affected assets or provide alternative services. There can be no assurance that any such efforts would be successful or would provide similar revenue. These events could adversely affect our financial condition and results of operations.

Our continued expansion programs may require access to additional capital. Tightened capital markets or more expensive capital could impair our ability to maintain or grow our operations.

Our primary liquidity needs are to fund our approved capital projects and future expansion. Our revolving credit facility provides for a maximum borrowing line of credit equal to \$850 million. At December 31, 2019, our outstanding borrowings were \$350.7 million. At December 31, 2019, the capital expenditures to complete the approved additional investments and expansion capital projects are estimated to be approximately \$75 million. We expect to fund our future investments and expansion capital expenditures with additional borrowings under our revolving credit facility. If we cannot obtain adequate financing to complete the approved investments and capital projects while maintaining our current operations, we may not be able to continue to operate our business as it is currently conducted.

Moreover, our long term business strategies include acquiring additional energy-related terminaling and transportation facilities and further expansion of our existing terminal capacity. We will need to raise additional funds to grow our business and implement these strategies. We anticipate that such additional funds would be raised through equity contributions from ArcLight or debt financings. Any equity contributions or debt financing, if available at all, may not be on terms that are favorable to us. Limitations on our access to capital could result from events or causes beyond our control, and could include, among other factors, significant increases in interest rates, increases in the risk premium required by investors, generally or for investments in energy-related companies, decreases in the availability of credit or the tightening of terms required by lenders. If we cannot obtain adequate financing, we may not be able to fully implement our business strategies, and our business, results of operations and financial condition would be adversely affected.

Our debt levels may limit our flexibility in obtaining additional financing and in pursuing other business opportunities.

As of December 31, 2019, we had total long-term debt of \$644.2 million and we had an unused borrowing base availability of \$499.3 million under our revolving credit facility. Our level of debt could have important consequences to us. For example our level of debt could:

- impair our ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes;
- require us to dedicate a substantial portion of our cash flow to make principal and interest payments on our debt, reducing the funds that would otherwise be available for operations and future business opportunities;
- make us more vulnerable to competitive pressures, changes in interest rates or a downturn in our business or the economy generally; or
- limit our flexibility in responding to changing business and economic conditions.

If our operating results are not sufficient to service our current or future indebtedness, we will be forced to take actions such as reducing or delaying our business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing our debt or seeking additional equity capital. We may not be able to affect any of these actions on satisfactory terms, or at all.

Restrictive covenants in our revolving credit facility, the indenture governing our senior notes and future debt instruments may limit our ability to respond to changes in market conditions or pursue business opportunities.

Our revolving credit facility and the indenture governing our senior notes contain, and the terms of any future indebtedness may contain, restrictive covenants that limit our ability to, among other things:

- incur or guarantee additional debt;
- make distributions under certain circumstances;
- make certain investments and acquisitions;

- incur certain liens or permit them to exist;
- enter into certain types of transactions with affiliates;
- merge or consolidate with another company; and
- transfer, sell or otherwise dispose of assets.

Our revolving credit facility also contains covenants requiring us to maintain certain financial ratios and tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and there is no assurance that that we will meet any such ratios and tests.

The provisions of our revolving credit facility may affect our ability to obtain future financing and pursue attractive business opportunities and our flexibility in planning for, and reacting to, changes in business conditions. In addition, a failure to comply with the provisions of our revolving credit facility could result in a default or an event of default that could enable our lenders to declare the outstanding principal of that debt, together with accrued and unpaid interest, to be immediately due and payable. If the payment of our debt is accelerated, our assets may be insufficient to repay such debt in full, and our security-holders could experience a partial or total loss of their investment. Please read “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.”

We may incur substantial additional indebtedness, which could further exacerbate the risks that we may face.

Subject to the restrictions in the instruments governing our outstanding indebtedness (including our revolving credit facility and senior notes), we may incur substantial additional indebtedness (including secured indebtedness) in the future. Although the instruments governing our outstanding indebtedness do contain restrictions on the incurrence of additional indebtedness, these restrictions will be subject to waiver and a number of significant qualifications and exceptions, and indebtedness incurred in compliance with these restrictions could be substantial. As of December 31, 2019, we had additional borrowing capacity of \$499.3 million under our revolving credit facility, all of which would be secured if borrowed.

Any increase in our level of indebtedness will have several important effects on our future operations, including, without limitation:

- we will have additional cash requirements in order to support the payment of interest on our outstanding indebtedness;
- increases in our outstanding indebtedness and leverage will increase our vulnerability to adverse changes in general economic and industry conditions, as well as to competitive pressure; and
- depending on the levels of our outstanding indebtedness, our ability to obtain additional financing for working capital, capital expenditures and general company purposes may be limited.

The obligations of our customers under their terminaling services agreements may be reduced or suspended in some circumstances, which would adversely affect our financial condition and results of operations.

Our agreements with our customers provide that, if any of a number of events occur, which we refer to as events of force majeure, and the event renders performance impossible with respect to a facility, usually for a specified minimum period of days, our customer’s obligations would be temporarily suspended with respect to that facility. Force majeure events include, but are not limited to, wars, acts of enemies, embargoes, import or export restrictions, strikes, lockouts, acts of nature, including fires, storms, floods, hurricanes, explosions and mechanical or physical failures of our equipment or facilities or those of third parties. In the event of a force majeure, a significant customer’s minimum revenue commitment may be reduced or the contract may be subject to termination. As a result, our revenue and results of operations could be materially adversely affected.

A significant portion of our operations are conducted through joint ventures, over which we do not maintain full control and which have unique risks.

A significant portion of our operations are conducted through joint ventures. We are entitled to appoint a member to the BOSTCO board of managers and maintain certain rights of approval over significant changes to, or expansion of, BOSTCO's business, however Kinder Morgan serves as the operator of BOSTCO and is responsible for its day-to-day operations. Although we serve as the operator of Frontera, there are restrictions and limitations on our authority to take certain material actions absent the consent of our joint venture partner. With respect to our existing joint ventures, we share ownership with partners that may not always share our goals and objectives. Differences in views among the partners may result in delayed decisions or failures to agree on major matters, such as large expenditures or contractual commitments, the construction of assets or borrowing money, among others. Delay or failure to agree may prevent action with respect to such matters, even though such action may not serve our best interest or that of the joint venture. Accordingly, delayed decisions and disagreements could adversely affect the business and operations of the joint ventures and, in turn, our business and operations. From time to time, our joint ventures may be involved in disputes or legal proceedings which may negatively affect our investments. Accordingly, any such occurrences could adversely affect our financial condition, operating results and cash flows.

Competition from other terminals and pipelines that are able to supply our customers with storage capacity at a lower price could adversely affect our financial condition and results of operations.

We face competition from other terminals and pipelines that may be able to supply our customers with integrated terminaling services on a more competitive basis. We compete with national, regional and local terminal and pipeline companies, including the major integrated oil companies, of widely varying sizes, financial resources and experience. Our ability to compete could be harmed by factors we cannot control, including:

- price competition from terminal and transportation companies, some of which are substantially larger than us and have greater financial resources and control substantially greater product storage capacity, than we do;
- the perception that another company may provide better service; and
- the availability of alternative supply points or supply points located closer to our customers' operations.

In addition, our affiliates, including ArcLight, may engage in competition with us. If we are unable to compete with services offered by our competitors, including ArcLight and its affiliates, it could have a material adverse effect on our financial condition, results of operations and cash flows.

Many of our terminal facilities are connected to, and rely on, pipelines owned and operated by third parties for the receipt and distribution of refined petroleum products, and such pipeline operators may compete with us, make changes to their transportation service offerings or their pipeline tariffs, or suffer outages or reduced product transportation, which in each case would adversely affect our financial condition and results of operations.

Our Southeast facilities include 22 refined product terminals located along the Plantation and Colonial pipeline systems and primarily receive products from Plantation and Colonial on behalf of our customers. In addition, the Collins terminal receives from, delivers to, and transfers refined petroleum products between the Colonial and Plantation pipeline systems. In these instances, we depend on our terminals' connections to such petroleum pipelines owned and operated by third parties to supply our terminal facilities. Our ability to compete in a particular terminal market could be harmed by factors we cannot control, including changes in pipeline service offerings at one or more of our terminals or changes in pipeline tariffs that make alternative third party terminal locations or different transportation options more attractive to our current or prospective customers.

The FERC regulates the rates the pipeline operators can charge, and the terms and conditions they can offer, for interstate transportation service on refined products pipelines that connect to our terminals. Generally, petroleum products pipelines may change their rates within prescribed levels, which could lead our current or prospective

customers to seek alternative delivery methods or destinations. Moreover, we cannot control or predict the amount of refined petroleum products that our customers are able to transport on the third party pipelines connecting into our terminals. The level of throughput on these pipelines can be impacted by a number of factors, including the quality or quantity of refined product produced, pipeline outages or interruptions due to weather-related or other natural causes, competitive forces, testing, line repair, damage, reduced operating pressures or other causes any of which could negatively impact our customers' shipments to our terminals. As a result our revenue, results of operations and cash flows could be materially adversely affected.

Any acquisitions we make are subject to substantial risks, which could adversely affect our financial condition and results of operations.

Any acquisition involves potential risks, including risks that we may:

- fail to realize anticipated benefits, such as cost-savings or cash flow enhancements;
- decrease our liquidity by using a significant portion of our available cash or borrowing capacity to finance acquisitions;
- significantly increase our interest expense or financial leverage if we incur additional debt to finance acquisitions;
- encounter difficulties operating in new geographic areas or new lines of business;
- be unable to secure adequate customer commitments to use the acquired systems or facilities;
- incur or assume unanticipated liabilities, losses or costs associated with the business or assets acquired for which we are not indemnified or for which the indemnity is inadequate;
- be unable to hire, train or retain qualified personnel to manage and operate our growing business and assets;
- be unable to successfully integrate the assets or businesses we acquire;
- less effectively manage our historical assets because of the diversion of management's attention; or
- incur other significant charges, such as impairment of goodwill or other intangible assets, asset devaluation or restructuring charges.

If any acquisitions we ultimately consummate result in one or more of these outcomes, our financial condition and results of operations may be adversely affected.

Expanding our business by constructing new facilities subjects us to risks that the project may not be completed on schedule and that the costs associated with the project may exceed our estimates or budgeted costs, which could adversely affect our financial condition and results of operations.

The construction of additions or modifications to our existing terminal and transportation facilities, and the construction of new terminals and pipelines, involves numerous regulatory, environmental, political, legal and operational uncertainties beyond our control and requires the expenditure of significant amounts of capital. If we undertake these projects, they may not be completed on schedule or at all and may exceed the budgeted cost. If we experience material cost overruns, we would have to finance these overruns using cash from operations, delaying other planned projects, incurring additional indebtedness or obtaining additional equity. Any or all of these methods may not be available when needed or may adversely affect our future results of operations and cash flows. Moreover, our revenue may not increase immediately upon the expenditure of funds on a particular project. For instance, if we construct additional storage capacity, the construction may occur over an extended period of time, and we will not receive any material increases in revenue until the project is completed. Moreover, we may construct additional storage capacity to capture anticipated future growth in consumption of products in a market in which such growth does not materialize.

Adverse economic conditions periodically result in weakness and volatility in the capital markets, that may limit, temporarily or for extended periods, the ability of one or more of our significant customers to secure financing arrangements adequate to purchase their desired volume of product, which could reduce use of our tank capacity and throughput volumes at our terminal facilities and adversely affect our financial condition and results of operations.

Domestic and international economic conditions affect the functioning of capital markets and the availability of credit. Adverse economic conditions periodically result in weakness and volatility in the capital markets, which in turn can limit, temporarily or for extended periods, the credit available to various enterprises, including those involved in the supply and marketing of refined products. As a result of these conditions, some of our customers may suffer short or long-term reductions in their ability to finance their supply and marketing activities, or may voluntarily elect to reduce their supply and marketing activities in order to preserve working capital. A significant decrease in our customers' ability to secure financing arrangements adequate to support their historic refined product throughput volumes could result in a material decline in the use of our tank capacity or the throughput of refined product at our terminal facilities. We may not be able to generate sufficient additional revenue from third parties to replace any shortfall in revenue from our current customers, which would likely cause our revenue, results of operations and cash flows to decline.

Our business involves many hazards and operational risks, including adverse weather conditions, which could cause us to incur substantial liabilities and increased operating costs.

Our operations are subject to the many hazards inherent in the terminaling and transportation of products, including:

- leaks or accidental releases of products or other materials into the environment, whether as a result of human error or otherwise;
- extreme weather conditions, such as hurricanes, tropical storms and rough seas, which are common along the Gulf Coast, and earthquakes, which are common along the West Coast;
- explosions, fires, accidents, mechanical malfunctions, faulty measurement and other operating errors;
- epidemic or pandemic diseases; or
- acts of terrorism or vandalism.

If any of these events were to occur, we could suffer substantial losses because of personal injury or loss of life, severe damage to and destruction of storage tanks, pipelines and related property and equipment, and pollution or other environmental damage resulting in curtailment or suspension of our related operations and potentially substantial unanticipated costs for the repair or replacement of property and environmental cleanup. In addition, if we suffer accidental releases or spills of products at our terminals or pipelines, we could be faced with material third-party costs and liabilities, including those relating to claims for damages to property and persons and governmental claims for natural resource damages or fines or penalties for related violations of environmental laws or regulations. We are not fully insured against all risks to our business and if losses in excess of our insurance coverage were to occur, they could have a material adverse effect on our operations. Furthermore, events like hurricanes can affect large geographical areas which can cause us to suffer additional costs and delays in connection with subsequent repairs and operations because contractors and other resources are not available, or are only available at substantially increased costs following widespread catastrophes.

We are not fully insured against all risks incident to our business, and could incur substantial liabilities as a result.

We may not be able to maintain or obtain insurance of the type and amount we desire at reasonable rates. As a result of market conditions, premiums and deductibles for certain of our insurance policies have increased substantially, and could escalate further. In some instances, certain insurance could become unavailable or available only for reduced amounts of coverage. For example, our insurance carriers require broad exclusions for losses due to terrorist acts. If we were to incur a significant liability for which we were not fully insured, it could have a material adverse effect on our

financial condition. In accordance with typical industry practice, we do not have any property or title insurance on the Razorback and Diamondback pipelines.

Our insurance policies each contain caps on the insurer's maximum liability under the policy, and claims made by us are applied against the caps. In the event we reach the cap, we would seek to acquire additional insurance in the marketplace; however, we can provide no assurance that such insurance would be available or if available, at a reasonable cost.

A significant decrease in demand for refined products due to alternative fuel sources, new technologies or adverse economic conditions may cause one or more of our significant customers to reduce their use of our tank capacity and throughput volumes at our terminal facilities, which would adversely affect our financial condition and results of operations.

Market uncertainties, adverse economic conditions or lack of consumer confidence resulting in lower consumer spending on gasolines, distillates and travel, and high prices of refined products may cause a reduction in demand for refined products, which could result in a material decline in the use of our tank capacity or throughput of product at our terminal facilities. Additionally, the volatility in the price of refined products may render our customers' hedging activities ineffective, which could cause one or more of our significant customers to decrease their supply and marketing activities in order to reduce their exposure to price fluctuations.

Additional factors that could lead to a decrease in market demand for refined products include:

- an increase in the market price of crude oil that leads to higher refined product prices;
- higher fuel taxes or other governmental or other regulatory actions that increase, directly or indirectly, the cost of gasolines or other refined products;
- a shift by consumers to more fuel-efficient or alternative fuel vehicles or an increase in fuel economy, whether as a result of technological advances by manufacturers, pending legislation proposing to mandate higher fuel economy or otherwise;
- an increase in the use of alternative fuel sources, such as ethanol, biodiesel, fuel cells and solar, electric and battery-powered engines; or
- events that impact global market demand in a way that is not presently possible to predict, including impacts from global health epidemics and concerns, such as the coronavirus (COVID-19).

Mergers between our existing customers and our competitors could provide strong economic incentives for the combined entities to utilize their existing systems instead of ours in those markets where the systems compete. As a result, we could lose some or all of the volumes and associated revenues from these customers and we could experience difficulty in replacing those lost volumes and revenues.

Because most of our operating costs are fixed, any decrease in throughput volumes at our terminal facilities, would likely result not only in a decrease in our revenue, but also a decline in cash flow of a similar magnitude, which would adversely affect our results of operations, financial position and cash flows.

We could be negatively impacted by the recent outbreak of coronavirus (COVID-19).

In light of the uncertain and rapidly evolving situation relating to the spread of the coronavirus (COVID-19), this public health concern could pose a risk to our employees, our customers, our vendors and the communities in which we operate, which could negatively impact our business. The extent to which the coronavirus (COVID-19) may impact our business will depend on future developments, which are highly uncertain and cannot be predicted at this time. We may experience, among other impacts, (a) customer shutdowns to prevent spread of the virus, which could, among other things, have an impact on any excess throughput or ancillary services we might otherwise provide for our customers, and (b) limitations on our ability to execute on our business plan, including as a result of employee impacts from illness or school closures and other community response measures, all of which could adversely affect our business, financial condition and results of operations. We continue to monitor the situation, have actively implanted policies and practices to address the situation, and may adjust our current policies and practices as more information and guidance become available.

Cyber-attacks that circumvent our security measures and other breaches of our information technology systems could disrupt our operations and result in increased costs.

We utilize information technology systems to operate our assets and manage our businesses. A cyber-attack or other security breach of our information technology systems could result in a breach of critical operational or financial controls and lead to a disruption of our operations, commercial activities or financial processes, including as a result of attempts to seek ransom from the Company. Additionally, we rely on third-party systems that could also be subject to cyber-attacks or security breaches, and the failure of which could have a significant adverse effect on the operation of our assets. We and the operators of the third-party systems on which we depend may not have the resources or technical sophistication to anticipate or prevent every emerging type of cyber-attack, and such an attack, or the additional security measures undertaken to prevent such an attack, could adversely affect our results of operations, financial position or cash flows.

In addition, we collect and store sensitive data, including our proprietary business information and information about our customers, suppliers and other counterparties, and personally identifiable information of our employees and of certain employees of TMC, on our information technology networks. Despite our security measures, our information technology and infrastructure may be vulnerable to cyber-attacks or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored therein could be accessed, publicly disseminated, lost or stolen. Any such access, dissemination or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties or could disrupt our operations, any of which could adversely affect our results of operations, financial position or cash flows.

We could also face attempts to obtain unauthorized access to our information technology systems, proprietary business information, and information about our customers by targeting acts of deception against individuals with legitimate access to physical locations or information. We regularly remind our officers and the employees providing services to the Company of these risks, and we annually update our executive team as to current and evolving risks relating to a variety of cyber-attacks; however, these efforts are not guaranteed to prevent the effectiveness of these cyber-attacks or any losses that may arise as a result thereof.

Because of our lack of asset diversification, adverse developments in our terminals or pipeline operations could adversely affect our revenue and cash flows.

We rely exclusively on the revenue generated from our terminals and pipeline operations. Because of our lack of diversification in asset type, an adverse development in these businesses would have a significantly greater impact on our financial condition and results of operations than if we maintained more diverse assets.

Our operations are subject to governmental laws and regulations relating to the protection of the environment that may expose us to significant costs and liabilities.

Our business is subject to the jurisdiction of numerous governmental agencies that enforce complex and stringent laws and regulations with respect to a wide range of environmental, safety and other regulatory matters. We could be adversely affected by increased costs resulting from stricter pollution control requirements or liabilities resulting from non-compliance with required operating or other regulatory permits. New environmental laws and regulations might adversely impact our activities, including the transportation, storage and distribution of petroleum products. Federal, state and local agencies also could impose additional safety requirements, any of which could affect our profitability. Furthermore, our failure to comply with environmental or safety related laws and regulations also could result in the assessment of administrative, civil and criminal penalties, the imposition of investigatory and remedial obligations and even the issuance of injunctions that restrict or prohibit the performance of our operations.

Federal, state and local agencies also have the authority to prescribe specific product quality specifications of refined products. Changes in product quality specifications or blending requirements could reduce our throughput volume, require us to incur additional handling costs or require capital expenditures. For example, different product specifications for different markets impact the fungibility of the products in our system and could require the construction of additional storage. If we are unable to recover these costs through increased revenues, our cash flows could be adversely affected.

Terrorist attacks, and the threat of terrorist attacks, have resulted in increased costs to our business. Continued hostilities in the Middle East or other sustained military campaigns may adversely impact our cash flows.

The long-term impact of terrorist attacks, such as the attacks that occurred on September 11, 2001, and the threat of future terrorist attacks, on the energy transportation industry in general, and on us in particular, is impossible to predict. Increased security measures that we have taken as a precaution against possible terrorist attacks have resulted in increased costs to our business. Uncertainty surrounding continued hostilities in the Middle East or other sustained military campaigns may affect our operations in unpredictable ways, including the possibility that infrastructure facilities could be direct targets of, or indirect casualties of, an act of terrorism.

Many of our storage tanks and portions of our pipeline system have been in service for several decades that could result in increased maintenance or remediation expenditures, which could adversely affect our results of operations and our cash flows.

Our pipeline and storage assets are generally long-lived assets. As a result, some of those assets have been in service for many decades. The age and condition of these assets could result in increased maintenance or remediation expenditures. Any significant increase in these expenditures could adversely affect our results of operations, financial position and cash flows.

In the event we are required to refinance our existing debt in unfavorable market conditions, we may have to pay higher interest rates and be subject to more stringent financial covenants, which could adversely affect our results of operations.

Our revolving credit facility matures in March 2022, and our senior notes mature in February 2026. At December 31, 2019, we had outstanding borrowings under our revolving credit facility of \$350.7 million and outstanding senior notes of \$300 million, respectively. Our revolving credit facility provides that we pay interest on outstanding balances at interest rates based on market rates plus specified margins, ranging from 1.75% to 2.75% depending on the total leverage ratio in the case of loans with interest rates based on LIBOR, or ranging from 0.75% to 1.75% depending on the total leverage ratio in the case of loans with interest rates based on the base rate. We pay a fixed 6.125% interest rate on our senior notes. In the event we are required to refinance our revolving credit facility or our senior notes in unfavorable market conditions, we may have to pay interest at higher rates and may be subject to more stringent financial covenants than we have today, which could adversely affect our results of operations.

Additionally, on July 27, 2017, the U.K. Financial Conduct Authority (the authority that regulates LIBOR) announced that it would no longer persuade or compel contributing banks to submit rates for the calculation of LIBOR after 2021. It is unclear whether new methods of calculating LIBOR will be established such that it continues to exist after 2021. If the agent under our revolving credit facility, Wells Fargo, determines (among other things) that LIBOR may no longer be available or may no longer be an appropriate reference rate upon which to determine the interest rates under our credit facility, loans otherwise or previously relying on LIBOR to calculate interest may be converted to loans computing interest rates based on the base rate (as adjusted, per the above), or some other replacement rate in the event that, among other reasons, the inability to use LIBOR is unlikely to be temporary or an applicable interest rate used in the credit facility is no longer a widely recognized benchmark rate for newly originated loans in the syndicated loan market in the applicable currency. The U.S. Federal Reserve, in conjunction with the Alternative Reference Rates Committee, is considering replacing U.S. dollar LIBOR with a newly created index. Changes in the method of calculating LIBOR, or the replacement of LIBOR with an alternative rate or benchmark, including with the base rate under our credit facility, may adversely affect interest rates and result in higher borrowing costs. This could materially and adversely affect the Company's results of operations, cash flows and liquidity. It is not possible to predict the effect of these changes, other reforms or the establishment of alternative reference rates in the United States or elsewhere.

Climate change legislation or regulations restricting emissions of “greenhouse gases” or setting fuel economy or air quality standards could result in increased operating costs or reduced demand for the refined petroleum products that we transport, store or otherwise handle in connection with our business.

In response to findings that emissions of carbon dioxide, methane and other greenhouse gases present an endangerment to human health and the environment, the U.S. Environmental Protection Agency (“EPA”) has adopted regulations under existing provisions of the federal Clean Air Act that, among other things, establish pre-construction and operating permit requirements for certain large stationary sources. The EPA has also adopted rules requiring the monitoring and reporting of greenhouse gas emissions from specified onshore and offshore natural gas and oil sources in the United States on an annual basis.

Although Congress has from time to time considered legislation to reduce emissions of greenhouse gases, there has not been significant activity in the form of adopted legislation to reduce greenhouse gas emissions at the federal level in recent years. In the absence of such federal climate change legislation, a number of states, including states in which we operate, have enacted or passed measures to track and reduce emissions of greenhouse gases, primarily through the planned development of greenhouse gas emission inventories and regional greenhouse gas cap-and-trade programs. Most of these cap-and-trade programs require major sources of emissions or major producers of fuels to acquire and surrender emission allowances, with the number of allowances available for purchase reduced each year until the overall greenhouse gas emission reduction goal is achieved.

In addition, in December 2015, over 190 countries, including the United States, reached an agreement to reduce global greenhouse gas emissions (the “Paris Agreement”). The Paris Agreement entered into force in November 2016 after more than 170 nations, including the United States, ratified or otherwise indicated their intent to be bound by the agreement. However, in June 2017, President Trump announced that the United States intends to withdraw from the Paris Agreement and to seek negotiations either to reenter the Paris Agreement on different terms or a separate agreement. In August 2017, the U.S. Department of State officially informed the United Nations of the United States’ intent to withdraw from the Paris Agreement. In November 2019, the United States formally initiated the withdrawal process. The United States’ adherence to the exit process and/or the terms on which the United States may re-enter the Paris Agreement or a separately negotiated agreement are unclear at this time. To the extent that the United States and other countries implement this agreement or impose other climate change regulations on the oil and natural gas industry, it could have an adverse effect on our business.

In particular, the adoption and implementation of regulations that require the reporting of greenhouse gases or otherwise limit emissions of greenhouse gases from our equipment and operations could require us to incur costs to monitor and report on greenhouse gas emissions or install new equipment to reduce emissions of greenhouse gases associated with our operations. In addition, these regulatory initiatives could drive down demand for the refined petroleum products, natural gas and other hydrocarbon products we transport, store or otherwise handle in connection with our business by

stimulating demand for alternative forms of energy that do not rely on the combustion of fossil fuels. Such decreased demand could have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, some scientists have concluded that increasing concentrations of greenhouse gases in the earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, floods and other climate events. If any such effects were to occur, they could have an adverse effect on our assets and operations.

Risks Inherent in an Investment in Us

ArcLight indirectly controls the conduct of our business and the management of our operations. ArcLight has conflicts of interest with and limited fiduciary duties to us, which may permit them to favor their own interests to our detriment.

ArcLight is our sole equity-holder. Therefore, conflicts of interest may arise between ArcLight and its affiliates and subsidiaries, on the one hand, and us, on the other hand. In resolving those conflicts of interest, ArcLight may favor its own interests and the interests of its affiliates over the interests of the Company.

These conflicts include, among others, the following potential conflicts of interest:

- ArcLight and its affiliates may engage in competition with us under certain circumstances;
- Neither our operating agreement nor any other agreement requires ArcLight or its affiliates to pursue a business strategy that favors us. This entitles ArcLight to consider only the interests and factors that it desires, and it has no duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or any other security-holder. ArcLight's directors and officers have fiduciary duties to make decisions in the best interests of ArcLight, which may be contrary to our interests or the interests of our customers;
- Our operating agreement does not restrict ArcLight from causing us to pay it or its affiliates for any services rendered to us or entering into additional contractual arrangements with any of these entities on our behalf;
- ArcLight is allowed to take into account the interests of parties other than us, such as ArcLight, or its affiliates, in resolving conflicts of interest. Specifically, in determining whether a transaction or resolution is "fair and reasonable," ArcLight may consider the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to us;
- Our officers are officers of affiliates of ArcLight, and we are managed by TLP Finance Holdings, LLC, our direct parent and a controlled subsidiary of ArcLight, and also devote significant time to the business of these entities and are compensated accordingly;
- ArcLight has limited its liability and reduced its fiduciary duties, and also has restricted the remedies available to any party for actions that, without the limitations, might constitute breaches of fiduciary duty. ArcLight will not have any liability to us for decisions made in its capacity as our sole equity-holder so long as it acted in good faith, meaning it believed that its decision was in the best interests of our company;
- ArcLight determines the amount and timing of acquisitions and dispositions, capital expenditures, borrowings, issuance of additional securities, and reserves, each of which can affect our cash flows;
- ArcLight determines the amount and timing of any capital expenditures by our company and whether a capital expenditure is a maintenance capital expenditure, which reduces operating surplus, or an expansion capital expenditure, which does not reduce operating surplus, which can affect our cash flows;
- ArcLight and its officers and directors will not be liable for monetary damages to us, our security-holders or assignees for any acts or omissions unless there has been a final and non-appealable judgment entered by

a court of competent jurisdiction determining that ArcLight or those other persons acted in bad faith or engaged in fraud or willful misconduct; or

- ArcLight decides whether to retain separate counsel, accountants or others to perform services on our behalf.

ArcLight and its affiliates may compete with us and do not have any obligation to present business opportunities to us.

Neither our operating agreement nor any other agreement will prohibit ArcLight or its affiliates from owning assets or engaging in businesses that compete directly or indirectly with us. In addition, ArcLight and its affiliates may acquire, construct or dispose of midstream assets or other assets in the future without any obligation to offer us the opportunity to purchase any of those assets. ArcLight and its affiliates are large, established participants in the energy industry and may have greater resources than we have, which may make it more difficult for us to compete with these entities with respect to commercial activities as well as for acquisition opportunities. As a result, competition from ArcLight and its affiliates could materially adversely impact our results of operations and cash flows.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 3. LEGAL PROCEEDINGS

We are party to various legal, regulatory and other matters arising from the day-to-day operations of our business that may result in claims against us. While the ultimate impact of any proceedings cannot be predicted with certainty, our management believes that the resolution of any of our pending legal proceedings will not have a material adverse effect on our business, financial position, results of operations or cash flows.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

Part II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON UNITS, RELATED UNITHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

MARKET FOR COMMON UNITS

As a result of the Take-Private Transaction, TransMontaigne Partners common units ceased to be publicly traded, and the TransMontaigne Partner's common units are no longer listed on the NYSE.

ITEM 6. SELECTED FINANCIAL DATA

The following table sets forth our selected historical consolidated financial data for the periods and as of the dates indicated. The following selected financial data for each of the years in the five-year period ended December 31, 2019, has been derived from our consolidated financial statements. You should not expect the results for any prior periods to be indicative of the results that may be achieved in future periods. You should read the following information together with our historical consolidated financial statements and related notes and with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this Annual Report.

	Years ended December 31,				
	2019⁽¹⁾⁽²⁾	2018⁽¹⁾⁽²⁾	2017⁽¹⁾⁽²⁾	2016⁽²⁾	2015⁽²⁾
	(dollars in thousands except per unit amounts)				
Operations Data:					
Revenue	\$ 263,042	\$ 232,297	\$ 184,447	\$ 164,943	\$ 152,510
Operating costs and expenses	(103,022)	(98,977)	(81,327)	(83,281)	(78,900)
General and administrative expenses	(23,660)	(23,707)	(23,692)	(18,571)	(19,200)
Insurance expenses	(4,995)	(4,976)	(4,064)	(4,081)	(3,756)
Deferred compensation expense	(2,308)	(3,478)	(2,999)	(3,263)	(1,411)
Depreciation and amortization	(52,535)	(49,793)	(36,188)	(32,383)	(30,650)
Earnings from unconsolidated affiliates	4,894	8,852	7,071	10,029	11,948
Gain from insurance proceeds	3,351	—	—	—	—
Loss on disposition of assets	—	(901)	—	—	—
Operating income	<u>84,767</u>	<u>59,317</u>	<u>43,248</u>	<u>33,393</u>	<u>30,541</u>
Other expenses:					
Interest expense	(36,196)	(31,900)	(10,473)	(7,787)	(7,396)
Amortization of deferred debt issuance costs	(2,657)	(3,037)	(1,221)	(818)	(774)
Net earnings	<u>\$ 45,914</u>	<u>\$ 24,380</u>	<u>\$ 31,554</u>	<u>\$ 24,788</u>	<u>\$ 22,371</u>
Other Financial Data:					
Net cash provided by operating activities	\$ 100,589	\$ 103,210	\$ 86,037	\$ 63,414	\$ 71,787
Net cash used in investing activities	\$ (90,967)	\$ (56,869)	\$ (336,955)	\$ (69,089)	\$ (34,153)
Net cash provided by (used in) financing activities	\$ (9,558)	\$ (46,284)	\$ 250,875	\$ (10,106)	\$ (55,950)
Balance Sheet Data (at period end):					
Property, plant and equipment, net	\$ 727,220	\$ 689,170	\$ 656,092	\$ 418,130	\$ 388,423
Investments in unconsolidated affiliates	\$ 225,425	\$ 227,031	\$ 233,181	\$ 241,093	\$ 246,700
Total assets	\$ 1,072,053	\$ 1,002,008	\$ 988,082	\$ 691,858	\$ 656,687
Long-term debt	\$ 644,162	\$ 598,622	\$ 593,200	\$ 291,800	\$ 248,000
Equity	\$ 324,087	\$ 338,585	\$ 361,940	\$ 368,607	\$ 364,653

(1) On December 15, 2017, we acquired the West Coast terminals from a third party for a total purchase price of \$276.8 million. The West Coast terminals represent two waterborne refined product and crude oil terminals located in the San Francisco Bay Area refining complex with a total of 64 storage tanks with approximately 5.3 million barrels of active storage capacity. The West Coast terminals have access to domestic and international crude oil and refined products markets through marine, pipeline, truck and rail logistics capabilities. The accompanying consolidated financial statements include the assets, liabilities and results of operations of the West Coast terminals from December 15, 2017.

(2) The June 1, 2019 TMS Contribution has been recorded at carryover basis as a reorganization of entities under common control. As such, prior periods include the assets, liabilities, and results of operations of TMS as of and for the years ended December 31, 2019, 2018, 2017 and eleven months ended 2016. For comparability, an estimate of the assets, liabilities and results of operations of TMS is included for January 1, 2015 through January 31, 2016.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the results of operations and financial condition should be read in conjunction with the accompanying consolidated financial statements included elsewhere in this Annual Report.

OVERVIEW

We are a refined petroleum products terminaling and pipeline transportation company formed in February 2005 as a Delaware limited partnership. Following the consummation of our Take-Private Transaction, we are wholly owned by TLP Finance Holdings, LLC, an indirect controlled subsidiary of ArcLight, and we have converted into a Delaware limited liability company pursuant to Section 17-219 of the Delaware Limited Partnership Act. Prior to the consummation of our Take-Private Transaction, we were controlled by our general partner, which was controlled by ArcLight.

We provide integrated terminaling, storage, transportation and related services for customers engaged in the distribution and marketing of light refined petroleum products, heavy refined petroleum products, crude oil, chemicals, fertilizers and other liquid products. Light refined products include gasolines, diesel fuels, heating oil and jet fuels. Heavy refined products include residual fuel oils and asphalt.

We do not take ownership of or market products that we handle or transport and, therefore, we are not directly exposed to changes in commodity prices, except for the value of product gains and losses arising from certain of our terminaling services agreements with our customers. The volume of product that is handled, transported through or stored in our terminals and pipelines is directly affected by the level of supply and demand in the wholesale markets served by our terminals and pipelines. Overall supply of refined products in the wholesale markets is influenced by the products' absolute prices, the availability of capacity on delivering pipelines and vessels, fluctuating refinery margins and the markets' perception of future product prices. The demand for gasoline typically peaks during the summer driving season, which extends from April to September, and declines during the fall and winter months. The demand for marine fuels typically peaks in the winter months due to the increase in the number of cruise ships originating from the Florida ports. Despite these seasonalities, the overall impact on the volume of product throughput in our terminals and pipelines is not material.

NATURE OF ASSETS

Gulf Coast Operations. Our Gulf Coast terminals consist of eight refined product terminals and comprises the largest terminal network in Florida. These terminals have approximately 6.9 million barrels of aggregate active storage capacity in ports including Port Everglades, Miami and Cape Canaveral, which are among the busiest cruise ship ports in the nation. At our Gulf Coast terminals, we handle refined products and crude oil on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products and crude oil.

Midwest Operations. In Missouri and Arkansas, we own and operate the Razorback pipeline and terminals in Mount Vernon, Missouri, at the origin of the pipeline and in Rogers, Arkansas, at the terminus of the pipeline. We refer to these two terminals collectively as the Razorback terminals. The Razorback pipeline is a 67-mile, 8-inch diameter interstate common carrier pipeline that transports light refined product from our terminal at Mount Vernon, where it is interconnected with a pipeline system owned by a third party, to our terminal at Rogers. The Razorback pipeline has a capacity of approximately 30,000 barrels per day. The Razorback terminals have approximately 0.4 million barrels of aggregate active storage capacity. Our Rogers facility is the only refined products terminal located in Northwest Arkansas.

We leased a portion of land in Cushing, Oklahoma and constructed storage tanks and associated infrastructure on the property for the receipt of crude oil by truck and pipeline, the blending of crude oil and the storage of approximately 1.0 million barrels of crude oil.

We also own and operate a terminal facility in Oklahoma City, Oklahoma with approximately 0.2 million barrels of aggregate active storage capacity. Our Oklahoma City terminal receives gasolines and diesel fuels from a pipeline system owned by a third party for delivery via our truck rack for redistribution to locations throughout the Oklahoma City region.

Brownsville, Texas Operations. We own and operate a refined product terminal with approximately 1.5 million barrels of aggregate active storage capacity and related ancillary facilities in Brownsville independent of the Frontera joint venture, as well as the Diamondback pipeline which handles liquid product movements between south Texas and Mexico. At our Brownsville terminal we handle refined petroleum products, chemicals, vegetable oils, naphtha, wax and propane on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products and natural gas liquids.

The Diamondback pipeline consists of an 8” pipeline that previously transported propane approximately 16 miles from our Brownsville facilities to the United States/Mexico border and a 6” pipeline, which runs parallel to the 8” pipeline that can be used by us in the future to transport additional refined products to Matamoros, Mexico. Operations on the Diamondback pipeline were shut down in the first quarter of 2018; however, we expect to recommission the Diamondback Pipeline and resume operations on both the 8” pipeline, providing gasoline service thereon, and the previously idle 6” pipeline, providing diesel service thereon, by the end of the second quarter of 2020, and have previously filed revised tariffs with the FERC to support such activities.

In 2018 and prior thereto, we also operated and maintained the United States portion of a 174-mile refined products pipeline owned by a third party. This pipeline connects our Brownsville terminal complex to a pipeline in Mexico that delivers to a third party terminal located in Reynosa, Mexico and terminates at the third party’s refinery, located in Cadereyta, Nuevo Leon, Mexico, a suburb of the large industrial city of Monterrey. Our services for this pipeline terminated on August 23, 2018, and a third party has taken operatorship of the pipeline.

River Operations. Our River terminals are composed of 12 refined product terminals located along the Mississippi and Ohio Rivers with approximately 2.7 million barrels of aggregate active storage capacity. Our River operations also include a dock facility in Baton Rouge, Louisiana, which is the only direct waterborne connection between the Colonial pipeline and Mississippi River waterborne transportation. At our River terminals, we handle gasolines, diesel fuels, heating oil, chemicals and fertilizers on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products and industrial and commercial end-users.

Southeast Operations. Our Southeast terminals consist of 22 refined product terminals located along the Colonial and Plantation pipelines in Alabama, Georgia, Mississippi, North Carolina, South Carolina and Virginia with an aggregate active storage capacity of approximately 12.9 million barrels. At our Southeast terminals, we handle gasolines, diesel fuels, ethanol, biodiesel, jet fuel and heating oil on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products. Our Southeast terminals primarily receive products from the Plantation and Colonial pipelines on behalf of our customers and distribute products primarily to trucks with the exception of the Collins terminal. The Collins terminal is the only independent terminal capable of storing and redelivering product to, from and between the Colonial and Plantation pipelines.

West Coast Operations. Our West Coast terminals consist of two refined product terminals with approximately 5.4 million barrels of aggregate active storage capacity. The terminals are strategically located in close proximity to three San Francisco Bay refineries and the origin of the North California products pipeline distribution system. At our West Coast terminals, we handle crude oil, gasoline, diesel, jet fuel, gasoline blend stocks, fuel oil, Avgas and ethanol on behalf of, and provide integrated terminaling services to, customers engaged in the distribution and marketing of refined products. We acquired the West Coast terminals in December 2017.

Central Services. Our Central services segment performs operating oversight functions, engineering, health, safety and environmental services to our terminals and terminals that we operate or manage, including for affiliate terminals owned by ArcLight.

Investment in Frontera. On April 1, 2011, we contributed approximately 1.5 million barrels of light petroleum product storage capacity, as well as related ancillary facilities, to the Frontera joint venture, in exchange for a cash payment of approximately \$25.6 million and a 50% ownership interest in the Frontera joint venture. An affiliate of PEMEX, Mexico's state owned petroleum company, acquired the remaining 50% ownership interest in Frontera for a cash payment of approximately \$25.6 million. We operate the Frontera assets under an operations and reimbursement agreement between us and Frontera. Frontera has approximately 1.7 million barrels of aggregate active storage capacity. Our 50% ownership interest does not allow us to control Frontera, but does allow us to exercise significant influence over its operations. Accordingly, we account for our investment in Frontera under the equity method of accounting.

Investment in BOSTCO. On December 20, 2012, we acquired a 42.5% Class A ownership interest in BOSTCO from Kinder Morgan Battleground Oil, LLC, a wholly owned subsidiary of Kinder Morgan. BOSTCO is a terminal facility on the Houston Ship Channel designed to handle residual fuel, feedstocks, distillates and other black oils. BOSTCO has approximately 7.1 million barrels of aggregate active storage capacity. Our investment in BOSTCO entitles us to appoint a member to the Board of Managers of BOSTCO, to vote our proportionate ownership share on general governance matters and to certain rights of approval over significant changes in, or expansion of, BOSTCO's business. Kinder Morgan is responsible for managing BOSTCO's day-to-day operations. Our 42.5% Class A ownership interest does not allow us to control BOSTCO, but does allow us to exercise significant influence over its operations. Accordingly, we account for our investment in BOSTCO under the equity method of accounting.

NATURE OF REVENUE AND EXPENSES

We generate revenue from our terminal and pipeline transportation operations by charging fees for providing integrated terminaling, transportation and related services. We have several significant customer relationships that made up 79% of the total revenue for the year ended December 31, 2019. These relationships include: NGL Energy Partners LP, Castleon Commodities International LLC, RaceTrac Petroleum Inc., Glencore Ltd., Tesoro, Musket Corporation, BP, Associated Asphalt, Magellan Pipeline Company, L.P., United States Government, Valero Marketing and Supply Company, PMI Trading Ltd., Exxon Mobil Oil Corporation, World Fuel Services Corporation, Chevron Corporation, Shell, Marathon Petroleum and Pilot Flying J.

The fees we charge, our other sources of revenue and our direct costs and expenses are described below.

Terminaling services fees. Our terminaling services agreements are structured as either throughput agreements or storage agreements. Our throughput agreements contain provisions that require our customers to make minimum payments, which are based on contractually established minimum volume of throughput of the customer's product at our facilities over a stipulated period of time. Due to this minimum payment arrangement, we recognize a fixed amount of revenue from the customer over a certain period of time, even if the customer throughputs less than the minimum volume of product during that period. In addition, if a customer throughputs a volume of product exceeding the minimum volume, we would recognize additional revenue on this incremental volume. Our storage agreements require our customers to make minimum payments based on the volume of storage capacity available to the customer under the agreement, which results in a fixed amount of recognized revenue. We refer to the fixed amount of revenue recognized pursuant to our terminaling services agreements as being "firm commitments." Revenue recognized in excess of firm commitments and revenue recognized based solely on the volume of product distributed or injected are referred to as "ancillary." In addition, ancillary revenue also includes fees received from ancillary services including heating and mixing of stored products, product transfer, railcar handling, butane blending, proceeds from the sale of product gains, wharfage and vapor recovery.

Pipeline transportation fees. We earned pipeline transportation fees at our Diamondback pipeline under a capacity reservation agreement. Revenue associated with the capacity reservation agreement is recognized ratably over the respective term, regardless of whether the capacity is actually utilized. Once our Brownsville terminal expansion efforts are complete, including the conversion of our Diamondback pipeline to transport diesel and gasoline, we then expect to earn pipeline transportation fees at our Diamondback pipeline based on the volume of product transported subject to minimum volume commitments. We earn pipeline transportation fees at our Razorback pipeline based on an allocation of the aggregate fees charged under the capacity agreement with our customer who has contracted for 100% of our Razorback system.

Management fees. We manage and operate certain tank capacity at our Port Everglades South terminal for a major oil company and receive a reimbursement of its proportionate share of operating and maintenance costs. We manage and operate the Frontera joint venture and receive a management fee based on our costs incurred. We manage and operate terminals that are owned by affiliates of ArcLight, including for SMP in Seattle, Washington and Portland, Oregon and another terminal for SeaPort Sound in Tacoma, Washington and, in each case, receive a management fee based on our costs incurred plus an annual fee. We also manage additional terminal facilities that are owned by affiliates of ArcLight, including LHT, and, prior to July 1, 2019, the Baltimore Terminal and, in each case, receive a management fee based on our costs. Our management of the Baltimore Terminal ended on July 1, 2019. We manage and operate rail sites at certain Southeast terminals on behalf of a major oil company and receive reimbursement for operating and maintenance costs. We lease land under operating leases as the lessor or sublessor with third parties and affiliates. We also managed and operated for an affiliate of PEMEX, Mexico's state-owned petroleum company, a products pipeline connected to our Brownsville terminal facility and received a management fee through August 23, 2018.

Operating costs and expenses. The operating costs and expenses of our operations include the directly related wages and employee benefits, utilities, communications, maintenance and repairs, property taxes, rent, vehicle expenses, environmental compliance costs, materials and supplies needed to operate our terminals and pipelines.

General and administrative expenses. General and administrative expenses cover the costs of corporate functions such as legal, accounting, treasury, insurance administration and claims processing, information technology, human resources, credit, payroll, taxes and other corporate services. General and administrative expenses also include third party accounting costs associated with annual and quarterly reports and tax return preparation and distribution, and legal fees.

Insurance expenses. Insurance expenses include charges for insurance premiums to cover costs of insuring activities such as property, casualty, pollution, automobile, directors' and officers' liability, and other insurable risks.

SIGNIFICANT DEVELOPMENTS SINCE THE FILING OF OUR PRIOR YEAR FORM 10-K

EXPANSION OF ASSETS

Take-Private Transaction. On February 26, 2019, we completed our Take-Private Transaction.

Expansion of our Brownsville operations. Our Brownsville expansion project, which is underpinned by new long-term agreements, includes the construction of approximately 805,000 barrels of additional liquids storage capacity, the construction of gasoline railcar loading capabilities and the conversion of our Diamondback pipeline to transport diesel and gasoline to the U.S./Mexico border. The Diamondback pipeline is comprised of an 8" pipeline that previously transported propane approximately 16 miles from our Brownsville facilities to the U.S./Mexico border, as well as a 6" pipeline, which runs parallel to the 8" pipeline, that has been idle and can be used to transport additional refined products. The majority of the additional liquids storage capacity was placed into commercial service during the first three quarters of 2019 with a remaining 175,000 barrels of capacity to be completed by the end of 2020. We expect to recommission the Diamondback pipeline and resume operations on both the 8" pipeline and the previously idle 6" pipeline in the second quarter of 2020. We expect the construction of the gasoline railcar loading capabilities to be completed by the end of 2020. The anticipated aggregate cost of these expansion efforts is estimated to be approximately \$75 million.

Expansion of our Collins terminal. Our Collins terminal is strategically located for the bulk storage market and is the only independent terminal capable of receiving from, delivering to, and transferring refined petroleum products between the Colonial and Plantation pipeline systems. During the first quarter of 2019 we completed construction of approximately 870,000 barrels of new storage capacity at our Collins terminal, which is supported by a new long-term, fee-based terminaling services agreement with a third party customer. To facilitate our further expansion of tankage at our Collins terminal, we also entered into an agreement with Colonial Pipeline Company for significant improvements to the Colonial Pipeline receipt and delivery manifolds and our related receipt and delivery facilities. The improvements were completed in the fourth quarter of 2019. The improvements resulted in significant increased flexibility for our Collins terminal customers including the simultaneous receipt and delivery of gasoline from and to Colonial's Line 1 at

full line rates including the ability to receive and deliver segregated batches at these rates; a dedicated and segregated line for the receipt and delivery of distillates from and to Colonial's Line 2; and a dedicated and segregated line for the receipt and delivery of jet fuel from and to Colonial's Line 2. The cost of the approximately 870,000 barrels of new storage capacity and our share of the improvements to the pipeline connections was approximately \$60 million. We are currently in active discussions with several other existing and prospective customers regarding additional future capacity at our Collins terminal.

Expansion of our West Coast terminals. During the first quarter of 2019 and pursuant to a new long-term terminaling services agreement, we completed the construction of an additional 125,000 barrels of storage capacity at our Richmond West Coast terminal. The cost of constructing this new capacity was approximately \$8 million. We are also pursuing other high-return investment opportunities similar to this at these terminals.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

A summary of the significant accounting policies that we have adopted and followed in the preparation of our historical consolidated financial statements is detailed in Note 1 of Notes to consolidated financial statements. Certain of these accounting policies require the use of estimates. The following estimates, in management's opinion, are subjective in nature, require the exercise of judgment and involve complex analyses: useful lives of our plant and equipment, accrued environmental obligations and business combination estimates and assumptions. These estimates are based on our knowledge and understanding of current conditions and actions we may take in the future. Changes in these estimates will occur as a result of the passage of time and the occurrence of future events. Subsequent changes in these estimates may have a significant impact on our financial condition and results of operations (see Note 1 of Notes to consolidated financial statements).

Useful lives of plant and equipment. We calculate depreciation using the straight-line method, based on estimated useful lives of our assets. These estimates are based on various factors including age (in the case of acquired assets), manufacturing specifications, technological advances and historical data concerning useful lives of similar assets. Uncertainties that impact these estimates include changes in laws and regulations relating to restoration, economic conditions and supply and demand in the area. When assets are put into service, we make estimates with respect to useful lives that we believe to be reasonable. However, subsequent events could cause us to change our estimates, thus impacting the future calculation of depreciation. Estimated useful lives are 15 to 25 years for terminals and pipelines and 3 to 25 years for furniture, fixtures and equipment.

Accrued environmental obligations. At December 31, 2019, we have an accrued liability of approximately \$1.5 million representing our best estimate of the undiscounted future payments we expect to pay for environmental costs to remediate existing conditions. Estimates of our environmental obligations are subject to change due to a number of factors and judgments involved in the estimation process, including the early stage of investigation at certain sites, the lengthy time frames required to complete remediation, technology changes affecting remediation methods, alternative remediation methods and strategies and changes in environmental laws and regulations. Changes in our estimates and assumptions may occur as a result of the passage of time and the occurrence of future events.

Costs incurred to remediate existing contamination at the terminals have been, and are expected in the future to be, insignificant. In connection with our acquisition of the Florida (other than Pensacola), Midwest, Brownsville, Texas, River, Southeast, and Pensacola, Florida terminal and facilities, a third party agreed to indemnify us against certain potential environmental claims, losses and expenses. Based on our current knowledge, we expect that the active remediation projects subject to the benefit of this indemnification obligation are winding down and will not involve material additional claims, losses, and expenses. Nonetheless, the forgoing environmental indemnification obligations of a third party to us remain in place and were not affected by the Take-Private Transaction.

Business combination estimates and assumptions. The application of business combination and impairment accounting requires us to use significant estimates and assumptions in determining the fair value of assets and liabilities. The acquisition method of accounting for business combinations requires us to estimate the fair value of assets acquired and liabilities assumed to allocate the proper amount of the purchase price consideration between goodwill and the assets that are depreciated and amortized. We record intangible assets separately from goodwill and amortize intangible assets

with finite lives over their estimated useful life as determined by management. We do not amortize goodwill but instead periodically assess goodwill for impairment.

For all material acquisitions, we engage the services of an independent appraiser to assist us in determining the fair value of the acquired assets and liabilities, including goodwill; however, the ultimate determination of those values is the responsibility of our management. We base our estimates on assumptions believed to be reasonable, but which are inherently uncertain. These valuations require the use of management’s assumptions, which would not reflect unanticipated events and circumstances that may occur.

RESULTS OF OPERATIONS—YEARS ENDED DECEMBER 31, 2019, 2018 AND 2017

ANALYSIS OF REVENUE

Total revenue. We derive revenue from our terminal and pipeline transportation operations by charging fees for providing integrated terminaling, transportation and related services. Our total revenue by category was as follows (in thousands):

	Total Revenue by Business Category		
	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Terminaling services fees	\$ 240,950	\$ 216,231	\$ 168,083
Pipeline transportation fees	3,457	3,295	5,719
Management fees	18,635	12,771	10,645
Revenue	<u>\$ 263,042</u>	<u>\$ 232,297</u>	<u>\$ 184,447</u>

See discussion below for a detailed analysis of terminaling services fees, pipeline transportation fees and management fees included in the table above.

We operate our business and report our results of operations in seven principal business segments: (i) Gulf Coast terminals, (ii) Midwest terminals, (iii) Brownsville terminals including management of Frontera, (iv) River terminals, (v) Southeast terminals, (vi) West Coast terminals and (vii) Central services. Our Central services segment primarily represents the costs of employees performing operating oversight functions, engineering, health, safety and environmental services to our terminals and terminals that we operate or manage, including for affiliate terminals owned by ArcLight. In addition, Central services represent the cost of employees at affiliate terminals owned by ArcLight that we operate. We receive a fee from these affiliates based on our costs incurred.

	Total Revenue by Business Segment		
	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Gulf Coast terminals	\$ 73,416	\$ 64,622	\$ 62,941
Midwest terminals	11,655	11,899	10,997
Brownsville terminals	18,953	17,246	20,645
River terminals	10,233	10,654	10,947
Southeast terminals	88,777	83,712	76,004
West Coast terminals	48,196	39,960	1,738
Central services	11,812	4,204	1,175
Revenue	<u>\$ 263,042</u>	<u>\$ 232,297</u>	<u>\$ 184,447</u>

Total revenue by business segment is presented and further analyzed below by category of revenue.

Terminaling services fees. Our terminaling services agreements are structured as either throughput agreements or storage agreements. Our throughput agreements contain provisions that require our customers to make minimum payments, which are based on contractually established minimum volume of throughput of the customer’s product at our

facilities over a stipulated period of time. Due to this minimum payment arrangement, we recognize a fixed amount of revenue from the customer over a certain period of time, even if the customer throughputs less than the minimum volume of product during that period. In addition, if a customer throughputs a volume of product exceeding the minimum volume, we would recognize additional revenue on this incremental volume. Our storage agreements require our customers to make minimum payments based on the volume of storage capacity available to the customer under the agreement, which results in a fixed amount of recognized revenue.

We refer to the fixed amount of revenue recognized pursuant to our terminaling services agreements as being “firm commitments.” Revenue recognized in excess of firm commitments and revenue recognized based solely on the volume of product distributed or injected are referred to as “ancillary.” In addition, “ancillary” revenue also includes fees received from ancillary services including heating and mixing of stored products, product transfer, railcar handling, butane blending, proceeds from the sale of product gains, wharfage and vapor recovery.

	Terminaling Services Fees by Business Segment		
	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Gulf Coast terminals	\$ 73,380	\$ 64,338	\$ 61,889
Midwest terminals	9,804	10,127	9,265
Brownsville terminals	11,560	8,339	9,186
River terminals	10,233	10,654	10,883
Southeast terminals	87,813	82,821	75,122
West Coast terminals	48,160	39,952	1,738
Central services	—	—	—
Terminaling services fees	<u>\$ 240,950</u>	<u>\$ 216,231</u>	<u>\$ 168,083</u>

The increase in terminaling services fees at our Gulf Coast terminals for the year ended December 31, 2019 is primarily a result of recontracting capacity to third-party customers at higher rates. The increase in terminaling services fees at our Gulf Coast terminals for the year ended December 31, 2018 resulted from an increase in ancillary revenue.

The increase in terminaling services fees at our Brownsville terminals for the year ended December 31, 2019 is primarily a result of placing into service approximately 0.6 million barrels of new tank capacity in various stages throughout 2019.

The increase in terminaling services fees at our Southeast terminals for the year ended December 31, 2019 is primarily a result of placing into service approximately 0.9 million barrels of new tank capacity at our Collins terminal in the first quarter of 2019. The increase in terminaling services fees at our Southeast terminals for the year ended December 31, 2018 is primarily a result of placing into service approximately 2.0 million barrels of new tank capacity at our Collins terminal in various stages beginning in the fourth quarter of 2016 through the second quarter of 2017.

The increase in terminaling services fees at our West Coast terminals for the year ended December 31, 2019 is primarily a result of contracting available capacity to third-party customers and placing into service approximately 0.1 million barrels of new tank capacity in the first quarter of 2019. The increase in terminaling services fees at our West Coast terminals for the year ended December 31, 2018 is a result of the West Coast terminals acquisition on December 15, 2017.

Included in terminaling services fees for the years ended December 31, 2019, 2018 and 2017 are fees charged to affiliates of approximately \$11.2 million, \$11.0 million and \$1.9 million, respectively.

The “firm commitments” and “ancillary” revenue included in terminaling services fees were as follows (in thousands):

	Firm Commitments and Ancillary Terminating Services Fees		
	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Firm commitments	\$ 192,440	\$ 171,774	\$ 135,197
Ancillary	48,510	44,457	32,886
Terminating services fees	<u>\$ 240,950</u>	<u>\$ 216,231</u>	<u>\$ 168,083</u>

The remaining terms on the terminaling services agreements that generated “firm commitments” for the year ended December 31, 2019 were as follows (in thousands):

Less than 1 year remaining	\$ 58,501	30%
1 year or more, but less than 3 years remaining	58,650	31%
3 years or more, but less than 5 years remaining	44,015	23%
5 years or more remaining ⁽¹⁾	31,274	16%
Total firm commitments for the year ended December 31, 2019	<u>\$ 192,440</u>	

- (1) We have a terminaling services agreement with a third party relating to our Southeast terminals that will continue in effect through February 1, 2023, after which it shall automatically continue unless and until the third party provides at least 24 months’ prior notice of its intent to terminate the agreement. Effective at any time from and after July 31, 2040, we have the right to terminate the agreement by providing at least 24 months’ prior notice of our intent to terminate the agreement. We do not believe the third party will terminate the agreement prior to July 31, 2040; therefore we have presented the firm commitments related to this terminaling services agreement in the 5 years or more remaining category in the table above.

Pipeline transportation fees. We earned pipeline transportation fees at our Diamondback pipeline under a capacity reservation agreement. Revenue associated with the capacity reservation agreement is recognized ratably over the respective term, regardless of whether the capacity is actually utilized. Once our Brownsville terminal expansion efforts are complete, including the conversion of our Diamondback pipeline to transport diesel and gasoline, we then expect to earn pipeline transportation fees at our Diamondback pipeline based on the volume of product transported subject to minimum volume commitments. We earn pipeline transportation fees at our Razorback pipeline based on an allocation of the aggregate fees charged under the capacity agreement with our customer who has contracted for 100% of our Razorback system.

The pipeline transportation fees by business segments were as follows (in thousands):

	Pipeline Transportation Fees by Business Segment		
	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Gulf Coast terminals	\$ —	\$ —	\$ —
Midwest terminals	1,851	1,772	1,732
Brownsville terminals	1,606	1,523	3,987
River terminals	—	—	—
Southeast terminals	—	—	—
West Coast terminals	—	—	—
Central services	—	—	—
Pipeline transportation fees	<u>\$ 3,457</u>	<u>\$ 3,295</u>	<u>\$ 5,719</u>

The decrease in pipeline transportation fees at our Brownsville terminals for the year ended December 31, 2018 is attributable to suspending operations on the Diamondback pipeline in the first quarter of 2018 in connection with the

expansion of our Brownville operations. The Diamondback Pipeline consists of an 8” pipeline that previously transported propane approximately 16 miles from our Brownville facilities to the U.S./Mexico border and a 6” pipeline, which runs parallel to the 8” pipeline that has been idle and can be used to transport additional refined products. We expect to recommission and resume operations on both the 8” pipeline and the previously idle 6” pipeline in the second quarter of 2020.

Included in pipeline transportation fees for each of the years ended December 31, 2019, 2018 and 2017 are fees charged to affiliates of approximately \$nil.

Management fees. We manage and operate certain tank capacity at our Port Everglades South terminal for a major oil company and receive a reimbursement of its proportionate share of operating and maintenance costs. We manage and operate the Frontera joint venture and receive a management fee based on our costs incurred. We manage and operate terminals that are owned by affiliates of ArcLight, including for SeaPort Midstream Partners in Seattle, Washington and Portland, Oregon and another terminal for SeaPort Sound in Tacoma, Washington and, in each case, receive a management fee based on our costs incurred plus an annual fee. We also manage additional terminal facilities that are owned by affiliates of ArcLight, including Lucknow-Highspire Terminals, and, prior to July 1, 2019, the Baltimore Terminal. We manage and operate rail sites at certain Southeast terminals on behalf of a major oil company and receive reimbursement for operating and maintenance costs. We lease land under operating leases as the lessor or sublessor with third parties and affiliates. We also managed and operated for an affiliate of PEMEX, Mexico’s state-owned petroleum company, a products pipeline connected to our Brownville terminal facility and received a management fee through August 23, 2018. The management fees by business segments were as follows (in thousands):

	Management Fees by Business Segment		
	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Gulf Coast terminals	\$ 36	\$ 284	\$ 1,052
Midwest terminals	—	—	—
Brownville terminals	5,787	7,384	7,472
River terminals	—	—	64
Southeast terminals	964	891	882
West Coast terminals	36	8	—
Central services	11,812	4,204	1,175
Management fees	<u>\$ 18,635</u>	<u>\$ 12,771</u>	<u>\$ 10,645</u>

The decrease in Brownville terminals management fees for the year ended December 31, 2019 is a result of no longer operating and managing for an affiliate of PEMEX, Mexico’s state-owned petroleum company, a products pipeline connected to our Brownville terminal facility as of August 23, 2018.

The increase in Central services management fees for the years ended December 31, 2019 and 2018 is a result of operating and managing additional terminal facilities that are owned by affiliates of ArcLight including SeaPort Midstream Partners, SeaPort Sound, Lucknow-Highspire Terminals and, prior to July 1, 2019, the Baltimore Terminal. We began to operate SeaPort Midstream Partners in November 2017, SeaPort Sound and the Baltimore Terminal in November 2018, and we began to manage Lucknow-Highspire Terminals starting January 1, 2019. Our management of the Baltimore Terminal ended on July 1, 2019.

Included in management fees for the years ended December 31, 2019, 2018 and 2017 are fees charged to affiliates of approximately \$17.6 million, \$10.0 million and \$6.5 million, respectively.

ANALYSIS OF COSTS AND EXPENSES

The operating costs and expenses of our operations include wages and employee benefits, utilities, communications, repairs and maintenance, rent, property taxes, vehicle expenses, environmental compliance costs, materials and supplies. Consistent with historical trends across our terminaling and transportation facilities, repairs and maintenance expenses can vary from period to period based on project maintenance schedules and other factors such as weather. The operating costs and expenses of our operations were as follows (in thousands):

	Operating Costs and Expenses		
	Year ended	Year ended	Year ended
	December 31,	December 31,	December 31,
	2019	2018	2017
Wages and employee benefits	\$ 48,589	\$ 42,527	\$ 35,497
Utilities and communication charges	10,119	10,186	8,335
Repairs and maintenance	14,205	14,624	12,872
Office, rentals and property taxes	14,193	13,091	11,212
Vehicles and fuel costs	1,113	1,096	1,017
Environmental compliance costs	3,383	4,134	2,696
Contract services	2,247	3,010	2,419
Other	9,173	10,309	7,279
Operating costs and expenses	\$ 103,022	\$ 98,977	\$ 81,327

The operating costs and expenses of our business segments were as follows (in thousands):

	Operating Costs and Expenses		
	by Business Segment		
	Year ended	Year ended	Year ended
	December 31,	December 31,	December 31,
	2019	2018	2017
Gulf Coast terminals	\$ 22,196	\$ 22,817	\$ 22,829
Midwest terminals	3,443	3,053	2,859
Brownsville terminals	9,053	7,812	10,447
River terminals	6,040	6,832	6,624
Southeast terminals	23,500	26,836	24,302
West Coast terminals	16,339	14,678	639
Central services	22,451	16,949	13,627
Operating costs and expenses	\$ 103,022	\$ 98,977	\$ 81,327

The increase in operating costs and expenses at our West Coast terminals for the year ended December 31, 2019 is primarily a result of an increase in variable costs that are reimbursed by our customers. The increase in operating costs and expenses at our West Coast terminals for the year ended December 31, 2018 is a result of the West Coast terminals acquisition on December 15, 2017.

The increase in operating costs and expenses for Central services for the years ended December 31, 2019 and 2018 is a result of operating terminal facilities that are owned by affiliates of ArcLight including SeaPort Midstream Partners, SeaPort Sound and, prior to July 1, 2019, the Baltimore Terminal. We began to operate SeaPort Midstream Partners in November 2017 and SeaPort Sound and the Baltimore Terminal in November 2018. Our management of the Baltimore Terminal ended on July 1, 2019.

General and administrative expenses cover the costs of corporate functions such as legal, accounting, treasury, insurance administration and claims processing, information technology, human resources, credit, payroll, taxes and other corporate services. General and administrative expenses also include third party accounting costs associated with

annual and quarterly reports and tax return preparation and distribution, and legal fees. The general and administrative expenses for each of the years ended December 31, 2019, 2018 and 2017 were approximately \$23.7 million.

Insurance expenses include charges for insurance premiums to cover costs of insuring activities such as property, casualty, pollution, automobile, directors' and officers' liability, and other insurable risks. For the years ended December 31, 2019, 2018 and 2017, insurance expense was approximately \$5.0 million, \$5.0 million and \$4.1 million, respectively. The increase in insurance expense for the year ended December 31, 2018 is primarily attributable to the December 15, 2017 West Coast terminals acquisition.

Deferred compensation expense includes expense associated with awards granted to certain key officers and employees who provide service to us that vest over future service periods and, prior to the Take-Private Transaction, grants to the independent directors of our general partner under our long-term incentive plan (which was terminated in connection with the Take-Private Transaction). Prior to the Take-Private Transaction, we had the intent and ability to settle the deferred compensation awards in our common units, and accordingly, we accounted for the awards as an equity award; following the Take-Private Transaction, we have the intent and ability to settle the awards in cash. The expenses associated with these deferred compensation awards were approximately \$2.3 million, \$3.5 million and \$3.0 million for the years ended December 31, 2019, 2018 and 2017, respectively.

Depreciation and amortization expenses for the years ended December 31, 2019, 2018 and 2017 were approximately \$52.5 million, \$49.8 million and \$36.2 million, respectively. The increase in depreciation and amortization expense for the years ended December 31, 2019 and 2018 is primarily attributable to placing expansion projects in service and the December 15, 2017 West Coast terminals acquisition.

Interest expense for the years ended December 31, 2019, 2018 and 2017 was approximately \$36.2 million, \$31.9 million and \$10.5 million, respectively. The increase in interest expense for the years ended December 31, 2019 and 2018 is primarily attributable to the December 15, 2017 acquisition of the West Coast terminals, the February 12, 2018 issuance of senior notes, financing our growth capital projects with additional debt financing and increases in LIBOR based interest rates.

ANALYSIS OF INVESTMENTS IN UNCONSOLIDATED AFFILIATES

At December 31, 2019 and 2018, our investments in unconsolidated affiliates include a 42.5% Class A ownership interest in BOSTCO and a 50% ownership interest in Frontera. BOSTCO is a terminal facility located on the Houston Ship Channel that encompasses approximately 7.1 million barrels of distillate, residual and other black oil product storage. Class A and Class B ownership interests share in cash distributions on a 96.5% and 3.5% basis, respectively. Class B ownership interests do not have voting rights and are not required to make capital investments. Frontera is a terminal facility located in Brownsville, Texas that encompasses approximately 1.7 million barrels of light petroleum product storage, as well as related ancillary facilities.

The following table summarizes our investments in unconsolidated affiliates:

	Percentage of ownership		Carrying value (in thousands)	
	December 31, 2019	December 31, 2018	December 31, 2019	December 31, 2018
BOSTCO	42.5 %	42.5 %	\$ 201,743	\$ 203,005
Frontera	50 %	50 %	23,682	24,026
Total investments in unconsolidated affiliates			\$ 225,425	\$ 227,031

Earnings from investments in unconsolidated affiliates were as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
BOSTCO	\$ 2,356	\$ 5,767	\$ 3,543
Frontera	2,538	3,085	3,528
Total earnings from investments in unconsolidated affiliates	<u>\$ 4,894</u>	<u>\$ 8,852</u>	<u>\$ 7,071</u>

Additional capital investments in unconsolidated affiliates were as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
BOSTCO	\$ 4,707	\$ —	\$ 145
Frontera	225	1,413	2,000
Additional capital investments in unconsolidated affiliates	<u>\$ 4,932</u>	<u>\$ 1,413</u>	<u>\$ 2,145</u>

Cash distributions received from unconsolidated affiliates were as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
BOSTCO	\$ 8,325	\$ 12,135	\$ 12,256
Frontera	3,107	4,280	4,872
Cash distributions received from unconsolidated affiliates	<u>\$ 11,432</u>	<u>\$ 16,415</u>	<u>\$ 17,128</u>

LIQUIDITY AND CAPITAL RESOURCES

Our primary liquidity needs are to fund our debt service obligations, working capital requirements and capital projects, including additional investments and expansion, development and acquisition opportunities. We expect to fund any investments, capital projects and future expansion, development and acquisition opportunities with cash flows from operations and additional borrowings under our revolving credit facility.

Net cash provided by (used in) operating activities, investing activities and financing activities were as follows (in thousands):

	Year ended December 31,		
	2019	2018	2017
Net cash provided by operating activities	\$ 100,589	\$ 103,210	\$ 86,037
Net cash used in investing activities	\$ (90,967)	\$ (56,869)	\$ (336,955)
Net cash provided by (used in) financing activities	\$ (9,558)	\$ (46,284)	\$ 250,875

The decrease in net cash provided by operating activities for the year ended December 31, 2019 is primarily related to the timing of working capital requirements. The increase in net cash provided by operating activities for the year ended December 31, 2018 is primarily attributable to increased earnings related to the December 15, 2017 acquisition of the West Coast terminals.

The increase in net cash used in investing activities for the year ended December 31, 2019 is primarily related to additional construction spend in 2019. In addition, we received an approximately \$5.0 million one-time insurance settlement related to a tank at our Gulf Coast terminals that was damaged by fire. Net cash used in investing activities for the year ended December 31, 2017 includes approximately \$276.8 million for the December 15, 2017 acquisition of the West Coast terminals.

Additional investments and expansion capital projects at our terminals have been approved that currently are, or will be, under construction with estimated completion dates that extend through the fourth quarter of 2020. At December 31, 2019, the remaining expenditures to complete the approved projects are estimated to be approximately \$75 million. These expenditures primarily relate to the construction costs associated with our Collins, Mississippi terminal expansion, our expansion of our Brownsville operations and our expansion of our West Coast operations.

The decrease in net cash used in financing activities for the year ended December 31, 2019 includes an increase of approximately \$31.9 million in net borrowings under our debt agreements primarily to fund additional growth capital projects and \$7.9 million in debt issuance costs related to issuing senior notes in February 2018. Net cash provided by financing activities for the year ended December 31, 2017 includes funding the approximately \$276.8 million December 15, 2017 acquisition of the West Coast terminals.

Third amended and restated senior secured credit facility. Our revolving credit facility provides for a maximum borrowing line of credit of up to \$850 million. At our request, the maximum borrowing line of credit may be increased by an additional \$250 million, subject to the approval of the administrative agent and the receipt of additional commitments from one or more lenders. The terms of our revolving credit facility include covenants that restrict our ability to make cash distributions, acquisitions and investments, including investments in joint ventures. We may make distributions of cash to the extent of our “available cash” as defined in our LLC agreement. We may make acquisitions and investments that meet the definition of “permitted acquisitions”; “other investments” which may not exceed 5% of “consolidated net tangible assets”; and additional future “permitted JV investments” up to \$175 million, which may include additional investments in BOSTCO. The principal balance of loans and any accrued and unpaid interest are due and payable in full on the maturity date, March 13, 2022.

We may elect to have loans under our revolving credit facility bear interest either (i) at a rate of LIBOR plus a margin ranging from 1.75% to 2.75% depending on the total leverage ratio then in effect, or (ii) at the base rate plus a margin ranging from 0.75% to 1.75% depending on the total leverage ratio then in effect. We also pay a commitment fee on the unused amount of commitments, ranging from 0.375% to 0.5% per annum, depending on the total leverage ratio then in effect. Our obligations under our revolving credit facility are secured by a first priority security interest in favor of the lenders in the majority of our assets, including our investments in unconsolidated affiliates. At December 31, 2019, our outstanding borrowings under our revolving credit facility were \$350.7 million.

Our revolving credit facility also contains customary representations and warranties (including those relating to organization and authorization, compliance with laws, absence of defaults, material agreements and litigation) and customary events of default (including those relating to monetary defaults, covenant defaults, cross defaults and bankruptcy events). The primary financial covenants contained in our revolving credit facility are (i) a total leverage ratio test (not to exceed 5.25 to 1.0), (ii) a senior secured leverage ratio test (not to exceed 3.75 to 1.0), and (iii) a minimum interest coverage ratio test (not less than 2.75 to 1.0). These financial covenants are based on a non-GAAP, defined financial performance measure within our revolving credit facility known as “Consolidated EBITDA.” We were in compliance with all financial covenants as of December 31, 2019.

If we were to fail a financial performance covenant, or any other covenant contained in our revolving credit facility, we would seek a waiver from our lenders under such facility. If we were unable to obtain a waiver from our lenders and the default remained uncured after any applicable grace period, we would be in breach of our revolving credit facility, and the lenders would be entitled to declare all outstanding borrowings immediately due and payable.

	Three months ended				Twelve months ended
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	December 31, 2019
Financial performance covenant tests:					
Consolidated EBITDA ⁽¹⁾	\$ 31,474	\$ 38,234	\$ 38,694	\$ 38,375	\$ 146,777
Material Project credit ⁽²⁾	765	—	1,101	3,233	5,099
Consolidated EBITDA for the leverage ratios ⁽¹⁾	<u>\$ 32,239</u>	<u>\$ 38,234</u>	<u>\$ 39,795</u>	<u>\$ 41,608</u>	<u>\$ 151,876</u>
Revolving credit facility debt					350,700
6.125% senior notes due in 2026					300,000
Consolidated funded indebtedness					<u>\$ 650,700</u>
Senior secured leverage ratio					2.31
Total leverage ratio					4.28
Consolidated EBITDA for the interest coverage ratio ⁽¹⁾	\$ 31,474	\$ 38,234	\$ 38,694	\$ 38,375	\$ 146,777
Consolidated interest expense ⁽¹⁾⁽³⁾	\$ 8,699	\$ 9,197	\$ 8,946	\$ 8,731	\$ 35,573
Interest coverage ratio					4.13
Reconciliation of consolidated EBITDA to cash flows provided by operating activities:					
Consolidated EBITDA for the total leverage ratio ⁽¹⁾	\$ 32,239	\$ 38,234	\$ 39,795	\$ 41,608	\$ 151,876
Material Project credit ⁽²⁾	(765)	—	(1,101)	(3,233)	(5,099)
Interest expense	(8,842)	(9,708)	(9,107)	(8,539)	(36,196)
Unrealized loss on derivative instruments	143	511	161	(192)	623
Gain from insurance proceeds	—	(3,351)	—	—	(3,351)
Amortization of deferred revenue	(27)	(180)	178	(685)	(714)
TMS Contribution	(2,892)	—	—	—	(2,892)
Change in operating assets and liabilities	(8,824)	2,259	(252)	3,159	(3,658)
Cash flows provided by operating activities	<u>\$ 11,032</u>	<u>\$ 27,765</u>	<u>\$ 29,674</u>	<u>\$ 32,118</u>	<u>\$ 100,589</u>

- (1) Reflects the calculation of Consolidated EBITDA and Consolidated interest expense in accordance with the definition for such financial metrics in our revolving credit facility.
- (2) Reflects percentage of completion pro forma credit related to the Collins terminal expansion and the Brownsville operations expansion that qualify as a “Material Project” under the terms of our revolving credit facility.
- (3) Consolidated interest expense, used in the calculation of the interest coverage ratio, excludes unrealized gains and losses recognized on our derivative instruments.

Termination of shelf registration. On September 2, 2016, the SEC declared effective a universal shelf registration statement, which replaced our prior shelf registration statement that previously expired. Prior to the Take-Private Transaction, the shelf registration statement allowed us to issue common units and debt securities. In February 2018, we used the shelf registration statement to issue senior notes (see Note 12 of Notes to consolidated financial statements). In connection with the Take-Private Transaction, the Company prepared and filed a post-effective amendment to its Form S-3 registration statement in effect to deregister all securities of the Partnership unissued but issuable thereunder. The senior notes remain outstanding and the Company is voluntarily filing pursuant to the covenants contained in the senior notes.

Contractual obligations and contingencies. We have contractual obligations that are required to be settled in cash. The amounts of our contractual obligations at December 31, 2019 are as follows (in thousands):

	Years ending December 31,					
	2020	2021	2022	2023	2024	Thereafter
Additions to property, plant and equipment under contract	\$ 21,042	\$ —	\$ —	\$ —	\$ —	\$ —
Operating leases—property and equipment	4,583	4,469	4,459	3,920	3,660	16,515
Revolving credit facility	—	—	350,700	—	—	—
Interest expense on revolving credit facility ⁽¹⁾	19,359	19,359	3,872	—	—	—
6.125% senior notes due in 2026	—	—	—	—	—	300,000
Interest expense on 6.125% senior notes due in 2026 ⁽²⁾	18,375	18,375	18,375	18,375	18,375	20,570
Total contractual obligations to be settled in cash	\$ 63,359	\$ 42,203	\$ 377,406	\$ 22,295	\$ 22,035	\$ 337,085

- (1) Assumes that our outstanding revolving credit facility debt at December 31, 2019 remains outstanding until its maturity date and we incur interest expense at the weighted average interest rate on our borrowings outstanding for the three months ended December 31, 2019, which is 5.52% per year.
- (2) Assumes that senior notes at December 31, 2019 remain outstanding until their maturity date and we incur interest expense at the coupon rate of 6.125%.

We believe that our future cash expected to be provided by operating activities, available borrowing capacity under our revolving credit facility, and our relationship with institutional lenders should enable us to meet our committed capital and our essential liquidity requirements for the next twelve months.

OFF-BALANCE SHEET ARRANGEMENTS

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect or change on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material. The term “off-balance sheet arrangement” generally means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with us is a party, under which we have (i) any obligation arising under a guarantee contract, derivative instrument or variable interest; or (ii) a retained or contingent interest in assets transferred to such entity or similar arrangement that serves as credit, liquidity or market risk support for such assets.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

Market risk is the risk of loss arising from adverse changes in market rates and prices. A principal market risk to which we are exposed is interest rate risk associated with borrowings under our revolving credit facility. Borrowings under our revolving credit facility bear interest at a variable rate based on LIBOR or the lender’s base rate. We manage a portion of our interest rate risk with interest rate swaps, which reduce our exposure to changes in interest rates by converting variable interest rates to fixed interest rates. At December 31, 2019 our derivative instruments were limited to interest rate swap agreements with an aggregate notional amount of \$300 million with the agreements expiring in June 2020. Pursuant to the terms of the interest rate swap agreements, we pay a blended fixed rate of approximately 2.04% and receive interest payments based on the one-month LIBOR. The net difference to be paid or received under the interest rate swap agreements are settled monthly and are recognized as an adjustment to interest expense. At December 31, 2019, we had outstanding borrowings of \$350.7 million under our revolving credit facility. Based on the outstanding balance of our variable-interest-rate debt at December 31, 2019, the terms of our interest rate swap agreements and assuming market interest rates increase or decrease by 100 basis points, the potential annual increase or decrease in interest expense is approximately \$0.5 million.

We do not purchase or market products that we handle or transport and, therefore, we do not have material direct exposure to changes in commodity prices, except for the value of product gains arising from certain of our terminaling services agreements with our customers. We do not use derivative commodity instruments to manage the

commodity risk associated with the product we may own at any given time. Generally, to the extent we are entitled to retain product pursuant to terminating services agreements with our customers, we sell the product to our customers on a contractually established periodic basis; the sales price is based on industry indices.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The following consolidated financial statements should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this Annual Report.

TransMontaigne Partners LLC and Subsidiaries:

Report of Independent Registered Public Accounting Firm	51
Consolidated balance sheets as of December 31, 2019 and 2018	52
Consolidated statements of operations for the years ended December 31, 2019, 2018 and 2017	53
Consolidated statements of equity for the years ended December 31, 2019, 2018 and 2017	54
Consolidated statements of cash flows for the years ended December 31, 2019, 2018 and 2017	55
Notes to consolidated financial statements	56

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Management of TransMontaigne Partners LLC

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of TransMontaigne Partners LLC (formerly TransMontaigne Partners L.P.) and subsidiaries (the "Company") as of December 31, 2019 and 2018, the related consolidated statements of income, partners' equity, and cash flows, for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in point (C) "Accounting for operations" in note 1 "summary of significant accounting policies" to the financial statements, the Company changed its method of accounting for leases effective January 1, 2019 due to the adoption of Accounting Standards Codification (ASC) Topic 842 – *Leases*. The Company used the modified retrospective transition method upon adoption, which had a material impact on the financial statements.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Emphasis of Matter

As discussed in Note 1 to the financial statements, effective June 1, 2019, TLP Management Services LLC ("TMS") was contributed to the Company and recorded at carryover basis as a reorganization of entities under common control. As such, prior periods include the assets, liabilities, and results of operations of TMS for all periods presented.

/s/ Deloitte & Touche LLP

Denver, Colorado
March 13, 2020

We have served as the Company's auditor since 2012

TransMontaigne Partners LLC and subsidiaries**Consolidated balance sheets****(Dollars in thousands)**

	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,090	\$ 1,026
Trade accounts receivable, net	16,500	14,049
Due from affiliates	2,882	1,953
Other current assets	6,346	8,097
Total current assets	26,818	25,125
Property, plant and equipment, net	727,220	689,170
Goodwill	9,428	9,428
Investments in unconsolidated affiliates	225,425	227,031
Right-of-use assets, operating leases	35,765	—
Other assets, net	47,397	51,254
	<u>\$ 1,072,053</u>	<u>\$ 1,002,008</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Trade accounts payable	\$ 24,650	\$ 28,212
Operating lease liabilities	3,001	—
Accrued liabilities	36,558	31,946
Total current liabilities	64,209	60,158
Other liabilities	4,990	4,643
Long-term operating lease liabilities	34,605	—
Long-term debt	644,162	598,622
Total liabilities	747,966	663,423
Commitments and contingencies (Note 14)		
Equity:		
Common units - 16,229,123 issued and outstanding at December 31, 2018	—	285,095
General partner interest - 2% interest with 331,206 equivalent units outstanding at December 31, 2018	—	53,490
Member interest	324,087	—
Total equity	324,087	338,585
	<u>\$ 1,072,053</u>	<u>\$ 1,002,008</u>

See accompanying notes to consolidated financial statements. Prior periods have been recast as a result of the TMS Contribution (see Note 1 of Notes to consolidated financial statements)

TransMontaigne Partners LLC and subsidiaries**Consolidated statements of operations****(In thousands)**

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Revenue:			
External customers	\$ 234,275	\$ 211,303	\$ 176,079
Affiliates	28,767	20,994	8,368
Total revenue	<u>263,042</u>	<u>232,297</u>	<u>184,447</u>
Costs and expenses:			
Operating	(103,022)	(98,977)	(81,327)
General and administrative expenses	(23,660)	(23,707)	(23,692)
Insurance expenses	(4,995)	(4,976)	(4,064)
Deferred compensation expense	(2,308)	(3,478)	(2,999)
Depreciation and amortization	(52,535)	(49,793)	(36,188)
Total costs and expenses	<u>(186,520)</u>	<u>(180,931)</u>	<u>(148,270)</u>
Earnings from unconsolidated affiliates	4,894	8,852	7,071
Gain from insurance proceeds	3,351	—	—
Loss on disposition of assets	—	(901)	—
Operating income	<u>84,767</u>	<u>59,317</u>	<u>43,248</u>
Other expenses:			
Interest expense	(36,196)	(31,900)	(10,473)
Amortization of deferred debt issuance costs	(2,657)	(3,037)	(1,221)
Total other expenses	<u>(38,853)</u>	<u>(34,937)</u>	<u>(11,694)</u>
Net earnings	<u>\$ 45,914</u>	<u>\$ 24,380</u>	<u>\$ 31,554</u>

See accompanying notes to consolidated financial statements. Prior periods have been recast as a result of the TMS Contribution (see Note 1 of Notes to consolidated financial statements)

TransMontaigne Partners LLC and subsidiaries
Consolidated statements of equity

(Dollars in thousands)

	Common units	General partner interest	Member interest	Total
Balance December 31, 2016	\$ 317,525	\$ 52,692	\$ —	\$ 370,217
Distributions to unitholders	(47,349)	(11,985)	—	(59,334)
Equity-based compensation	2,729	—	—	2,729
Issuance of 6,498 common units pursuant to our long-term incentive plan	270	—	—	270
Issuance of 33,205 common units pursuant to our savings and retention program	—	—	—	—
Settlement of tax withholdings on equity-based compensation	(711)	—	—	(711)
Contribution of cash by TransMontaigne GP to maintain its 2% general partner interest	—	36	—	36
Contribution from TLP Holdings	17,179	—	—	17,179
Net earnings for year ended December 31, 2017	18,850	12,704	—	31,554
Balance December 31, 2017	308,493	53,447	—	361,940
Distributions to unitholders	(51,152)	(15,672)	—	(66,824)
Equity-based compensation	3,208	—	—	3,208
Issuance of 6,972 common units pursuant to our long-term incentive plan	270	—	—	270
Issuance of 44,798 common units pursuant to our savings and retention program	—	—	—	—
Settlement of tax withholdings on equity-based compensation	(658)	—	—	(658)
Contribution of cash by TransMontaigne GP to maintain its 2% general partner interest	—	39	—	39
Contribution from TLP Holdings	16,230	—	—	16,230
Net earnings for year ended December 31, 2018	8,704	15,676	—	24,380
Balance December 31, 2018	285,095	53,490	—	338,585
Distributions to unitholders	(13,064)	(4,186)	—	(17,250)
Purchase of common units and conversion to member interest	(279,895)	(51,978)	331,873	—
Reclassification of outstanding equity-based compensation to liability	—	—	(6,199)	(6,199)
Contribution from TLP Holdings	4,829	—	491	5,320
Equity-based compensation	45	—	—	45
Distributions to TLP Finance	—	—	(42,328)	(42,328)
Net earnings for year ended December 31, 2019	2,990	2,674	40,250	45,914
Balance December 31, 2019	\$ —	\$ —	\$ 324,087	\$ 324,087

See accompanying notes to consolidated financial statements. Prior periods have been recast as a result of the TMS Contribution (see Note 1 of Notes to consolidated financial statements).

TransMontaigne Partners LLC and subsidiaries
Consolidated statements of cash flows
(Dollars in thousands)

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Cash flows from operating activities:			
Net earnings	\$ 45,914	\$ 24,380	\$ 31,554
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	52,535	49,793	36,188
Loss on disposition of assets	—	901	—
Earnings from unconsolidated affiliates	(4,894)	(8,852)	(7,071)
Distributions from unconsolidated affiliates	11,432	15,565	17,128
Equity-based compensation	45	3,478	2,999
Amortization of deferred debt issuance costs	2,657	3,037	1,221
Amortization of deferred revenue	(714)	(324)	(333)
Unrealized (gain) loss on derivative instruments	623	433	(232)
Gain from insurance proceeds	(3,351)	—	—
Changes in operating assets and liabilities:			
Trade accounts receivable, net	(2,451)	(3,696)	(807)
Due from affiliates	(819)	690	(1,989)
Other current assets	(152)	3,116	1,353
Amounts due under long-term terminaling services agreements, net	1,268	1,160	801
Right-of-use assets, operating leases	2,235	—	—
Deposits	10	(456)	—
Other assets, net	1,257	—	—
Trade accounts payable	(880)	3,092	2,047
Accrued liabilities	(2,068)	10,893	3,178
Operating lease liabilities	(2,058)	—	—
Net cash provided by operating activities	<u>100,589</u>	<u>103,210</u>	<u>86,037</u>
Cash flows from investing activities:			
Acquisition of terminal assets	—	—	(276,760)
Investments in unconsolidated affiliates	(4,932)	(1,413)	(2,145)
Return of investment in unconsolidated affiliates	—	850	—
Capital expenditures	(91,023)	(66,331)	(58,050)
Proceeds from sale of assets	—	10,025	—
Proceeds from insurance claims	4,988	—	—
Net cash used in investing activities	<u>(90,967)</u>	<u>(56,869)</u>	<u>(336,955)</u>
Cash flows from financing activities:			
Proceeds from senior notes	—	300,000	—
Borrowings under revolving credit facility	174,900	166,400	442,100
Repayments under revolving credit facility	(130,200)	(453,600)	(140,700)
Debt issuance costs	—	(7,871)	(7,695)
Taxes paid for equity compensation awards	—	(658)	(711)
Distributions paid to unitholders	(17,250)	(66,824)	(59,334)
Distributions to TLP Finance	(42,328)	—	—
Contributions from TLP Holdings and TransMontaigne GP	5,320	16,269	17,215
Net cash provided by (used in) financing activities	<u>(9,558)</u>	<u>(46,284)</u>	<u>250,875</u>
Increase (decrease) in cash and cash equivalents	64	57	(43)
Cash and cash equivalents at beginning of period	1,026	969	1,012
Cash and cash equivalents at end of period	<u>\$ 1,090</u>	<u>\$ 1,026</u>	<u>\$ 969</u>
Supplemental disclosures of cash flow information:			
Cash paid for interest	<u>\$ 35,667</u>	<u>\$ 24,635</u>	<u>\$ 10,077</u>
Property, plant and equipment acquired with accounts payable	<u>\$ 16,869</u>	<u>\$ 19,353</u>	<u>\$ 3,207</u>

See accompanying notes to consolidated financial statements. Prior periods have been recast as a result of the TMS Contribution (see Note 1 of Notes to consolidated financial statements).

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Nature of business

TransMontaigne Partners LLC (“we,” “us,” “our,” “the Company”) provides integrated terminaling, storage, transportation and related services for companies engaged in the trading, distribution and marketing of light refined petroleum products, heavy refined petroleum products, crude oil, chemicals, fertilizers and other liquid products. We conduct our operations in the United States along the Gulf Coast, in the Midwest, in Houston and Brownsville, Texas, along the Mississippi and Ohio rivers, in the Southeast and along the West Coast.

We were originally formed as TransMontaigne Partners L.P. (“the Partnership”) in February 2005 as a Delaware limited partnership. Through February 26, 2019, the Partnership’s common units were listed and publicly traded on the New York Stock Exchange under the symbol “TLP”. The Partnership was controlled by a general partner, TransMontaigne GP L.L.C. (“TransMontaigne GP”), which was an indirect, controlled subsidiary of ArcLight Energy Partners Fund VI, L.P. (“ArcLight”). TransMontaigne GP also held the Partnership’s incentive distribution rights, which were non-voting limited partner interests with the rights set forth in the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of May 27, 2005, as amended from time to time.

On February 26, 2019, an affiliate of ArcLight completed its previously announced acquisition of all of the Partnership’s outstanding publicly traded common units not already held by ArcLight and its affiliates by way of our merger (the “Merger”) with a wholly owned subsidiary of TLP Finance Holdings, LLC (“TLP Finance”), an indirect controlled subsidiary of ArcLight. At the effective time of the Merger, each of the Partnership’s general partner units issued and outstanding immediately prior to the acquisition effective time was converted into (i)(a) one Partnership 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 was converted into 100 Partnership common units, (iii) our general partner distributed its common units in the Partnership (the “Transferred GP Units”) to TLP Acquisition Holdings, LLC, a Delaware limited liability company (“TLP Holdings”), and TLP Holdings contributed the Transferred GP Units to TLP Finance, (iv) the Partnership converted into the Company (a Delaware limited liability company) pursuant to Section 17-219 of the Delaware Limited Partnership Act and changed its name to “TransMontaigne Partners LLC”, and all of our common units owned by TLP Finance were converted into limited liability company interests (“member interest”), (v) the non-economic interest in the Company owned by our general partner was automatically cancelled and ceased to exist and our general partner merged with and into the Company with the Company surviving, and (vi) the Company became 100% owned by TLP Finance (the transactions described in the foregoing clauses (i) through (vi), collectively with the Merger, the “Take-Private Transaction”).

As a result of the Take-Private Transaction, our common units ceased to be publicly traded, and our common units are no longer listed on the New York Stock Exchange. Our 6.125% senior unsecured notes due in 2026 remain outstanding, and we are voluntarily filing with the Securities and Exchange Commission pursuant to the covenants contained in those notes.

Effective June 1, 2019, TLP Finance contributed all of the issued and outstanding equity of its wholly-owned subsidiary, TLP Management Services LLC (“TMS” and such interest, the “TMS Interest”) to the Company, and the Company immediately contributed the TMS Interest to its 100% owned operating company subsidiary TransMontaigne Operating Company L.P. (the “TMS Contribution”). Prior to the TMS Contribution, we had no employees and all of our management and operational activities were provided by TMS. Further, TMS provided all payroll programs and maintained all employee benefits programs on behalf of our Company with respect to applicable TMS employees (as well as on behalf of certain other ArcLight affiliates). As a result of the TMS Contribution, we have assumed the employees and operational activities previously provided by TMS, except for our executive officers as further described below. The TMS Contribution has been recorded at carryover basis as a reorganization of entities under common control. As such, prior periods include the assets, liabilities, and results of operations of TMS for all periods presented.

As a result of the TMS Contribution, the omnibus agreement in place in various forms since the inception of the Partnership, and immediately prior to the TMS Contribution between TMS and us, which, among other things, governed the provision of management and operational services provided for us by TMS, is no longer relevant and was terminated.

Following the TMS Contribution, the executive officers who provide services to the Company are employed by TransMontaigne Management Company, LLC (“TMC”), a wholly owned subsidiary of ArcLight, which also provides services to certain other ArcLight affiliates. As a result, we do not directly employ any of the persons responsible for the executive management of our business. Nonetheless, TMS continues to provide certain payroll functions and maintains all employee benefits programs on our behalf of TMC pursuant to a services agreement between TMC and TMS.

Our basis in the assets and liabilities of TMS at December 31, 2018 was as follows (in thousands):

Cash	\$	694
Trade accounts receivable		7
Due from affiliates		456
Other current assets		456
Property, plant and equipment, net		991
Other assets, net		484
Trade accounts payable		(1,205)
Accrued and other liabilities		(3,025)
Equity	\$	<u>(1,142)</u>

(b) Basis of presentation and use of estimates

Our accounting and financial reporting policies conform to accounting principles generally accepted in the United States of America (“GAAP”). The accompanying consolidated financial statements include the accounts of TransMontaigne Partners LLC and its controlled subsidiaries. Investments where we do not have the ability to exercise control, but do have the ability to exercise significant influence, are accounted for using the equity method of accounting. All inter-company accounts and transactions have been eliminated in the preparation of the accompanying consolidated financial statements. The accompanying consolidated financial statements include all adjustments (consisting of normal and recurring accruals) considered necessary to present fairly our financial position as of December 31, 2019 and 2018 and our results of operations for the years ended December 31, 2019, 2018 and 2017. Certain reclassifications of previously reported amounts have been made to conform to the current year presentation.

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting periods. The following estimates, in management’s opinion, are subjective in nature, require the exercise of judgment, and/or involve complex analyses: useful lives of our plant and equipment, accrued environmental obligations and business combinations estimates and assumptions. Changes in these estimates and assumptions will occur as a result of the passage of time and the occurrence of future events. Actual results could differ from these estimates.

(c) Accounting for terminal and pipeline operations

Effective January 1, 2019, we adopted Accounting Standards Codification (“ASC”) Topic 842, *Leases* and the series of related Accounting Standards Updates that followed (collectively referred to as “ASC 842”). The most significant changes under the new guidance include clarification of the definition of a lease, and the requirements for lessees to recognize a right-of-use asset and a lease liability for all qualifying leases in the consolidated balance sheet. Further, under ASC 842, additional disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases. We used the modified retrospective transition method applied at the effective date of the standard. By electing this optional transition method, information prior to January 1, 2019 has not been restated and continues to be reported under the accounting standards in effect for the period (“ASC 840”) (See Note 14 of Notes to consolidated financial statements).

Effective January 1, 2018, we adopted Accounting Standards Codification (“ASC”) Topic 606, *Revenue from Contracts with Customers* (“ASC 606”), applying the modified retrospective transition method, which required us to apply the new standard to (i) all new revenue contracts entered into after January 1, 2018, and (ii) revenue contracts which were not completed as of January 1, 2018. ASC 606 replaces existing revenue recognition requirements in GAAP and requires entities to recognize revenue at an amount that reflects the consideration to which we expect to be entitled in exchange for transferring goods or services to a customer. ASC 606 also requires certain disclosures regarding qualitative and quantitative information regarding the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The adoption of ASC 606 did not result in a transition adjustment nor did it have an impact on the timing or amount of our revenue recognition (See Note 16 of Notes to consolidated financial statements).

The adoption of ASC 606 did not result in changes to our accounting for trade accounts receivable (see Note 4 of Notes to consolidated financial statements), contract assets or contract liabilities. We recognize contract assets in situations where revenue recognition under ASC 606 occurs prior to billing the customer based on our rights under the contract. Contract assets are transferred to accounts receivable when the rights become unconditional. At December 31, 2019, we did not have any contract assets related to ASC 606.

Contract liabilities primarily relate to consideration received from customers in advance of completing the performance obligation. A performance obligation is a promise in a contract to transfer goods or services to the customer. We recognize contract liabilities under these arrangements as revenue once all contingencies or potential performance obligations have been satisfied by the (i) performance of services or (ii) expiration of the customer’s rights under the contract. Short-term contract liabilities include customer advances and deposits (see Note 10 of Notes to consolidated financial statements). Long-term contract liabilities include deferred revenue (See Note 11 of Notes to consolidated financial statements).

We generate revenue from terminaling services fees, pipeline transportation fees and management fees. Under ASC 606 and ASC 842, we recognize revenue over time or at a point in time, depending on the nature of the performance obligations contained in the respective contract with our customer. The contract transaction price is allocated to each performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The majority of our revenue is recognized pursuant to ASC 842. The following is an overview of our significant revenue streams, including a description of the respective performance obligations and related method of revenue recognition.

Terminaling services fees. Our terminaling services agreements are structured as either throughput agreements or storage agreements. Our throughput agreements contain provisions that require our customers to make minimum payments, which are based on contractually established minimum volumes of throughput of the customer’s product at our facilities, over a stipulated period of time. Due to this minimum payment arrangement, we recognize a fixed amount of revenue from the customer over a certain period of time, even if the customer throughputs less than the minimum volume of product during that period. In addition, if a customer throughputs a volume of product exceeding the minimum volume, we would recognize additional revenue on this incremental volume. Our storage agreements require our customers to make minimum payments based on the volume of storage capacity available to the customer under the agreement, which results in a fixed amount of recognized revenue. We refer to the fixed amount of revenue recognized pursuant to our terminaling services agreements as being “firm commitments.”

Our terminaling services agreements include revenue recognized in accordance with ASC 606 and ASC 842. Upon adoption of these standards, we evaluated our contracts to determine whether the contract contained a lease. Significant assumptions used in this process include the determination of whether substantive substitution rights exist based on the terms of the contract and available capacity at the terminal at the time of contract inception. Our terminaling services agreements do not allow our customers to purchase the underlying asset and vary in terms and conditions with respect to extension or termination options. If a contract is accounted for as a lease under ASC 842, we recognize the minimum payments as lease revenue and revenue recognized in excess of firm commitments as a variable payment of the lease. All other components of the contracts accounted for as a lease are treated as non-lease components (ancillary revenue) and are accounted for in accordance with ASC 606. The majority of our firm commitments under our terminaling services agreements are accounted for as lease revenue in accordance with ASC 842 (“ASC 842 revenue”). The remaining firm commitments under our terminaling services agreements not accounted for as lease revenue are

accounted for in accordance with ASC 606 (“ASC 606 revenue”), where the minimum payment arrangement in each contract is considered a single performance obligation that is primarily satisfied over time through the contract term.

Revenue recognized in excess of firm commitments and revenue recognized based solely on the volume of product distributed or injected are referred to as ancillary. The ancillary revenue associated with terminaling services include volumes of product throughput that exceed the contractually established minimum volumes, injection fees based on the volume of product injected with additive compounds, heating and mixing of stored products, product transfer, railcar handling, butane blending, proceeds from the sale of product gains, wharfage and vapor recovery. The revenue generated by these services is required to be estimated under ASC 606 for any uncertainty that is not resolved in the period of the service. We account for the majority of ancillary revenue at individual points in time when the services are delivered to the customer. The majority of our ancillary revenue is recognized in accordance with ASC 606 (See Note 16 of Notes to consolidated financial statements).

Pipeline transportation fees. We earn pipeline transportation fees at our Diamondback pipeline either based on the volume of product transported or under capacity reservation agreements. Revenue associated with the capacity reservation is recognized ratably over the respective term, regardless of whether the capacity is actually utilized. We earn pipeline transportation fees at our Razorback pipeline based on an allocation of the aggregate fees charged under the capacity agreement with our customer who has contracted for 100% of our Razorback system. Pipeline transportation revenue is primarily accounted for in accordance with ASC 842.

Management fees. We manage and operate certain tank capacity at our Port Everglades South terminal for a major oil company and receive a reimbursement of its proportionate share of operating and maintenance costs. We manage and operate the Frontera joint venture and receive a management fee based on our costs incurred. We manage and operate terminals that are owned by affiliates of ArcLight, including for SeaPort Midstream Partners, LLC (“SMP”) in Seattle, Washington and Portland, Oregon and another terminal for SeaPort Sound Terminal, LLC (“SeaPort Sound”) in Tacoma, Washington and, in each case, receive a management fee based on our costs incurred plus an annual fee. We also manage additional terminal facilities that are owned by affiliates of ArcLight, including Lucknow-Highspire Terminals, LLC (“LHT”), which operates terminals throughout Pennsylvania encompassing approximately 9.9 million barrels of storage capacity, and prior to July 1, 2019, a terminal in Baltimore, Maryland for Pike Baltimore Terminals, LLC (the “Baltimore Terminal”), and receive a management fee based on our costs incurred. Our management of the Baltimore Terminal ended on July 1, 2019. We manage and operate rail sites at certain Southeast terminals on behalf of a major oil company and receive reimbursement for operating and maintenance costs. We lease land under operating leases as the lessor or sublessor with third parties and affiliates. We also managed and operated for an affiliate of PEMEX, Mexico’s state-owned petroleum company, a products pipeline connected to our Brownsville terminal facility and received a management fee through August 23, 2018. Management fee revenue is recognized at individual points in time as the services are performed or as the costs are incurred and is primarily accounted for in accordance with ASC 606. Management fees related to lease revenue are accounted for in accordance with ASC 842.

(d) Cash and cash equivalents

We consider all short-term investments with a remaining maturity of three months or less at the date of purchase to be cash equivalents.

(e) Property, plant and equipment

Depreciation is computed using the straight-line method. Estimated useful lives are 15 to 25 years for terminals and pipelines and 3 to 25 years for furniture, fixtures and equipment. All items of property, plant and equipment are carried at cost. Expenditures that increase capacity or extend useful lives are capitalized. Repairs and maintenance are expensed as incurred.

We evaluate long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset group may not be recoverable based on expected undiscounted future cash flows attributable to that asset group. If an asset group is impaired, the impairment loss to be recognized is the excess of the carrying amount of the asset group over its estimated fair value.

(f) Investments in unconsolidated affiliates

We account for our investments in unconsolidated affiliates, which we do not control but do have the ability to exercise significant influence over, using the equity method of accounting. Under this method, the investment is recorded at acquisition cost, increased by our proportionate share of any earnings and additional capital contributions and decreased by our proportionate share of any losses, distributions received and amortization of any excess investment. Excess investment is the amount by which our total investment exceeds our proportionate share of the book value of the net assets of the investment entity. We evaluate our investments in unconsolidated affiliates for impairment whenever events or circumstances indicate there is a loss in value of the investment that is other than temporary. In the event of impairment, we would record a charge to earnings to adjust the carrying amount to estimated fair value.

(g) Environmental obligations

We accrue for environmental costs that relate to existing conditions caused by past operations when probable and reasonably estimable (see Note 10 of Notes to consolidated financial statements). Environmental costs include initial site surveys and environmental studies of potentially contaminated sites, costs for remediation and restoration of sites determined to be contaminated and ongoing monitoring costs, as well as fines, damages and other costs, including direct legal costs. Liabilities for environmental costs at a specific site are initially recorded, on an undiscounted basis, when it is probable that we will be liable for such costs, and a reasonable estimate of the associated costs can be made based on available information. Such an estimate includes our share of the liability for each specific site and the sharing of the amounts related to each site that will not be paid by other potentially responsible parties, based on enacted laws and adopted regulations and policies. Adjustments to initial estimates are recorded, from time to time, to reflect changing circumstances and estimates based upon additional information developed in subsequent periods. Estimates of our ultimate liabilities associated with environmental costs are difficult to make with certainty due to the number of variables involved, including the early stage of investigation at certain sites, the lengthy time frames required to complete remediation, technology changes, alternatives available and the evolving nature of environmental laws and regulations. We periodically file claims for insurance recoveries of certain environmental remediation costs with our insurance carriers under our comprehensive liability policies (see Note 5 of Notes to consolidated financial statements).

In connection with our acquisition of the Florida (other than Pensacola), Midwest, Brownsville, Texas, River, Southeast, and Pensacola, Florida terminal and facilities, a third party agreed to indemnify us against certain potential environmental claims, losses and expenses. Based on our current knowledge, we expect that the active remediation projects subject to the benefit of this indemnification obligation are winding down and will not involve material additional claims, losses, and expenses. Nonetheless, the forgoing environmental indemnification obligations of a third party to us remain in place and were not affected by the Take-Private Transaction.

(h) Asset retirement obligations

Asset retirement obligations are legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development or normal use of the asset. GAAP requires that the fair value of a liability related to the retirement of long-lived assets be recorded at the time a legal obligation is incurred. Once an asset retirement obligation is identified and a liability is recorded, a corresponding asset is recorded, which is depreciated over the remaining useful life of the asset. After the initial measurement, the liability is adjusted to reflect changes in the asset retirement obligation. If and when it is determined that a legal obligation has been incurred, the fair value of any liability is determined based on estimates and assumptions related to retirement costs, future inflation rates and interest rates. Our long-lived assets consist of above-ground storage facilities and underground pipelines. We are unable to predict if and when these long-lived assets will become completely obsolete and require dismantlement. We have not recorded an asset retirement obligation, or corresponding asset, because the future dismantlement and removal dates of our long-lived assets is indeterminable and the amount of any associated costs are believed to be insignificant. Changes in our assumptions and estimates may occur as a result of the passage of time and the occurrence of future events.

(i) Deferred compensation expense

We have a savings and retention program to compensate certain employees who provide services to the Company. Prior to the Take-Private Transaction, we had the ability to settle the awards in our common units, and accordingly, we accounted for the awards as an equity award. Following the Take-Private Transaction, we index the awards to other forms of investments, and have the intent and ability to settle the awards in cash, and accordingly, we account for the awards as liability awards (see Note 13 of Notes to consolidated financial statements).

(j) Accounting for derivative instruments

Generally accepted accounting principles require us to recognize all derivative instruments at fair value in the consolidated balance sheets as assets or liabilities. Changes in the fair value of our derivative instruments are recognized in earnings.

At December 31, 2019 our derivative instruments were limited to interest rate swap agreements with an aggregate notional amount of \$300 million with the agreements expiring in June 2020. The derivative instrument outstanding at December 31, 2018 and 2017 expired on March 11, 2019. Pursuant to the terms of the current outstanding interest rate swap agreements, we pay a blended fixed rate of approximately 2.04% and receive interest payments based on the one-month LIBOR. The net difference to be paid or received under the interest rate swap agreements is settled monthly and is recognized as an adjustment to interest expense. The fair value of our interest rate swap agreements were determined using a pricing model based on the LIBOR swap rate and other observable market data.

(k) Income taxes

No provision for U.S. federal income taxes has been reflected in the accompanying consolidated financial statements because we are treated as a partnership for federal income tax purposes. As a partnership, all income, gains, losses, expenses, deductions and tax credits generated by us flow up to our owners.

(l) Comprehensive income

Entities that report items of other comprehensive income have the option to present the components of net earnings and comprehensive income in either one continuous financial statement, or two consecutive financial statements. As the Partnership has no components of comprehensive income other than net earnings, no statement of comprehensive income has been presented.

(m) Recent accounting pronouncements

In January 2017, the FASB issued ASU 2017-04, *Intangibles-Goodwill and Other: Simplifying the Test for Goodwill Impairment*, to simplify the accounting for goodwill impairment by eliminating step 2 from the goodwill impairment test. ASU 2017-04 is effective for annual reporting periods beginning after December 15, 2019, including interim periods within that reporting period. We do not expect the adoption to have an impact on our financial position, results of operations and cash flows.

In May 2019, the FASB issued ASU 2019-05, *Financial Instruments—Credit Losses (Topic 326): Targeted Transition Relief*, which provides transition relief and allows entities to elect the fair value option on certain financial instruments. ASU 2019-05 is effective for annual reporting periods beginning after December 15, 2019, including interim periods within that reporting period. We do not expect the adoption to have an impact on our financial position, results of operations and cash flows.

(2) TRANSACTIONS WITH AFFILIATES

Operations and reimbursement agreement—Frontera. We have a 50% ownership interest in the Frontera Brownsville LLC joint venture (Frontera). We operate Frontera, in accordance with an operations and reimbursement agreement executed between us and Frontera, for a management fee that is based on our costs incurred. Our agreement with Frontera stipulates that we may resign as the operator at any time with the prior written consent of Frontera, or that we may be removed as the operator for good cause, which includes material noncompliance with laws and material failure to adhere to good industry practice regarding health, safety or environmental matters. For the years ended December 31, 2019, 2018 and 2017 we recognized approximately \$5.8 million, \$5.8 million and \$5.3 million, respectively, of revenue related to this operations and reimbursement agreement.

Terminaling services agreements—Brownsville terminals. We have two terminaling services agreements with Frontera relating to our Brownsville, Texas facility that will expire in June 2020, subject to automatic renewals unless terminated by either party upon 90 days' and 180 days' prior notice, respectively. In exchange for its minimum throughput commitments, we have agreed to provide Frontera with approximately 301,000 barrels of storage capacity. For the years ended December 31, 2019, 2018 and 2017 we recognized revenue related to this agreement of approximately \$2.6 million, \$2.5 million and \$1.9 million, respectively.

Terminaling services agreement—Gulf Coast terminals. Associated Asphalt Marketing, LLC is a wholly-owned indirect subsidiary of ArcLight. Effective January 1, 2018, a third party customer assigned their terminaling services agreement relating to our Gulf Coast terminals to Associated Asphalt Marketing, LLC. The agreement will expire in April 2021, subject to two, two-year automatic renewals unless terminated by either party upon 180 days' prior notice. In exchange for its minimum throughput commitment, we have agreed to provide Associated Asphalt Marketing, LLC with approximately 750,000 barrels of storage capacity. For the years ended December 31, 2019, 2018 and 2017 we recognized revenue related to this agreement with Associated Asphalt Marketing, LLC of approximately \$8.5 million, \$8.5 million and \$nil, respectively.

Operating and administrative agreement—SeaPort Midstream Partners, LLC (“SMP”)—Central services. We operate two refined products terminals in Seattle, Washington and Portland, Oregon, on behalf of SMP, in accordance with an operating and administrative agreement executed between us and SMP, for a management fee that is based on our costs incurred plus an annual fee. SMP is a joint venture between SeaPort Midstream Holdings LLC, an ArcLight subsidiary, and BP West Coast Products LLC. SeaPort Midstream Holdings LLC owns 51% of SMP. The operating and administrative agreement will expire in November 2020, subject to one-year automatic renewals unless terminated by either party upon 180 days' prior notice. Our agreement with SMP stipulates that we may resign as the operator at any time with the prior written consent of SMP, or that we may be removed as the operator for good cause, which includes material noncompliance with laws and material failure to adhere to good industry practice regarding health, safety or environmental matters. For the years ended December 31, 2019, 2018 and 2017 we recognized revenue related to this operations and administrative agreement of approximately \$3.4 million, \$3.4 million and \$1.2 million, respectively.

Operations and reimbursement agreement—SeaPort Sound Terminal, LLC (“SeaPort Sound”)—Central services. Our subsidiary, TMS, operates a refined products terminal in Tacoma, Washington on behalf of SeaPort Midstream Holdings LLC, an ArcLight subsidiary. We receive a management fee based on our costs incurred plus an annual fee. For the years ended December 31, 2019, 2018 and 2017 we recognized revenue related to this operations and reimbursement agreement of approximately \$7.2 million, \$0.7 million and \$nil, respectively.

Other affiliates—Central services. We manage additional terminal facilities that are owned by affiliates of ArcLight, including LHT, and, prior to July 1, 2019, the Baltimore Terminal. For the years ended December 31, 2019, 2018 and 2017 we recognized revenue related to reimbursements from these affiliates of approximately \$1.2 million, \$0.1 million and \$nil, respectively. Our management of the Baltimore Terminal terminated on July 1, 2019.

Services Agreement – TMC. Following the TMS Contribution, our executive officers who provide services to the Company are employed by TMC, a wholly owned subsidiary of ArcLight, which also provides services to certain other ArcLight affiliates. Pursuant to a services agreement, dated August 18, 2019, between TMS and TMC, TMS

continues to provide certain payroll functions and maintains all employee benefits programs on behalf of TMC. TMC is reimbursed for the payroll and benefits expenses related to the executive officers, plus a 1% administration fee. Aggregate fees paid by us to TMC with respect to the services agreement were approximately \$0.8 million for the year ended December 31, 2019. TMC officer awards vested in 2019 were insignificant and accounted for as a Contribution from TLP Holdings.

See also Note 1(a) of Notes to consolidated financial statements, Nature of business, for information regarding the TMS Contribution.

(3) BUSINESS COMBINATION AND TERMINAL ACQUISITION

On December 15, 2017, we acquired the West Coast terminals from a third party for a total purchase price of \$276.8 million. The West Coast terminals represent two waterborne refined product and crude oil terminals located in the San Francisco Bay Area refining complex with a total of 64 storage tanks with approximately 5.4 million barrels of active storage capacity. The West Coast terminals have access to domestic and international crude oil and refined products markets through marine, pipeline, truck and rail logistics capabilities. The accompanying consolidated financial statements include the assets, liabilities and results of operations of the West Coast terminals from December 15, 2017.

The purchase price and estimated assessment of the fair value of the assets acquired and liabilities assumed in the business combination were as follows (in thousands):

Other current assets	\$ 1,037
Property, plant and equipment	228,000
Goodwill	943
Customer relationships	47,000
Total assets acquired	276,980
Environmental obligation	220
Total liabilities assumed	220
Allocated purchase price	<u>\$ 276,760</u>

Goodwill represents the excess of the consideration paid for the acquired business over the fair value of the individual assets acquired, net of liabilities assumed. Goodwill represents the premium we paid to acquire the skilled workforce.

These unaudited pro forma results for the Company as a whole are for comparative purposes only and may not be indicative of the results that would have occurred had this acquisition been completed on January 1, 2016 or the results that will be attained in the future (in thousands):

	Pro Forma year ended December 31,	
	2017	2016
Revenue	\$ 226,653	\$ 205,605
Net earnings	\$ 38,920	\$ 26,958

Significant pro forma adjustments include depreciation expense and interest expense on the incremental borrowings necessary to finance this acquisition as well as adjustments to remove the related party transactions included in the historical financial statements of the West Coast terminals.

(4) CONCENTRATION OF CREDIT RISK AND TRADE ACCOUNTS RECEIVABLE

Our primary market areas are located in the United States along the Gulf Coast, in the Southeast, in Brownsville, Texas, along the Mississippi and Ohio Rivers, in the Midwest and along the West Coast. We have a concentration of trade receivable balances due from companies engaged in the trading, distribution and marketing of refined products and crude oil. These concentrations of customers may affect our overall credit risk in that the customers may be similarly affected by changes in economic, regulatory or other factors. Our customers' historical financial and

operating information is analyzed prior to extending credit. We manage our exposure to credit risk through credit analysis, credit approvals, credit limits and monitoring procedures, and for certain transactions we may request letters of credit, prepayments or guarantees. Amounts included in trade accounts receivable that are accounted for as ASC 606 revenue in accordance with ASC 606 approximate \$4.7 million at December 31, 2019. We maintain allowances for potentially uncollectible accounts receivable.

Trade accounts receivable, net consists of the following (in thousands):

	December 31, 2019	December 31, 2018
Trade accounts receivable	\$ 16,627	\$ 14,158
Less allowance for doubtful accounts	(127)	(109)
	<u>\$ 16,500</u>	<u>\$ 14,049</u>

The following table presents a roll forward of our allowance for doubtful accounts (in thousands):

	Balance at beginning of period	Charged to expenses	Deductions	Balance at end of period
2019	\$ 109	\$ 18	\$ —	\$ 127
2018	\$ 111	\$ —	\$ (2)	\$ 109
2017	\$ 119	\$ —	\$ (8)	\$ 111

The following customers accounted for at least 10% of our consolidated revenue in at least one of the periods presented in the accompanying consolidated statements of operations:

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
NGL Energy Partners LP	16 %	22 %	26 %
RaceTrac Petroleum Inc.	10 %	11 %	13 %
Castleton Commodities International LLC	9 %	10 %	13 %

(5) OTHER CURRENT ASSETS

Other current assets are as follows (in thousands):

	December 31, 2019	December 31, 2018
Amounts due from insurance companies	\$ 1,147	\$ 2,861
Prepaid insurance	2,595	1,371
Additive detergent	1,342	1,218
Unrealized gain on derivative instrument	—	143
Deposits and other assets	1,262	2,504
	<u>\$ 6,346</u>	<u>\$ 8,097</u>

Amounts due from insurance companies. We periodically file claims for recovery of environmental remediation costs with our insurance carriers under our comprehensive liability policies. We recognize our insurance recoveries in the period that we assess the likelihood of recovery as being probable (i.e., likely to occur). At December 31, 2019 and 2018, we have recognized amounts due from insurance companies of approximately \$1.1 million and \$2.9 million, respectively, representing our best estimate of our probable insurance recoveries. During the year ended December 31, 2019, we received reimbursements from insurance companies of approximately \$2.4 million. During the year ended December 31, 2019, we increased our estimate of probable future insurance recoveries by approximately \$0.7 million.

(6) PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment, net is as follows (in thousands):

	December 31, 2019	December 31, 2018
Land	\$ 83,451	\$ 83,451
Terminals, pipelines and equipment	995,666	918,537
Furniture, fixtures and equipment	9,788	7,289
Construction in progress	73,302	64,763
	<u>1,162,207</u>	<u>1,074,040</u>
Less accumulated depreciation	(434,987)	(384,870)
	<u>\$ 727,220</u>	<u>\$ 689,170</u>

At December 31, 2019, Property, plant and equipment, net utilized by our customers in operating lease arrangements consisted of \$523.9 million of terminals, pipelines and equipment. The terminals, pipelines and equipment primarily relates to our storage tanks and associated internal piping.

(7) GOODWILL

Goodwill is as follows (in thousands):

	December 31, 2019	December 31, 2018
Brownsville terminals	\$ 8,485	\$ 8,485
West Coast terminals	943	943
	<u>\$ 9,428</u>	<u>\$ 9,428</u>

Goodwill is required to be tested for impairment annually unless events or changes in circumstances indicate it is more likely than not that an impairment loss has been incurred at an interim date. Our annual test for the impairment of goodwill is performed as of December 31. The impairment test is performed at the reporting unit level. Our reporting units are our operating segments (see Note 17 of Notes to consolidated financial statements). The fair value of each reporting unit is determined on a stand-alone basis from the perspective of a market participant and represents an estimate of the price that would be received to sell the unit as a whole in an orderly transaction between market participants at the measurement date. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to be impaired.

At December 31, 2019 and 2018 our Brownsville and West Coast terminals contained goodwill. Our estimate of the fair value of our Brownsville and West Coast terminals at December 31, 2019 and 2018 substantially exceeded the carrying amount. Accordingly, we did not recognize any goodwill impairment charges during the years ended December 31, 2019, 2018 and 2017, respectively. However, an increase in the assumed market participants' weighted average cost of capital, the loss of a significant customer, the disposition of significant assets, or an unforeseen increase in the costs to operate and maintain the Brownsville and West Coast terminals, could result in the recognition of an impairment charge in the future.

(8) INVESTMENTS IN UNCONSOLIDATED AFFILIATES

At December 31, 2019 and 2018, our investments in unconsolidated affiliates include a 42.5% Class A ownership interest in Battleground Oil Specialty Terminal Company LLC (“BOSTCO”) and a 50% ownership interest in Frontera Brownsville LLC (“Frontera”). BOSTCO is a terminal facility located on the Houston Ship Channel that encompasses approximately 7.1 million barrels of distillate, residual and other black oil product storage. Class A and Class B ownership interests share in cash distributions on a 96.5% and 3.5% basis, respectively. Class B ownership interests do not have voting rights and are not required to make capital investments. Frontera is a terminal facility located in Brownsville, Texas that encompasses approximately 1.7 million barrels of light petroleum product storage, as well as related ancillary facilities.

The following table summarizes our investments in unconsolidated affiliates:

	Percentage of ownership		Carrying value (in thousands)	
	December 31, 2019	December 31, 2018	December 31, 2019	December 31, 2018
BOSTCO	42.5 %	42.5 %	\$ 201,743	\$ 203,005
Frontera	50 %	50 %	23,682	24,026
Total investments in unconsolidated affiliates			\$ 225,425	\$ 227,031

At December 31, 2019 and 2018, our investment in BOSTCO includes approximately \$6.6 million and \$6.8 million, respectively, of excess investment related to a one time buy-in fee to acquire our 42.5% interest and capitalization of interest on our investment during the construction of BOSTCO amortized over the useful life of the assets. Excess investment is the amount by which our investment exceeds our proportionate share of the book value of the net assets of the BOSTCO entity.

Earnings from investments in unconsolidated affiliates were as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
BOSTCO	\$ 2,356	\$ 5,767	\$ 3,543
Frontera	2,538	3,085	3,528
Total earnings from investments in unconsolidated affiliates	\$ 4,894	\$ 8,852	\$ 7,071

Additional capital investments in unconsolidated affiliates were as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
BOSTCO	\$ 4,707	\$ —	\$ 145
Frontera	225	1,413	2,000
Additional capital investments in unconsolidated affiliates	\$ 4,932	\$ 1,413	\$ 2,145

Cash distributions received from unconsolidated affiliates were as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
BOSTCO	\$ 8,325	\$ 12,135	\$ 12,256
Frontera	3,107	4,280	4,872
Cash distributions received from unconsolidated affiliates	\$ 11,432	\$ 16,415	\$ 17,128

The summarized financial information of our unconsolidated affiliates was as follows (in thousands):

Balance sheets:

	BOSTCO		Frontera	
	December 31, 2019	December 31, 2018	December 31, 2019	December 31, 2018
Current assets	\$ 12,478	\$ 19,299	\$ 4,870	\$ 5,866
Long-term assets	464,085	455,984	44,344	45,115
Current liabilities	(13,607)	(12,471)	(1,850)	(2,845)
Long-term liabilities	(6,036)	(1,259)	—	(84)
Net assets	\$ 456,920	\$ 461,553	\$ 47,364	\$ 48,052

Statements of income:

	BOSTCO Year ended December 31,			Frontera Year ended December 31,		
	2019	2018	2017	2019	2018	2017
Revenue	\$ 60,751	\$ 66,288	\$ 66,235	\$ 20,076	\$ 24,017	\$ 22,193
Expenses	(54,033)	(51,993)	(55,687)	(15,000)	(17,847)	(15,137)
Net income	\$ 6,718	\$ 14,295	\$ 10,548	\$ 5,076	\$ 6,170	\$ 7,056

(9) OTHER ASSETS, NET

Other assets, net are as follows (in thousands):

	December 31, 2019	December 31, 2018
Customer relationships, net of accumulated amortization of \$7,237 and \$4,887, respectively	\$ 42,193	\$ 44,543
Revolving credit facility unamortized deferred debt issuance costs, net of accumulated amortization of \$9,353 and \$7,656, respectively	3,818	5,515
Amounts due under long-term terminaling services agreements	215	422
Deposits and other assets	1,171	774
	\$ 47,397	\$ 51,254

Customer relationships. Other assets, net include certain customer relationships at our West Coast terminals. These customer relationships are being amortized on a straight-line basis over approximately twenty years. Expected future amortization expense for the customer relationships as of December 31, 2019 is as follows (in thousands):

	Years ending December 31,					Thereafter
	2020	2021	2022	2023	2024	
Amortization expense	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 30,443

Deferred debt issuance costs. Deferred debt issuance costs are amortized using the effective interest method over the term of the related credit facility.

Amounts due under long-term terminaling services agreements. We have long-term terminaling services agreements with certain of our customers that provide for minimum payments that increase at stated amounts over the terms of the respective agreements. We recognize as revenue the minimum payments under the long-term terminaling services agreements on a straight-line basis over the terms of the respective agreements. At December 31, 2019, included in amounts due under long-term terminaling services agreements is approximately \$0.2 million related to terminaling services agreements accounted for as operating leases under ASC 842. At December 31, 2019 and 2018, we have

recognized revenue in excess of the minimum payments that are due through those respective dates under the long-term terminaling services agreements resulting in an asset of approximately \$0.2 million and \$0.4 million, respectively.

(10) ACCRUED LIABILITIES

Accrued liabilities are as follows (in thousands):

	December 31, 2019	December 31, 2018
Accrued compensation expense	\$ 13,272	\$ 5,860
Customer advances and deposits	7,850	11,927
Accrued property taxes	3,149	3,003
Accrued environmental obligations	1,531	1,556
Interest payable	7,763	7,814
Accrued expenses and other	2,993	1,786
	<u>\$ 36,558</u>	<u>\$ 31,946</u>

Accrued compensation expense. Accrued compensation expense includes our bonus, payroll, and savings and retention program awards accruals. The increase at December 31, 2019 is primarily a result of accounting for the savings and retention program awards as accrued liabilities following the Take-Private Transaction as we have the intent and ability to settle the awards in cash. Prior to the Take-Private Transaction, we had the ability to settle the savings and retention program awards in our common units, and accordingly, we accounted for the awards as an equity award.

Customer advances and deposits. We bill certain of our customers one month in advance for terminaling services to be provided in the following month. At December 31, 2019, approximately \$7.0 million of the customer advances and deposits balance is related to terminaling services agreements accounted for as operating leases under ASC 842. At December 31, 2019, approximately \$0.9 million of the customer advances and deposits balance is considered contract liabilities under ASC 606. Revenue recognized during the year ended December 31, 2019 from amounts included in contract liabilities at the beginning of the period was approximately \$0.8 million. At December 31, 2019 and 2018, we have billed and collected from certain of our customers approximately \$7.9 million and \$11.9 million, respectively, in advance of the terminaling services being provided.

Accrued environmental obligations. At December 31, 2019 and 2018, we have accrued environmental obligations of approximately \$1.5 million and \$1.6 million, respectively, representing our best estimate of our remediation obligations. Changes in our estimates of our future environmental remediation obligations may occur as a result of the passage of time and the occurrence of future events.

The following table presents a roll forward of our accrued environmental obligations (in thousands):

	Balance at beginning of period	Payments	Increase in estimate	Balance at end of period
2019	\$ 1,556	\$ (671)	\$ 646	\$ 1,531
2018	\$ 1,855	\$ (457)	\$ 158	\$ 1,556
2017	\$ 2,107	\$ (1,204)	\$ 952	\$ 1,855

(11) OTHER LIABILITIES

Other liabilities are as follows (in thousands):

	December 31, 2019	December 31, 2018
Advance payments received under long-term terminaling services agreements	\$ 3,782	\$ 2,721
Deferred revenue	1,208	1,922
	<u>\$ 4,990</u>	<u>\$ 4,643</u>

Advance payments received under long-term terminaling services agreements. We have long-term terminaling services agreements with certain of our customers that provide for advance minimum payments. We recognize the advance minimum payments as revenue under ASC 842 on a straight-line basis over the term of the respective agreements. At December 31, 2019 and 2018, we have received advance minimum payments in excess of revenue recognized under these long-term terminaling services agreements resulting in a liability of approximately \$3.8 million and \$2.7 million, respectively. At December 31, 2019, approximately \$3.8 million of advance payments received under long-term terminaling services agreements is related to terminaling services agreements accounted for as operating leases under ASC 842.

Deferred revenue. Pursuant to historical agreements with our customers, we agreed to undertake certain capital projects. Upon completion of the projects, our customers have paid us lump-sum amounts that will be recognized as revenue on a straight-line basis over the remaining term of the agreements. At December 31, 2019 and 2018, we have unamortized deferred revenue for completed projects of approximately \$1.2 million and \$1.9 million, respectively. During the years ended December 31, 2019, 2018 and 2017, we billed our customers approximately \$0.1 million, \$1.7 million and \$0.5 million, respectively, for completed projects. During the years ended December 31, 2019, 2018 and 2017, we recognized revenue on a straight-line basis of approximately \$0.8 million, \$1.8 million and \$0.7 million, respectively, for completed projects. At December 31, 2019, approximately \$nil of the deferred revenue balance is considered contract liabilities under ASC 606. At December 31, 2019, approximately \$1.2 million of deferred revenue is related to terminaling services agreements accounted for as operating leases under ASC 842. Revenue recognized during the year ended December 31, 2019 from amounts included in contract liabilities under ASC 606 at the beginning of the period was approximately \$0.2 million.

(12) LONG-TERM DEBT

Long-term debt is as follows (in thousands):

	December 31, 2019	December 31, 2018
Revolving credit facility due in 2022	\$ 350,700	\$ 306,000
6.125% senior notes due in 2026	300,000	300,000
Senior notes unamortized deferred issuance costs, net of accumulated amortization of \$1,544 and \$704, respectively	(6,538)	(7,378)
	<u>\$ 644,162</u>	<u>\$ 598,622</u>

On February 12, 2018, the Company and TLP Finance Corp., our wholly owned subsidiary, issued at par \$300 million of 6.125% senior notes. Net proceeds, after \$8.1 million of issuance costs, were used to repay indebtedness under our revolving credit facility. The senior notes are due in 2026 and are guaranteed on a senior unsecured basis by each of our 100% owned domestic subsidiaries that guarantee obligations under our revolving credit facility. These subsidiary guarantees are full and unconditional and joint and several, and the subsidiaries that did not guarantee our senior notes are minor. TransMontaigne Partners LLC has no independent assets or operations unrelated to its investments in its consolidated subsidiaries. TLP Finance Corp. has no assets or operations. Our operations are conducted by subsidiaries of TransMontaigne Partners LLC, including primarily through our 100% owned operating company subsidiary,

TransMontaigne Operating Company L.P. None of the assets of TransMontaigne Partners LLC or a guarantor represent restricted net assets pursuant to the guidelines established by the SEC.

Our revolving credit facility provides for a maximum borrowing line of credit equal to \$850 million. The terms of our revolving credit facility include covenants that restrict our ability to make cash distributions, acquisitions and investments, including investments in joint ventures. We may make distributions of cash to the extent of our “available cash” as defined in our LLC agreement. We may make acquisitions and investments that meet the definition of “permitted acquisitions”; “other investments” which may not exceed 5% of “consolidated net tangible assets”; and additional future “permitted JV investments” up to \$175 million, which may include additional investments in BOSTCO. The primary financial covenants contained in our revolving credit facility are (i) a total leverage ratio test (not to exceed 5.25 to 1.0), (ii) a senior secured leverage ratio test (not to exceed 3.75 to 1.0), and (iii) a minimum interest coverage ratio test (not less than 2.75 to 1.0). The principal balance of loans and any accrued and unpaid interest are due and payable in full on the maturity date, March 13, 2022. We were in compliance with all financial covenants as of and during the years ended December 31, 2019 and 2018.

We may elect to have loans under our revolving credit facility bear interest either (i) at a rate of LIBOR plus a margin ranging from 1.75% to 2.75% depending on the total leverage ratio then in effect, or (ii) at the base rate plus a margin ranging from 0.75% to 1.75% depending on the total leverage ratio then in effect. We also pay a commitment fee on the unused amount of commitments, ranging from 0.375% to 0.5% per annum, depending on the total leverage ratio then in effect. Our obligations under our revolving credit facility are secured by a first priority security interest in favor of the lenders in the majority of our assets, including our investments in unconsolidated affiliates. For the years ended December 31, 2019, 2018 and 2017, the weighted average interest rate on borrowings under our revolving credit facility was approximately 5.7%, 5.2% and 3.5%, respectively. At December 31, 2019 and 2018, our outstanding borrowings under our revolving credit facility were \$350.7 million and \$306 million, respectively. At December 31, 2019 and 2018 our outstanding letters of credit were \$1.3 million and \$0.4 million, respectively.

(13) DEFERRED COMPENSATION EXPENSE

We have a savings and retention program to compensate certain employees who provide services to the Company. Prior to the Take-Private Transaction, we also had a long-term incentive plan to compensate the independent directors of our general partner. Awards under the long-term incentive plan were settled in our common units, and accordingly, we accounted for the awards as an equity award.

The purpose of the savings and retention program is to provide for the reward and retention of participants by providing them with awards that vest over future service periods. Awards under the program with respect to individuals providing services to the Company generally become vested as to 50% of a participant’s annual award as of the first day of the month that falls closest to the second anniversary of the grant date, and the remaining 50% as of the first day of the month that falls closest to the third anniversary of the grant date, subject to earlier vesting upon a participant’s attainment of the age and length of service thresholds, retirement, death or disability, involuntary termination without cause, or termination of a participant’s employment following a change in control of the Company as specified in the program. The awards are increased for the value of any accrued growth based on underlying investments deemed made with respect to the awards. The awards (including any accrued growth relating thereto) are subject to forfeiture until the vesting date. The Take-Private Transaction did not accelerate the vesting of any of the awards.

A person will satisfy the age and length of service thresholds of the program upon the attainment of the earliest of (a) age sixty, (b) age fifty-five and ten years of service as an officer of the Company or any of its affiliates or predecessors, or (c) age fifty and twenty years of service as an employee of the Company or any of its affiliates or predecessors.

Prior to the Take-Private Transaction, we had the ability to settle the savings and retention program awards in our common units, and accordingly, we accounted for the awards as an equity award. Following the Take-Private Transaction, we index the awards to other forms of investments, and have the intent and ability to settle the awards in cash, and accordingly, we account for the awards as accrued liabilities.

(14) COMMITMENTS AND CONTINGENCIES

Effective January 1, 2019, we adopted Accounting Standards Codification (“ASC”) Topic 842, *Leases* and the series of related Accounting Standards Updates that followed (collectively referred to as “ASC 842”), using the modified retrospective transition method applied at the effective date of the standard. By electing this optional transition method, information prior to January 1, 2019 has not been restated and continues to be reported under the accounting standards in effect for that period (ASC 840).

The Company elected the following practical expedients permitted under the transition guidance within the new standard; 1) the option to carry forward the historical lease classifications and assessment of initial direct costs, 2) the option to not include leases with an initial term of less than twelve months in the lease assets and liabilities and 3) the option to account for lease and non-lease components as a single lease component.

We lease property including corporate offices, vehicles and land. We determine if an arrangement is a lease at inception and evaluate identified leases for operating or finance lease treatment at lease commencement. Operating or finance lease right-of-use assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. Our leases have remaining lease terms of less than one year to 42 years, some of which have options to extend or terminate the lease. For purposes of calculating operating lease liabilities, lease terms may be deemed to include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

The impact of ASC 842 on our consolidated balance sheet beginning January 1, 2019 was the recognition of right-of-use assets and lease liabilities for operating leases. Unamortized lease incentives were reclassified into right-of-use assets on January 1, 2019. Amounts recognized at January 1, 2019 and December 31, 2019 for operating leases was as follows (in thousands):

Right-of-use assets, operating leases - January 1, 2019	\$ 37,881
Additions	119
Right-of-use assets reduction	(2,235)
Right-of-use assets, operating leases - December 31, 2019	\$ 35,765
Operating lease liabilities - January 1, 2019	\$ 39,545
Additions	119
Liability reduction	(2,058)
Operating lease liabilities - December 31, 2019	\$ 37,606
Current portion of operating lease liabilities	\$ 3,001
Long-term operating lease liabilities	\$ 34,605

No impact was recorded to the statement of operations or beginning equity for ASC 842.

The \$37.9 million right-of-use asset and the \$39.5 million operating liability at January 1, 2019 represents the right-of-use assets and lease liabilities at the time of ASC 842 adoption. Additions to right-of-use assets and liabilities represent the present value of future lease payments at the inception of the new leases. Both the January 1, 2019 right-of-use assets and liabilities and additions are non-cash transactions that do not impact the Statement of Cash Flows.

Beginning January 1, 2019, operating right-of-use assets and operating lease liabilities are recognized based on the present value of lease payments over the lease term at commencement date. Operating leases in effect prior to January 1, 2019 were recognized at the present value of the remaining payments on the remaining lease term as of January 1, 2019. The Company uses its incremental borrowing rate at the commencement date in determining the present value of lease payments. We determined our incremental borrowing rate using the borrowing rate of our revolving credit facility. The terms of our vehicle, office and land leases are in line with our revolving credit facility, our primary finance mechanism. We have certain land and vehicle lease agreements with lease and non-lease components. We have elected the practical expedient to account for our lease components and non-lease components as a single lease

component. Non-lease components (primarily variable lease costs) include payments for taxes and other operating and maintenance expenses incurred by the lessor but payable by us in connection with the leasing arrangement. As of December 31, 2019, the Company was party to certain subleasing arrangements whereby the Company, as the primary obligor on the lease, has recognized sublease income for lease payments made by affiliates to the lessor.

Following are components of our lease costs (in thousands):

	Year ended December 31, 2019
Operating leases	\$ 4,548
Variable lease costs (including insignificant short-term leases)	892
Sublease income as primary obligor	(992)
Total lease costs	<u>\$ 4,448</u>

Other information related to our operating leases was as follows (in thousands, except lease term and discount rate):

	Year ended December 31, 2019
Cash outflows for operating leases	\$ 4,371
Weighted average remaining lease term (years)	18.79
Weighted average discount rate	5.2%

Undiscounted cash flows owed by the Company to lessors pursuant to contractual agreements in effect as of December 31, 2019 and related imputed interest was as follows (in thousands):

2020	\$ 4,583
2021	4,469
2022	4,459
2023	3,920
2024	3,660
Thereafter	<u>39,831</u>
Total lease payments	60,922
Less imputed interest	(23,316)
Present value of operating lease liabilities	<u>\$ 37,606</u>

At December 31, 2018, future minimum lease payments under operating leases accounted for under ASC 840 was as follows (in thousands):

Years ending December 31:	
2019	\$ 4,050
2020	4,308
2021	3,973
2022	3,050
2023	2,508
Thereafter	6,287
	<u>\$ 24,176</u>

Contract commitments. At December 31, 2019, we have contractual commitments of approximately \$21.0 million for the supply of services, labor and materials related to capital projects that currently are under development. We expect that these contractual commitments will primarily be paid within a year.

Legal proceedings. We are party to various legal, regulatory and other matters arising from the day-to-day operations of our business that may result in claims against us. While the ultimate impact of any proceedings cannot be predicted with certainty, our management believes that the resolution of any of our pending legal proceedings will not have a material adverse effect on our business, financial position, results of operations or cash flows.

(15) DISCLOSURES ABOUT FAIR VALUE

GAAP defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. GAAP also establishes a fair value hierarchy that prioritizes the use of higher-level inputs for valuation techniques used to measure fair value. The three levels of the fair value hierarchy are: (1) Level 1 inputs, which are quoted prices (unadjusted) in active markets for identical assets or liabilities; (2) Level 2 inputs, which are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly; and (3) Level 3 inputs, which are unobservable inputs for the asset or liability.

The fair values of the following financial instruments represent our best estimate of the amounts that would be received to sell those assets or that would be paid to transfer those liabilities in an orderly transaction between market participants at that date. Our fair value measurements maximize the use of observable inputs. However, in situations where there is little, if any, market activity for the asset or liability at the measurement date, the fair value measurement reflects our judgments about the assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances. The following methods and assumptions were used to estimate the fair value of financial instruments at December 31, 2019 and 2018.

Cash equivalents. The carrying amount approximates fair value because of the short-term maturity of these instruments. The fair value is categorized in Level 1 of the fair value hierarchy.

Derivative instruments. The carrying amount of our interest rate swaps was determined using a pricing model based on the LIBOR swap rate and other observable market data. The fair value is categorized in Level 2 of the fair value hierarchy.

Debt. The carrying amount of our revolving credit facility debt approximates fair value since borrowings under the facility bear interest at current market interest rates. The estimated fair value of our \$300 million publicly traded senior notes at December 31, 2019 was approximately \$289.7 million based on observable market trades. The fair value of our debt is categorized in Level 2 of the fair value hierarchy.

(16) REVENUE FROM CONTRACTS WITH CUSTOMERS

The majority of our terminaling services agreements contain minimum payment arrangements, resulting in a fixed amount of revenue recognized, which we refer to as “firm commitments” and are accounted for in accordance with ASC 840, *Leases* (“ASC 840 revenue”). The remainder is recognized in accordance with ASC 606, *Revenue From Contracts With Customers* (“ASC 606 revenue”).

The following table provides details of our revenue disaggregated by category of revenue (in thousands):

	Year ended December 31,	
	2019	2018
Terminaling services fees:		
Firm commitments (ASC 842/840 revenue)	\$ 178,214	\$ 158,055
Firm commitments (ASC 606 revenue)	14,226	13,719
Total firm commitments revenue	192,440	171,774
Ancillary revenue (ASC 606 revenue)	44,062	42,079
Ancillary revenue (ASC 842/840 revenue)	4,448	2,378
Total ancillary revenue	48,510	44,457
Total terminaling services fees	240,950	216,231
Pipeline transportation fees (ASC 842/840 revenue)	3,457	3,295
Management fees (ASC 606 revenue)	16,836	12,548
Management fees (ASC 842/840 revenue)	1,799	223
Total management fees	18,635	12,771
Total revenue	\$ 263,042	\$ 232,297

The following table includes our estimated future revenue associated with our firm commitments under terminaling services fees which is expected to be recognized as ASC 606 revenue in the specified period related to our future performance obligations as of the end of the reporting period (in thousands):

Estimated Future ASC 606 Revenue by Segment

	Gulf Coast Terminals	Midwest Terminals	Brownsville Terminals	River Terminals	Southeast Terminals	West Coast Terminals	Central Services	Total
2020	\$ 4,658	\$ 576	\$ —	\$ 1,090	\$ —	\$ 4,804	\$ —	\$ 11,128
2021	1,513	47	—	522	—	4,022	—	6,104
2022	964	—	—	—	—	1,258	—	2,222
2023	—	—	—	—	—	—	—	—
2024	—	—	—	—	—	—	—	—
Thereafter	—	—	—	—	—	—	—	—
Total estimated future ASC 606 revenue	\$ 7,135	\$ 623	\$ —	\$ 1,612	\$ —	\$ 10,084	\$ —	\$ 19,454

Our estimated future ASC 606 revenue, for purposes of the tabular presentation above, excludes estimates of future rate changes due to changes in indices or contractually negotiated rate escalations and is generally limited to contracts that have minimum payment arrangements. The balances disclosed include the full amount of our customer commitments accounted for as ASC 606 revenue as of December 31, 2019 through the expiration of the related contracts. The balances disclosed exclude all performance obligations for which the original expected term is one year or less, the term of the contract with the customer is open and cannot be estimated, the contract includes options for future purchases or the consideration is variable.

Estimated future ASC 606 revenue in the table above excludes revenue arrangements accounted for in accordance with ASC 842 in the amount of \$158.7 million for 2020, \$119.8 million for 2021, \$86.3 million for 2022, \$72.0 million for 2023, \$47.0 million for 2024 and \$489.8 million thereafter.

(17) BUSINESS SEGMENTS

We provide integrated terminaling, storage, transportation and related services to companies engaged in the trading, distribution and marketing of refined petroleum products, crude oil, chemicals, fertilizers and other liquid products. Our chief operating decision maker is our chief executive officer. Our chief executive officer reviews the financial performance of our business segments using disaggregated financial information about “net margins” for purposes of making operating decisions and assessing financial performance. “Net margins” is composed of revenue less operating costs and expenses. Accordingly, we present “net margins” for each of our business segments: (i) Gulf Coast

terminals, (ii) Midwest terminals, (iii) Brownsville terminals including management of Frontera, (iv) River terminals, (v) Southeast terminals, (vi) West Coast terminals and (vii) Central services. Our Central services segment primarily represents the costs of employees performing operating oversight functions, engineering, health, safety and environmental services to our terminals and terminals that we operate or manage, including for affiliate terminals owned by ArcLight. In addition, Central services represent the cost of employees at affiliate terminals owned by ArcLight that we operate. We receive a fee from these affiliates based on our costs incurred.

The financial performance of our business segments is as follows (in thousands):

	Year ended December 31, 2019	Year ended December 31, 2018	Year ended December 31, 2017
Gulf Coast Terminals:			
Terminaling services fees	\$ 73,380	\$ 64,338	\$ 61,889
Management fees	36	284	1,052
Revenue	73,416	64,622	62,941
Operating costs and expenses	(22,196)	(22,817)	(22,829)
Net margins	51,220	41,805	40,112
Midwest Terminals:			
Terminaling services fees	9,804	10,127	9,265
Pipeline transportation fees	1,851	1,772	1,732
Revenue	11,655	11,899	10,997
Operating costs and expenses	(3,443)	(3,053)	(2,859)
Net margins	8,212	8,846	8,138
Brownsville Terminals:			
Terminaling services fees	11,560	8,339	9,186
Pipeline transportation fees	1,606	1,523	3,987
Management fees	5,787	7,384	7,472
Revenue	18,953	17,246	20,645
Operating costs and expenses	(9,053)	(7,812)	(10,447)
Net margins	9,900	9,434	10,198
River Terminals:			
Terminaling services fees	10,233	10,654	10,883
Management fees	—	—	64
Revenue	10,233	10,654	10,947
Operating costs and expenses	(6,040)	(6,832)	(6,624)
Net margins	4,193	3,822	4,323
Southeast Terminals:			
Terminaling services fees	87,813	82,821	75,122
Management fees	964	891	882
Revenue	88,777	83,712	76,004
Operating costs and expenses	(23,500)	(26,836)	(24,302)
Net margins	65,277	56,876	51,702
West Coast Terminals:			
Terminaling services fees	48,160	39,952	1,738
Management fees	36	8	—
Revenue	48,196	39,960	1,738
Operating costs and expenses	(16,339)	(14,678)	(639)
Net margins	31,857	25,282	1,099
Central Services:			
Management fees	11,812	4,204	1,175
Revenue	11,812	4,204	1,175
Operating costs and expenses	(22,451)	(16,949)	(13,627)
Net margins	(10,639)	(12,745)	(12,452)
Total net margins			
General and administrative expenses	(23,660)	(23,707)	(23,692)
Insurance expenses	(4,995)	(4,976)	(4,064)
Deferred compensation expense	(2,308)	(3,478)	(2,999)
Depreciation and amortization	(52,535)	(49,793)	(36,188)
Earnings from unconsolidated affiliates	4,894	8,852	7,071
Gain from insurance proceeds	3,351	—	—
Loss on disposition of assets	—	(901)	—
Operating income	84,767	59,317	43,248
Other expenses	(38,853)	(34,937)	(11,694)
Net earnings	\$ 45,914	\$ 24,380	\$ 31,554

Supplemental information about our business segments is summarized below (in thousands):

Year ended December 31, 2019								
	Gulf Coast Terminals	Midwest Terminals	Brownsville Terminals	River Terminals	Southeast Terminals	West Coast Terminals	Central Services	Total
Revenue:								
External customers	\$ 64,879	\$ 11,655	\$ 10,535	\$ 10,233	\$ 88,777	\$ 48,196	\$ —	\$ 234,275
Affiliate customers	8,537	—	8,418	—	—	—	11,812	28,767
Revenue	\$ 73,416	\$ 11,655	\$ 18,953	\$ 10,233	\$ 88,777	\$ 48,196	\$ 11,812	\$ 263,042
Capital expenditures	\$ 7,697	\$ 722	\$ 27,068	\$ 2,978	\$ 39,947	\$ 10,458	\$ 2,153	\$ 91,023
Identifiable assets	\$ 125,062	\$ 19,595	\$ 93,903	\$ 45,263	\$ 262,462	\$ 278,610	\$ 13,329	\$ 838,224
Cash and cash equivalents								1,090
Investments in unconsolidated affiliates								225,425
Revolving credit facility unamortized								
deferred debt issuance costs, net								3,818
Other								3,496
Total assets								\$ 1,072,053

Year ended December 31, 2018								
	Gulf Coast Terminals	Midwest Terminals	Brownsville Terminals	River Terminals	Southeast Terminals	West Coast Terminals	Central Services	Total
Revenue:								
External customers	\$ 56,144	\$ 11,899	\$ 8,934	\$ 10,654	\$ 83,712	\$ 39,960	\$ —	\$ 211,303
Affiliate customers	8,478	—	8,312	—	—	—	4,204	20,994
Revenue	\$ 64,622	\$ 11,899	\$ 17,246	\$ 10,654	\$ 83,712	\$ 39,960	\$ 4,204	\$ 232,297
Capital expenditures	\$ 5,357	\$ 568	\$ 15,673	\$ 1,596	\$ 35,070	\$ 7,858	\$ 209	\$ 66,331

Year ended December 31, 2017								
	Gulf Coast Terminals	Midwest Terminals	Brownsville Terminals	River Terminals	Southeast Terminals	West Coast Terminals	Central Services	Total
Revenue:								
External customers	\$ 62,941	\$ 10,997	\$ 13,452	\$ 10,947	\$ 76,004	\$ 1,738	\$ —	\$ 176,079
Affiliate customers	—	—	7,193	—	—	—	1,175	8,368
Revenue	\$ 62,941	\$ 10,997	\$ 20,645	\$ 10,947	\$ 76,004	\$ 1,738	\$ 1,175	\$ 184,447
Capital expenditures	\$ 6,233	\$ 174	\$ 11,678	\$ 2,075	\$ 37,957	\$ 48	\$ (115)	\$ 58,050

(18) FINANCIAL RESULTS BY QUARTER (UNAUDITED)

	Three months ended				Year ended
	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	December 31, 2019
	(in thousands except per unit amounts)				
Revenue	\$ 61,268	\$ 64,969	\$ 66,573	\$ 70,232	\$ 263,042
Direct operating costs and expenses	(25,325)	(26,464)	(24,395)	(26,838)	(103,022)
General and administrative expenses	(8,164)	(5,212)	(4,603)	(5,681)	(23,660)
Insurance expenses	(1,361)	(1,218)	(1,240)	(1,176)	(4,995)
Equity-based compensation expense	(799)	(294)	(376)	(839)	(2,308)
Depreciation and amortization	(12,652)	(13,107)	(13,362)	(13,414)	(52,535)
Earnings from unconsolidated affiliates	1,140	1,225	1,476	1,053	4,894
Gain from insurance proceeds	—	3,351	—	—	3,351
Operating income	14,107	23,250	24,073	23,337	84,767
Interest expense	(8,842)	(9,708)	(9,107)	(8,539)	(36,196)
Amortization of deferred issuance costs	(749)	(632)	(636)	(640)	(2,657)
Net earnings	\$ 4,516	\$ 12,910	\$ 14,330	\$ 14,158	\$ 45,914

	Three months ended				Year ended
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	December 31, 2018
	(in thousands except per unit amounts)				
Revenue	\$ 57,405	\$ 56,148	\$ 57,752	\$ 60,992	\$ 232,297
Direct operating costs and expenses	(24,502)	(23,562)	(23,514)	(27,399)	(98,977)
General and administrative expenses	(6,179)	(5,320)	(4,823)	(7,385)	(23,707)
Insurance expenses	(1,246)	(1,271)	(1,227)	(1,232)	(4,976)
Equity-based compensation expense	(2,017)	(441)	(483)	(537)	(3,478)
Depreciation and amortization	(11,871)	(13,225)	(12,375)	(12,322)	(49,793)
Earnings from unconsolidated affiliates	2,889	2,444	1,862	1,657	8,852
Loss on disposition of assets	—	—	—	(901)	(901)
Operating income	14,479	14,773	17,192	12,873	59,317
Interest expense	(6,461)	(8,273)	(8,608)	(8,558)	(31,900)
Amortization of deferred issuance costs	(501)	(1,289)	(622)	(625)	(3,037)
Net earnings	\$ 7,517	\$ 5,211	\$ 7,962	\$ 3,690	\$ 24,380

(19) SUBSEQUENT EVENTS

No subsequent transactions or events warranted recognition or disclosure in the accompanying financials or notes thereto.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit to the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified by the Commission's rules and forms, and that information is accumulated and communicated to our management, including our executive and principal financial officer (whom we refer to as the Certifying Officers), as appropriate to allow timely decisions regarding required disclosure. The management of our sole equity-holder (TLP Finance Holdings, LLC) evaluated, with the participation of the Certifying Officers, the effectiveness of our disclosure controls and procedures as of December 31, 2019, pursuant to Rule 13a-15(b) under the Exchange Act. Based upon that evaluation, the Certifying Officers concluded that, as of December 31, 2019, our disclosure controls and procedures were effective at the reasonable assurance level. In addition, our Certifying Officers concluded that there were no changes in our internal control over financial reporting that occurred during the fiscal quarter ended December 31, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

The management of our sole equity-holder is responsible for establishing and maintaining adequate internal control over financial reporting. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

The management of our sole equity-holder has used the framework set forth in the report entitled "Internal Control—Integrated Framework (2013)" published by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") to evaluate the effectiveness of our internal control over financial reporting. Based on that evaluation, the management of our sole equity-holder has concluded that our internal control over financial reporting was effective as of December 31, 2019.

March 13, 2020

ITEM 9B. OTHER INFORMATION

No information was required to be disclosed in a report on Form 8-K, but not so reported, for the quarter ended December 31, 2019.

Part III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

TLP Finance Holdings, LLC (“TLP Finance”) is our sole equity-holder and manages our operations and activities. Further, our company’s executive officers are employees of an affiliate of ArcLight, TransMontaigne Management Company, LLC (“TMC”). As a result, our management activities are entirely conducted by affiliates of ArcLight. As we are managed by our sole equity- holder, TLP Finance, we do not have a board of directors and the decisions of TLP Finance are not governed by any specific policies. TLP Finance may adopt certain policies governing its decision-making processes with respect to our management in the future.

Corporate Governance Guidelines; Code of Business Conduct and Ethics

To address governance changes in connection with our being wholly owned by an indirect controlled subsidiary of ArcLight following the Take-Private Transaction, the Company adopted a Code of Ethics for Senior Financial Officers, which includes substantially similar terms to the policies in place for our general partner prior to the Take-Private Transaction. The Code of Ethics for Senior Financial Officers applies to the senior financial officers of the Company, including the chief executive officer, the chief financial officer, the chief accounting officer, the chief operating officer and the president or persons performing similar functions.

In addition, to address governance changes in connection with our being wholly owned by an indirect controlled subsidiary of ArcLight following the Take Private Transaction, the Company adopted a Code of Business Conduct and Ethics, which applies to all employees providing services to the Company and all officers of the Company.

Management of the Company and Officers

TLP Finance, our sole equity-holder, manages and oversees our operations. As part of its oversight function, TLP Finance monitors how management operates the Company. When granting authority to management, approving strategies and receiving management reports, TLP Finance considers, among other things, the risks and vulnerabilities we face.

As of the date of this report, the Company does not have its own board of directors. In connection with the Take-Private Transaction, on February 26, 2019, TransMontaigne GP L.L.C., the general partner of the Partnership prior to its conversion to a Delaware limited liability company, merged with and into the Company, with the Company surviving. In addition, as a result of the Take-Private Transaction, and the adoption of our limited liability company agreement on February 26, 2019, management of the Company was vested in TLP Finance, an indirect controlled subsidiary of ArcLight. Accordingly, the board of directors of TransMontaigne GP L.L.C. was dissolved, and each of our former independent directors, Jay A. Wiese, Steven A. Blank, and Barry E. Welch resigned from the board of directors of TransMontaigne GP L.L.C. Each of Messrs. Wiese, Blank and Welch resigned without any claims for compensation (or otherwise), or any disagreements with any matter relating to the operations, internal controls, policies, or practices of the Partnership, the general partner, or the board of directors of the general partner, and the resignation of each was solely as a result of the Take-Private Transaction. In addition, as a result of the Take-Private Transaction and our management by TLP Finance following the effective-time thereof, none of Daniel R. Revers, Kevin M. Crosby, Lucius H. Taylor, or Theodore D. Burke, each of whom previously sat on the board of directors of TransMontaigne GP L.L.C. and are employees of ArcLight, continue to serve in such capacity.

Executive Officers

The following table sets forth the names, ages and titles of the executive officers of the Company, each of whom is an employee of an ArcLight affiliate, as of March 13, 2020:

Name	Age	Position
Frederick W. Boutin	64	Chief Executive Officer
James F. Dugan	62	Executive Vice President and Chief Operating Officer
Robert T. Fuller	50	Executive Vice President, Chief Financial Officer and Treasurer
Michael A. Hammell	49	Executive Vice President, General Counsel and Secretary
Mark S. Huff	60	President

Frederick W. Boutin has served as Chief Executive Officer of the Company, and prior to the Take-Private Transaction, our general partner and its subsidiaries since November of 2014. Prior to then he served as Executive Vice President and Chief Financial Officer beginning in January 2008. Mr. Boutin also managed business development and commercial contracting activities from December 2007 to July 2010 and from August 2013 to January 2015. Prior to February 1, 2016, Mr. Boutin also served in various other capacities at our general partner and its subsidiaries, and TransMontaigne and its predecessors, since 1995. Prior to his affiliation with TransMontaigne, Mr. Boutin was a Vice President at Associated Natural Gas Corporation, and its successor Duke Energy Field Services, and a certified public accountant with Peat Marwick. Mr. Boutin holds a B.S. in Electrical Engineering and an M.S. in Accounting from Colorado State University.

James F. Dugan has served as Executive Vice President and Chief Operating Officer of the Company, and prior to the Take-Private Transaction, our general partner and its subsidiaries since August 30, 2017. Mr. Dugan previously served as Executive Vice President, Engineering and Operations of our general partner and its subsidiaries from June 30, 2017 to August 30, 2017 and served as the Senior Vice President, Engineering and Operations of our general partner and its subsidiaries from January 2008 to June 30, 2017. Mr. Dugan joined TransMontaigne Inc. as Engineering Manager in 1998. He has over 16 years of experience in senior leadership positions overseeing domestic and international petroleum marine terminals, pipelines and engineering divisions. Mr. Dugan began his career as a Project Engineer for Gulf Interstate Energy in 1983 and in 1993 he joined Louis Dreyfus Energy as a Project Engineer. He has served on the Board of Directors for the International Liquid Terminals Association (ILTA) since 2011, and he holds certification through the American Petroleum Institute.

Robert T. Fuller has served as Executive Vice President, Chief Financial Officer and Treasurer of the Company, and prior to the Take-Private Transaction, our general partner and its subsidiaries since November of 2014. Prior to November of 2014, Mr. Fuller served as Vice President and Chief Accounting Officer of our general partner and its subsidiaries since January 2011 and as its Assistant Treasurer since February 2012. Prior to his affiliation with TransMontaigne, Mr. Fuller spent 13 years as a certified public accountant with KPMG LLP. Mr. Fuller has a B.A. in Political Science from Fort Lewis College and a M.S. in Accounting from the University of Colorado. Mr. Fuller is licensed as a certified public accountant in Colorado and New York.

Michael A. Hammell has served as Executive Vice President, General Counsel and Secretary of the Company, and prior to the Take-Private Transaction, our general partner and its subsidiaries since October 2012. Mr. Hammell served as the Senior Vice President, Assistant General Counsel and Secretary of each of our general partner and the TransMontaigne entities from July 2011 to October 2012; as Vice President, Assistant General Counsel and Secretary from January 2011 to July 2011; as Vice President, Assistant General Counsel and Assistant Secretary from November 2007 until January 2011 and as Assistant General Counsel from April 2007 to November 2007. Prior to joining TransMontaigne, Mr. Hammell practiced at the law firm of Hogan & Hartson LLP (now Hogan Lovells). Mr. Hammell received a B.S. in Business Administration from the University of Colorado at Boulder and a J.D. from Northwestern University School of Law.

Mark S. Huff has served as President of the Company, and prior to the Take-Private Transaction, our general partner and its subsidiaries since August 2017. Mr. Huff served as Executive Vice President, Commercial Operations of our general partner and its subsidiaries from September 2016 to August 2017 and prior thereto as Senior Vice President,

Commercial Operations since returning to the Partnership in January 2015. Prior thereto he served as Director of Business Development with Colonial Pipeline from November 2012 to January 2015 and as Managing Director of Vecenergy from 2008 to 2012. Mr. Huff was previously employed with a former affiliate of the Partnership from 1996 to 2007 where he was responsible at various times for the business development and product marketing activities of TransMontaigne Partners and its affiliates. Mr. Huff holds a B.S. in Nautical Science from the United States Merchant Marine Academy at Kings Point, NY.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) requires the executive officers and directors of our general partner, and persons who own more than ten percent of a registered class of our equity securities (collectively, “Reporting Persons”) to file with the SEC and the NYSE initial reports of ownership and reports of changes in ownership of our common units and our other equity securities. Specific due dates for those reports have been established, and we are required to report herein any failure to file reports by those due dates. Reporting Persons are also required by SEC regulations to furnish TransMontaigne Partners with copies of all Section 16(a) reports they file.

To our knowledge, based solely on a review of the copies of such reports furnished to us and written representations that no other reports were required during the year ended December 31, 2019, all Section 16(a) filing requirements applicable to such Reporting Persons were satisfied. Following the Take-Private Transaction, we do not expect to be required to file future Section 16(a) filings at this time.

Committees of the Board of Directors and Management following the Take-Private Transaction

Prior to the Take-Private Transaction, the board of directors of our general partner had three standing committees: an audit committee, a conflicts committee and a compensation committee. Following the Take-Private Transaction, we no longer have a board of directors and are instead managed by our sole equity-holder. The Company is not required to have, and does not have, a separately designated standing audit committee composed of independent directors, as its securities are not listed on a national securities exchange that requires such independence. The Company has determined that it is not necessary to designate, and has not designated, an “audit committee financial expert” as it is privately held and solely a voluntary filer with the Securities and Exchange Commission following the Take-Private Transaction as required by the covenants contained in the Company’s outstanding senior notes. As we do not have a board of directors, there are no applicable board nomination procedures to report.

ITEM 11. EXECUTIVE COMPENSATION

EXECUTIVE COMPENSATION

We do not directly employ any of the persons responsible for the executive-level management of our business. Instead, we are managed by ArcLight, and our executive officers are employees of an affiliate of ArcLight, TMC, which also provides services to other ArcLight affiliates. As a result, we do not incur any direct compensation costs for our executive officers. Instead, prior to the TMS Contribution, in accordance with the Omnibus Agreement, we paid ArcLight and its affiliates, an annual administration fee intended to compensate ArcLight and its affiliates for providing services related to the management of our business, including services provided to us by our executive officers. Following the TMS Contribution, pursuant to a services agreement, we pay TMC a fee intended to reimburse TMC for the services provided to us by our executive officers (each of whom are employed by TMC). For additional information, refer to the discussion under the heading “Certain Relationships and Related Transactions, and Director Independence Relationship and Agreements With our Affiliates—TMS Contribution and TMC Services Agreement.”

Employment and Other Agreements

We have not entered into any employment agreements with any of our officers.

Compensation Committee Report

Following the Take-Private Transaction, we do not have a compensation committee.

COMPENSATION OF DIRECTORS

Following the Take-Private Transaction, we are managed by our sole equity-holder, TLP Finance Holdings, LLC, and we do not have a board of directors.

Prior to the Take-Private Transaction, employees of our general partner or its affiliates (including employees of ArcLight and its affiliates) who also served as directors of our general partner did not receive additional compensation. Pursuant to our independent director annual compensation program in place prior to the Take-Private Transaction, the independent directors received annual compensation consisting of: (i) \$60,000 annual cash retainer; paid quarterly in arrears, and (ii) common units valued at \$90,000 and issued pursuant to the TLP Management Services long-term incentive plan, which common units were immediately vested and were not subject to forfeiture. For each annual award of common units issued to the independent directors under the TLP Management Services long-term incentive plan prior to the Take-Private Transaction, the awards were made on the third Friday of October (or the next trading day if the NYSE is closed), based on the closing sales price during normal trading hours of the common units on the NYSE. In addition, each director was reimbursed for out-of-pocket expenses in connection with attending meetings of the board of directors or committees. In 2019, and as a result of the Take-Private Transaction closing on February 26, 2019, we paid the independent directors (i) a pro rata portion of the annual cash retainer and (ii) the pro rata portion of the \$90,000 compensation previously settled by issuing common units pursuant to the TLP Management Services long-term incentive plan, settled in cash, in each case for their services prior to the closing of the Take-Private Transaction. In addition, each of our independent directors received additional compensation in connection with their review, evaluation, regulation, and approval of the Take-Private Transaction, as duly approved by the board of directors of our general partner on July 27, 2018. For their additional services in the fourth quarter of 2018 (paid in 2019) and 2019, Messrs. Blank and Wiese received an additional \$144,055, and Mr. Welch received an additional \$166,555. No additional consideration was paid to the independent directors for service on any committee of the board of directors of our general partner or for service as a committee chairperson unless approved by the board in advance for a specific engagement or transaction.

Pursuant to our Partnership Agreement in place at the time of the Take-Private Transaction, each director prior to the Take-Private Transaction shall be fully indemnified by us for actions associated with being a director to the extent permitted under Delaware law. The following table provides information concerning the compensation of our general partner's directors for 2019.

Director Compensation Table for 2019

Name (a)	Fees earned or paid in cash (\$) (b)	Stock awards (\$) (c)	All other compensation (\$) (g)	Total (\$) (h)
Theodore D. Burke(1)	—	—	—	—
Kevin M. Crosby(1)	—	—	—	—
Daniel R. Revers(1)	—	—	—	—
Lucius H. Taylor(1)	—	—	—	—
Steven A. Blank	\$ 144,055	—	—	\$ 144,055
Barry E. Welch	\$ 166,555	—	—	\$ 166,555
Jay A. Wiese	\$ 144,055	—	—	\$ 144,055

(1) Because Messrs. Burke, Crosby, Revers and Taylor are employees of an affiliate of our general partner prior to the Take-Private Transaction, none of them received compensation for service as a director of our general partner.

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

Following the Take-Private Transaction, we do not have a compensation committee.

SAVINGS AND RETENTION PROGRAM

On February 26, 2016, the board of directors approved the savings and retention program, which constituted a “program” under, and be subject to, the TLP Management Services long-term incentive plan in place prior to the Take-Private Transaction, for employees who provide services with respect to our business. TLP Management Services LLC (“TMS”) adopted an amended and restated savings and retention plan on February 25, 2019, which, among other items, accounted for the closing of the Take-Private Transaction. The purpose of the plan is to provide for the reward and retention of certain key employees by providing them with awards that vest over future service periods. Following the Take-Private Transaction, our executive officers no longer receive awards under the plan. Awards under the plan vest as to 50% of a participant’s annual award on the first day of the month containing the second anniversary of the grant date and the remaining 50% on the first day of the month containing the third anniversary of the grant date, subject to earlier vesting upon a participant’s attainment of certain age or length of service thresholds as specified in the plan. Awards are payable as to 50% of a participant’s annual award in the month containing the second anniversary of the grant date, and the remaining 50% in the month containing the third anniversary of the grant date, subject to earlier payment upon the participant’s retirement after achieving the age or service thresholds, death or disability, involuntary termination without cause or termination of a participant’s employment following a change in control, each as specified in the plan. The awards are increased for the value of any accrued growth based on underlying “investments” deemed made with respect to the awards. The awards (including any accrued growth relating thereto) are subject to forfeiture until the vesting date. The Take-Private Transaction did not accelerate the vesting of any of the awards.

Pursuant to the provisions of the plan, once participating employees of TMS reach the age and length of service thresholds set forth below, awards are immediately vested and become payable as set forth above, and such vested awards remain subject to forfeiture as specified in the plan. A person will satisfy the age and length of service thresholds of the plan upon the attainment of the earliest of (a) age sixty, (b) age fifty-five and ten years of service as an officer of TMS or its affiliates, including us, or (c) age fifty and twenty years of service as an employee of TMS or its affiliates. Each of Messrs. Boutin, Huff and Dugan have satisfied the age and length of service thresholds of the plan. Generally, only senior level management employees of TMS receive awards under the savings and retention program. Although no assets are segregated or otherwise set aside with respect to a participant’s account, the amount ultimately payable to a participant shall be the amount credited to such participant’s account as if such account had been invested in some or all of the investment funds selected by the plan administrator.

As a result of the TMS Contribution, we have assumed the employees and operational activities previously provided by TMS, including liabilities with respect to awards granted under the savings and retention program. In connection with the Take-Private Transaction, the awards that were previously allocated to the common units fund (tracking the performance of the Partnership’s common units on the New York Stock Exchange) were reallocated to a different investment fund and will be settled in cash, rather than via the issuance of common units. For the vested awards payable in 2019, as a result of the Take-Private Transaction, the Company did not issue common units; instead the plan paid out an aggregate cash amount of approximately \$2.7 million, which included \$467,087 for Mr. Boutin, \$225,839 for Mr. Fuller, \$236,867 for Mr. Dugan, \$204,917 for Mr. Hammell and \$381,636 for Mr. Huff. Following the Take-Private Transaction and the TMS Contribution, we plan to index our award obligations to other forms of investments set forth in the plan, and pay them out in cash.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED UNITHOLDER MATTERS

As a result of the Take-Private Transaction, TLP Finance Holdings, LLC is the beneficial owner of 100 percent of our outstanding equity interests.

EQUITY COMPENSATION PLAN INFORMATION

Following the Take-Private Transaction, the Company does not have an equity compensation plan.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

RELATIONSHIP AND AGREEMENTS WITH OUR AFFILIATES

Following the Take-Private Transaction, TLP Finance Holdings, LLC, an indirect controlled subsidiary of ArcLight, has acquired 100 percent of the equity interests in the Company, and the Company is no longer listed on the NYSE and our equity is no longer publicly traded. Certain related party agreements and other related party transactions, in each case with ArcLight, are set forth below.

TMS Contribution and TMC Services Agreement. Effective June 1, 2019, TLP Finance contributed all of the issued and outstanding equity of its wholly-owned subsidiary, TLP Management Services LLC (“TMS” and such interest, the “TMS Interest”) to the Company, and the Company immediately contributed the TMS Interest to its 100% owned operating company subsidiary TransMontaigne Operating Company L.P. (the “TMS Contribution”). Prior to the TMS Contribution, we had no employees and all of our management and operational activities were provided by TMS. Further, TMS provided all payroll programs and maintained all employee benefits programs on behalf of our Company with respect to applicable TMS employees (as well as on behalf of certain other ArcLight affiliates). As a result of the TMS Contribution, we have assumed the employees and operational activities previously provided by TMS. The TMS Contribution has been recorded at carryover basis as a reorganization of entities under common control. As such, prior periods include the assets, liabilities, and results of operations of TMS for all periods presented.

As a result of the TMS Contribution, the omnibus agreement in place in various forms since the inception of the Partnership, and immediately prior to the TMS Contribution between TMS and us, which, among other things, governed the provision of management and operational services provided for us by TMS, is no longer relevant and was terminated.

Following the TMS Contribution, our executive officers who provide services to the Company are employed by TMC, a wholly owned subsidiary of ArcLight, which also provides services to certain other ArcLight affiliates. As a result, we do not directly employ any of the persons responsible for the executive management of our business. Nonetheless, TMS continues to provide certain payroll functions and maintains all employee benefits programs on behalf of TMC pursuant to a services agreement between TMC and TMS. Aggregate fees paid with respect to the services agreement for the years ended December 31, 2019, 2018 and 2017 were approximately \$0.8 million, \$nil and \$nil, respectively.

Central Services. We manage and operate terminals that are owned by affiliates of ArcLight, including SeaPort Midstream Partners, LLC (“SMP”) in Seattle, Washington and Portland, Oregon and SeaPort Sound Terminal, LLC (“SeaPort Sound”) in Tacoma, Washington and, in each case, receive a management fee based on our costs incurred, plus an annual fee. Aggregate annual fees received with respect to services provided for SMP for the years ended December 31, 2019, 2018 and 2017 were approximately \$3.4 million, \$3.4 million and \$1.2 million, respectively. Aggregate annual fees received with respect to services provided for SeaPort Sound for the years ended December 31, 2019, 2018, and 2017, were approximately \$7.2 million, \$0.9 million and \$nil, respectively.

We also manage additional terminal facilities that are owned by affiliates of ArcLight, including Lucknow-Highspire Terminals, LLC (“LHT”), which operates terminals throughout Pennsylvania encompassing approximately 9.8 million barrels of storage capacity, and prior to July 1, 2019, a terminal in Baltimore, Maryland for Pike Baltimore Terminals, LLC (the “Baltimore Terminal”), and receive a management fee based on our costs incurred. Our management of the Baltimore terminal ended on July 1, 2019. Aggregate annual fees received with respect to services performed for LHT and the Baltimore Terminal for the years ended December 31, 2019, 2018 and 2017 were approximately \$1.2 million, \$0.1 million and \$nil, respectively.

DIRECTOR INDEPENDENCE

Following the Take-Private Transaction, we are managed by our sole equity-holder, TLP Finance Holdings, LLC, an indirect controlled subsidiary of ArcLight, and we do not have a board of directors.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Deloitte & Touche LLP is our independent auditor. Deloitte & Touche LLP's accounting fees and services were as follows:

	<u>2019</u>	<u>2018</u>
Audit fees(1)	\$ 785,000	\$ 695,000
Comfort letter and consents	—	80,000
Audit-related fees	—	—
Tax fees	—	—
All other fees	—	—
Total accounting fees and services	<u>\$ 785,000</u>	<u>\$ 775,000</u>

(1) Represents an estimate of fees for professional services provided in connection with the annual audit of our financial statements and the reviews of our quarterly financial statements, and other services provided by the auditor in connection with statutory and regulatory filings.

Part IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(A) 1—The following documents are filed as a part of this Annual Report.

1. *Consolidated Financial Statements and Schedules.* See the index to the consolidated financial statements of TransMontaigne Partners L.P. and its subsidiaries that appears under Item 8. “Financial Statements and Supplementary Data” of this Annual Report.
2. *Financial Statement Schedules.* Financial statement schedules included in this Item 15 are the financial statements of Battleground Oil Specialty Terminal Company LLC. Other schedules are omitted because they are not required, are inapplicable or the required information is included in the financial statements or notes thereto.
3. *Exhibits.* A list of exhibits required by Item 601 of Regulation S-K to be filed as part of this Annual Report.

(A) 2— Battleground Oil Specialty Terminal Company LLC Financial Statements, with a Report of Independent Registered Public Accounting Firm, as of December 31, 2019 and 2018 and for the Years Ended December 31, 2019, 2018 and 2017.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Members of

Battleground Oil Specialty Terminal Company LLC:

Opinion on the Financial Statements

We have audited the accompanying balance sheets of Battleground Oil Specialty Terminal Company LLC (the “Company”) as of December 31, 2018, and the related statements of income, of members’ equity, and of cash flows for each of the two years in the period ended December 31, 2018, including the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

The accompanying balance sheet of the Company as of December 31, 2019, and the related statements of income, of members’ equity, and of cash flows for the year then ended are presented for purposes of complying with Rule 3-09 of SEC Regulation S-X; however, Rule 3-09 does not require the 2019 financial statements to be audited and they are therefore not covered by this report.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these financial statements in accordance with the auditing standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Significant Transactions with Related Parties

As discussed in Note 4 to the financial statements, the Company has extensive operations and relationships with its member, Kinder Morgan Battleground Oil, LLC and other affiliated companies.

/s/ PricewaterhouseCoopers LLP

Houston, Texas
February 27, 2019

We have served as the Company's auditor since 2013.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
STATEMENTS OF INCOME
(In Thousands)

	Year Ended December 31,		
	2019 (a)	2018	2017
Revenues	\$ 60,751	\$ 66,288	\$ 66,235
Operating Costs and Expenses			
Operations and maintenance	13,963	13,362	17,407
Operations and maintenance-affiliate	10,826	10,682	10,645
Depreciation and amortization	19,123	18,682	18,543
General and administrative-affiliate	3,621	3,506	3,134
Taxes other than income taxes	6,940	5,695	5,622
Total Operating Costs and Expenses	<u>54,473</u>	<u>51,927</u>	<u>55,351</u>
Operating Income	6,278	14,361	10,884
Other Income	565	19	—
Income Before Taxes	6,843	14,380	10,884
Income Tax Expense	125	85	336
Net Income	<u>\$ 6,718</u>	<u>\$ 14,295</u>	<u>\$ 10,548</u>

(a) This information is not covered by the Report of Independent Registered Public Accounting Firm.

The accompanying notes are an integral part of these financial statements.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
BALANCE SHEETS
(In Thousands)

	December 31,	
	2019 (a)	2018
ASSETS		
Current assets		
Cash and cash equivalents	\$ 4,443	\$ 14,058
Accounts receivable, net	4,148	3,165
Inventories	1,265	907
Other current assets	2,622	1,169
Total current assets	<u>12,478</u>	<u>19,299</u>
Property, plant and equipment, net	458,857	455,984
Lease asset (Note 6)	5,228	—
Total Assets	<u>\$ 476,563</u>	<u>\$ 475,283</u>
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Accounts payable	\$ 11,429	\$ 5,928
Accrued taxes, other than income taxes	544	5,540
Other current liabilities	1,634	1,003
Total current liabilities	<u>13,607</u>	<u>12,471</u>
Non-current liabilities		
Contract liabilities	930	1,259
Lease liabilities (Note 6)	5,106	—
Total non-current liabilities	<u>6,036</u>	<u>1,259</u>
Total liabilities	<u>19,643</u>	<u>13,730</u>
Commitments and contingencies (Note 2 and Note 6)		
Members' Equity	456,920	461,553
Total Liabilities and Members' Equity	<u>\$ 476,563</u>	<u>\$ 475,283</u>

(a) This information is not covered by the Report of Independent Registered Public Accounting Firm.

The accompanying notes are an integral part of these financial statements.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
STATEMENTS OF CASH FLOWS
(In Thousands)

	Year Ended December 31,		
	2019 (a)	2018	2017
Cash Flows From Operating Activities			
Net income	\$ 6,718	\$ 14,295	\$ 10,548
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	19,123	18,682	18,543
Other non-cash items	639	527	190
Changes in components of working capital:			
Accounts receivable	(983)	(2,318)	322
Inventories	(358)	756	(986)
Accounts payable	470	(3,186)	2,522
Accrued taxes, other than income taxes	(4,996)	(129)	(149)
Accrued dredging service costs	—	(3,153)	—
Other current assets	(1,453)	2,756	(421)
Other current liabilities	508	405	(535)
Other long-term assets and liabilities	(326)	624	(65)
Net Cash Provided by Operating Activities	19,342	29,259	29,969
Cash Flows From Investing Activities			
Capital expenditures	(17,606)	(4,404)	(3,028)
Other	—	3	250
Net Cash Used in Investing Activities	(17,606)	(4,401)	(2,778)
Cash Flows From Financing Activities			
Contributions from Members	8,948	—	342
Distributions to Members	(20,299)	(29,516)	(29,885)
Net Cash Used in Financing Activities	(11,351)	(29,516)	(29,543)
Net Decrease in Cash and Cash Equivalents	(9,615)	(4,658)	(2,352)
Cash and Cash Equivalents, beginning of period	14,058	18,716	21,068
Cash and Cash Equivalents, end of period	\$ 4,443	\$ 14,058	\$ 18,716
Non-cash Investing Activities			
Right-of-use (ROU) assets and operating lease obligations recognized (Note 6)	\$ 5,437		
Net increases in property, plant and equipment accruals	5,031	\$ 2,243	

(a) This information is not covered by the Report of Independent Registered Public Accounting Firm.

The accompanying notes are an integral part of these financial statements.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
STATEMENTS OF MEMBERS' EQUITY
(In Thousands)

	<u>Class A</u> <u>unitholders</u>	<u>Class B</u> <u>unitholders</u>	<u>Total</u> <u>unitholders</u>
Balance at December 31, 2016	\$ 495,769	\$ —	\$ 495,769
Net income	9,502	1,046	10,548
Contributions	342	—	342
Distributions	(28,839)	(1,046)	(29,885)
Balance at December 31, 2017	476,774	—	476,774
Net income	13,332	963	14,295
Distributions	(28,553)	(963)	(29,516)
Balance at December 31, 2018	461,553	—	461,553
Net income (a)	6,008	710	6,718
Contributions (a)	8,948	—	8,948
Distributions (a)	(19,589)	(710)	(20,299)
Balance at December 31, 2019 (a)	<u>\$ 456,920</u>	<u>\$ —</u>	<u>\$ 456,920</u>

(a) This information is not covered by the Report of Independent Registered Public Accounting Firm.

The accompanying notes are an integral part of these financial statements.

**BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS**

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

1. General

We are a Delaware limited liability company, formed on May 26, 2011. When we refer to “us,” “we,” “our,” “ours,” “the Company,” or “BOSTCO,” we are describing Battleground Oil Specialty Terminal Company LLC.

The Members' interests in us (collectively referred to as the Class A Members) are as follows:

- 55.0% - Kinder Morgan Battleground Oil, LLC (KM Battleground Oil), a subsidiary of Kinder Morgan, Inc. (KMI);
- 42.5% - TransMontaigne Operating Company L.P. (TransMontaigne), a wholly owned subsidiary of TransMontaigne Partners L.P.; and
- 2.5% - Tauber Terminals, L.P. (Tauber), a Texas limited partnership.

In addition, we have Class B member interests further described in Note 4.

We own and operate a terminal facility that has 7.1 million barrels of distillate, residual fuel and other black oil product storage at a Houston Ship Channel site. The facility also has deep draft docks and high speed pumps.

2. Summary of Significant Accounting Policies

Basis of Presentation

We have prepared our accompanying financial statements in accordance with the accounting principles contained in the Financial Accounting Standards Board's (FASB) Accounting Standards Codification, the single source of United States Generally Accepted Accounting Principles (GAAP) and referred to in this report as the Codification. Additionally, certain amounts from prior years have been reclassified to conform to the current presentation.

Management has evaluated subsequent events through February 26, 2020, the date the financial statements were available to be issued.

For a discussion of significant Accounting Standards Update (ASU) we adopted on January 1, 2019, see below “—Leases”.

Use of Estimates

Certain amounts included in or affecting our financial statements and related disclosures must be estimated, requiring us to make certain assumptions with respect to values or conditions which cannot be known with certainty at the time our financial statements are prepared. These estimates and assumptions affect the amounts we report for assets and liabilities, our revenues and expenses during the reporting period, and our disclosures, including as it relates to contingent assets and liabilities at the date of our financial statements. We evaluate these estimates on an ongoing basis, utilizing historical experience, consultation with experts and other methods we consider reasonable in the particular circumstances. Nevertheless, actual results may differ significantly from our estimates. Any effects on our business, financial position or results of operations resulting from revisions to these estimates are recorded in the period in which the facts that give rise to the revision become known.

In addition, we believe that certain accounting policies are of more significance in our financial statement preparation process than others, and set out below are the principal accounting policies we apply in the preparation of our financial statements.

**BATTLEGROUNDS OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS**

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

Cash and cash Equivalents

We define cash equivalents as all highly liquid short-term investments with original maturities of three months or less.

Accounts Receivable, net

We establish provisions for losses on accounts receivable due from customers if we determine that we will not collect all or part of the outstanding balance. We regularly review collectability and establish or adjust our allowance as necessary using the specific identification method. As of December 31, 2019 and 2018, our allowance for doubtful accounts were \$109,000 and \$70,000, respectively.

Inventories

Our inventories, which consist of consumable spare parts used in the operations of the facilities, are valued at weighted-average cost, and we periodically review for physical deterioration and obsolescence.

Property, Plant and Equipment, net

Our property, plant and equipment is recorded at its original cost of construction or, upon acquisition, at the fair value of the assets acquired. For constructed assets, we capitalize all construction-related direct labor and material costs, as well as indirect construction costs. The indirect capitalized labor and related costs are based upon estimates of time spent supporting construction projects. We expense costs for routine maintenance and repairs in the period incurred.

We use the straight-line method to depreciate property, plant and equipment over the estimated useful life for each asset. The cost of property, plant and equipment sold or retired and the related depreciation are removed from the balance sheet in the period of sale or disposition. Gains or losses resulting from property sales or dispositions are recognized in the period incurred. We generally include gains or losses in "Operations and maintenance" on our accompanying Statements of Income.

Asset Retirement Obligations (ARO)

We record liabilities for obligations related to the retirement and removal of long-lived assets used in our businesses. We record, as liabilities, the fair value of ARO on a discounted basis when they are incurred and can be reasonably estimated, which is typically at the time the assets are installed or acquired. Amounts recorded for the related assets are increased by the amount of these obligations. Over time, the liabilities increase due to the change in their present value, and the initial capitalized costs are depreciated over the useful lives of the related assets. The liabilities are eventually extinguished when the asset is taken out of service.

We are required to operate and maintain our assets, and intend to do so as long as supply and demand for such services exists, which we expect for the foreseeable future. Therefore, we believe that we cannot reasonably estimate the ARO for the substantial majority of assets because these assets have indeterminate lives. We continue to evaluate our ARO and future developments could impact the amounts we record. We had no recorded ARO as of December 31, 2019 and 2018.

Asset Impairments

We evaluate our assets for impairment when events or changes in circumstances indicate that the carrying values may not be recovered. These events include changes in the manner in which we intend to use a long-lived asset, decisions to sell an asset and adverse changes in market conditions or in the legal or business environment such as

**BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS**

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

adverse actions by regulators. If an event occurs, which is a determination that involves judgment, we evaluate the recoverability of the carrying value of our long-lived asset based on the long-lived asset's ability to generate future cash flows on an undiscounted basis. If an impairment is indicated, or if we decide to sell a long-lived asset or group of assets, we adjust the carrying value of the asset downward, if necessary, to its estimated fair value.

Our fair value estimates are generally based on assumptions market participants would use, including market data obtained through the sales process or an analysis of expected discounted future cash flows. There were no impairments for the years ended December 31, 2019, 2018 and 2017.

Revenue Recognition

Revenue from Contracts with Customers

Beginning in 2018, we account for revenue from contracts with customers in accordance with ASU No. 2014-09, "Revenue from Contracts with Customers" and a series of related accounting standard updates (Topic 606). The unit of account in Topic 606 is a performance obligation, which is a promise in a contract to transfer to a customer either a distinct good or service (or bundle of goods or services) or a series of distinct goods or services provided over a period of time. Topic 606 requires that a contract's transaction price, which is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer, is to be allocated to each performance obligation in the contract based on relative standalone selling prices and recognized as revenue when (point in time) or as (over time) control of the goods or services transfers to the customer and the performance obligation is satisfied.

Our customer services contracts primarily include terminaling service contracts, as described below. Generally, for the majority of these contracts: (i) our promise is to transfer (or stand ready to transfer) a series of distinct integrated services over a period of time, which is a single performance obligation; (ii) the transaction price includes fixed and/or variable consideration, which amount is determinable at contract inception and/or at each month end based on our right to invoice at month end for the value of services provided to the customer that month; and (iii) the transaction price is recognized as revenue over the service period specified in the contract (which can be a day, including each day in a series of promised daily services, a month, a year, or other time increment, including a deficiency makeup period) as the services are rendered using a time-based (passage of time) or units-based (units of service transferred) output method for measuring the transfer of control of the services and satisfaction of our performance obligation over the service period, based on the nature of the promised service (e.g., firm or non-firm) and the terms and conditions of the contract.

Firm Services

Firm services (also called uninterruptible services) are services that are promised to be available to the customer at all times during the period(s) covered by the contract, with limited exceptions. Our firm service contracts are typically structured with take-or-pay provisions. In these arrangements, the customer is obligated to pay for services associated with its take-or-pay obligation regardless of whether or not the customer chooses to utilize the service in that period. Because we make the service continuously available over the service period, we recognize the take-or-pay amount as revenue ratably over such period based on the passage of time.

Non-Firm Services

Non-firm services (also called interruptible services) are the opposite of firm services in that such services are provided to a customer on an "as available" basis. Generally, we do not have an obligation to perform these services until we accept a customer's periodic request for service. For the majority of our non-firm service contracts, the customer will pay only for the actual quantities of services it chooses to receive or use, and we typically recognize the

**BATTLEGROUNDS OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS**

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

transaction price as revenue as those units of service are transferred to the customer in the specified service period (typically a daily or monthly period).

Refer to Note 5 for further information.

Revenue Recognition Policy prior to January 1, 2018

Prior to the implementation of Topic 606, we recognized storage revenues on firm contracted capacity ratably over the contract period regardless of the volume of petroleum products stored. We recorded revenues from throughput movements and ancillary services when performed and earned, subject to possible contractual minimums and maximums.

Operations and Maintenance

Operations and maintenance includes \$1,147,000, \$3,789,000, and \$3,787,000 of dredging service costs for the years ended December 31, 2019, 2018 and 2017, respectively. Actual dredging services costs are capitalized and included in "Other current assets" and "Deferred charges and other assets" on our accompanying Balance Sheets. The capitalized dredging costs are amortized until the next expected dredging operation (an approximate 12 to 24 month period). We use the straight-line method to amortize dredging service costs.

Environmental Matters

We capitalize or expense, as appropriate, environmental expenditures. We capitalize certain environmental expenditures required in obtaining rights-of-way, regulatory approvals or permitting as part of the construction of facilities we use in our business operation. We accrue and expense environmental costs that relate to an existing condition caused by past operations, which do not contribute to current or future revenue generation. We generally do not discount environmental liabilities to a net present value, and we record environmental liabilities when environmental assessments and/or remedial efforts are probable and we can reasonably estimate the costs. Generally, our recording of these accruals coincides with our completion of a feasibility study or our commitment to a formal plan of action. We recognize receivables for anticipated associated insurance recoveries when such recoveries are deemed to be probable.

We routinely conduct reviews of potential environmental issues and claims that could impact our assets or operations. These reviews assist us in identifying environmental issues and estimating the costs and timing of remediation efforts. We also routinely adjust our environmental liabilities to reflect changes in previous estimates. In making environmental liability estimations, we consider the material effect of environmental compliance, pending legal actions against us, and potential third-party liability claims we may have against others. Often, as the remediation evaluation and effort progresses, additional information is obtained, requiring revisions to estimated costs. These revisions are reflected in our income in the period in which they are reasonably determinable.

We are subject to environmental cleanup and enforcement actions from time to time. In particular, Comprehensive Environmental Response, Compensation and Liability Act generally imposes joint and several liability for cleanup and enforcement costs on current and predecessor owners and operators of a site, among others, without regard to fault or the legality of the original conduct, subject to the right of a liable party to establish a "reasonable basis" for apportionment of costs. Our operations are also subject to federal, state and local laws and regulations relating to protection of the environment. Although we believe our operations are in substantial compliance with applicable environmental law and regulations, risks of additional costs and liabilities are inherent in our operations, and there can be no assurance that we will not incur significant costs and liabilities. Moreover, it is possible that other developments, such as increasingly stringent environmental laws, regulations and enforcement policies under the terms of authority of those laws, and claims for damages to property or persons resulting from our operations, could result in substantial costs and liabilities to us.

**BATTLEGROUNDS OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS**

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

Although it is not possible to predict the ultimate outcomes, we believe that the resolution of the environmental matters, and other matters to which we are a party, will not have a material adverse effect on our business, financial position, results of operations or cash flows. We had no accruals for any outstanding environmental matters as of December 31, 2019 and 2018.

Legal Proceedings

We are party to various legal, regulatory and other matters arising from the day-to-day operations of our business that may result in claims against the Company. Although no assurance can be given, we believe, based on our experiences to date and taking into account established reserves, that the ultimate resolution of such items will not have a material adverse impact on our business, financial position, results of operations or cash flows. We believe we have meritorious defenses to the matters to which we are a party and intend to vigorously defend the Company. When we determine a loss is probable of occurring and is reasonably estimable, we accrue an undiscounted liability for such contingencies based on our best estimate using information available at that time. If the estimated loss is a range of potential outcomes and there is no better estimate within the range, we accrue the amount at the low end of the range. We disclose contingencies where an adverse outcome may be material, or in the judgment of management, we conclude the matter should otherwise be disclosed.

Vandaven Johnson Personal Injury Claim

Vandaven Johnson, an employee of Petro-Chem Services, filed a lawsuit in the 295th Judicial District for Harris County, Texas against BOSTCO and certain other defendants in which the plaintiff alleges that he incurred personal injuries in connection with an incident which is alleged to have occurred on April 12, 2017 while the plaintiff was walking down a temporary gangway on BOSTCO's premises from the barg dock to a tanker. Plaintiff alleges that the gangway was placed at an unreasonably steep angle, had an inadequate handrail, and that a vertical support or stanchion failed, causing him to fall from the gangway to the deck of the tanker. Plaintiff alleges injuries to his neck and back and claims to be permanently disabled. Plaintiff subsequently amended his petition to add the manufacturer and distributor of the gangway as defendants. Plaintiff seeks damages of \$3.5 million collectively against all defendants inclusive of alleged current and future medical expenses, pain and suffering, and lost wages. A jury trial is scheduled to occur on April 6, 2020. BOSTCO estimates plaintiff's damages to be considerably less than those claimed in the lawsuit, and we anticipate a jury will place significant responsibility on both the plaintiff and other defendants at trial. We intend to continue to vigorously defend the lawsuit.

Customer Dispute

In January 2018, we settled a dispute with a customer for \$1,642,000 related to the commencement of operations. The settlement was implemented as part of an amendment to the original services agreement, in which our settlement obligation was a component of the transaction price for the amended services arrangement. Accordingly, we recognize the amount as a reduction to revenues over the 5 year term of the amended services agreement as we fulfill the contractual performance obligations.

Leases

Lessee

We lease property at the Port of Houston. Our lease has a remaining lease term of 17 years. We determine if an arrangement is a lease at inception or upon modification. For purposes of calculating operating lease liabilities, lease terms may be deemed to include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

Beginning January 1, 2019, operating ROU assets and operating lease liabilities are recognized based on the present value of lease payments over the lease term at commencement date. Operating leases in effect prior to January 1, 2019 were recognized at the present value of the remaining payments on the remaining lease term as of January 1, 2019. Leases with variable rate adjustments, such as Consumer Price Index (CPI) adjustments, were reflected based on contractual lease payments as outlined within the lease agreement and not adjusted for any CPI increases or decreases. Because most of our leases do not provide an explicit rate of return, we use our incremental secured borrowing rate based on lease term information available at the commencement date of the lease in determining the present value of lease payments. If we have real estate lease agreements with lease and non-lease components, we will account for these components separately, while for the remainder of our agreements we have elected the practical expedient to account for lease and non-lease components as a single lease component. Leases that were grandfathered under various portions of Topic 842, such as land easements, are reassessed when agreements are modified.

Refer to Note 6 for further information.

Income Taxes

We are a limited liability company that is treated as a partnership for income tax purposes and are not subject to federal or state income taxes. Accordingly, no provision for federal or state income taxes has been recorded in our financial statements. The tax effects of our activities accrue to our Members who report on their individual federal income tax returns their share of revenues and expenses. However, we are subject to Texas margin tax (a revenue based calculation), which is presented as "Income Tax Expense" on our accompanying Statements of Income.

3. Property, Plant and Equipment, net

Our property, plant and equipment, net consisted of the following (in thousands):

	Useful Life in Years	December 31,	
		2019	2018
Terminal and storage facilities	5 - 40	\$ 447,758	\$ 440,233
Buildings	5 - 30	12,955	12,955
Other support equipment	1 - 30	77,214	77,047
Accumulated depreciation and amortization		(111,016)	(91,986)
		426,911	438,249
Land		13,168	13,168
Construction work in process		18,778	4,567
Property, plant and equipment, net		<u>\$ 458,857</u>	<u>\$ 455,984</u>

**BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS**

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

4. Related Party Transactions

Limited Liability Company Agreement (LLC Agreement)

Our profits and losses, and cash distributions are allocated, and made within 45 days after the end of each quarter, on a pro-rata basis to our Members in accordance with their equity percentage interests and profit interests, subject to other conditions as defined in the LLC Agreement. The Class A and Class B Members share in our profits and losses on a 96.5% and 3.5% pro-rata basis, respectively. Class B Member interests are not required to make capital contributions in order to maintain their profit interests. Class A units outstanding as of December 31, 2019 and 2018 were 14,914,900. Class B units outstanding as of December 31, 2019 and 2018 were 700.

Changes and amendments to the terms of the LLC Agreement, including its provisions regarding the approval of additional capital contributions, require both KM Battleground Oil and TransMontaigne approvals pursuant to the LLC Agreement. Class A and Class B Members have other rights, preferences, restrictions, obligations, and limitations, including limitations as to the transfer of ownership interests.

Affiliate Agreement

Pursuant to the operations and reimbursement agreement, KM Battleground Oil operates our terminal facility and we pay them a service fee. The service fee for the years ended December 31, 2019, 2018 and 2017 was approximately \$1,702,000, \$1,657,000 and \$1,609,000, respectively, and is reflected in "Operations and maintenance" on our accompanying Statements of Income.

Other Affiliate Balances and Activities

We do not have employees. Employees of KMI provide services to us. In accordance with our governance documents, we reimburse KMI at cost.

The following table summarizes our balance sheet affiliate balances (in thousands):

	<u>December 31,</u>	
	<u>2019</u>	<u>2018</u>
Accounts receivable, net	\$ 3	\$ 18
Accounts payable	1,321	1,560

The following table shows revenues from our affiliates (in thousands):

	<u>Year Ended December 31,</u>		
	<u>2019</u>	<u>2018</u>	<u>2017</u>
Revenues	\$ 931	\$ 802	\$ 665

Subsequent Event

In January 2020, we made cash distributions to our Class A and B Members totaling \$3,456,000, and received a cash contribution from a Class A Member of \$2,128,000.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

5. Revenue Recognition

Nature of Revenue

We provide various types of liquid tank services. These services are generally comprised of inbound, storage and outbound handling of customer products.

Our liquids tank storage and handling service contracts that include a promised tank storage capacity provision and prepaid volume throughput of the stored product. The handling services we provide generally include blending and mixing, throughput movements, and ancillary services for residual fuel and diesel. In these firm service contracts, we have a stand-ready obligation to perform this contracted service each day over the life of the contract. The customer pays a transaction price typically in the form of a fixed monthly charge and is obligated to pay whether or not it uses the storage capacity and throughput service (i.e., a take-or-pay payment obligation). These contracts generally include a per-unit rate for any quantities we handle at the request of the customer in excess of the prepaid volume throughput amount and also typically include per-unit rates for additional, ancillary services that may be periodically requested by the customer.

Disaggregation of Revenues

The following table present our revenues disaggregated by revenue source and type of revenue for each revenue source (in thousands):

	<u>Year Ended December 31,</u>	
	<u>2019</u>	<u>2018</u>
Revenues from contracts with customers		
Services		
Firm services(a)	\$ 49,939	\$ 55,436
Fee-based services	10,785	10,737
Total services revenues	<u>60,724</u>	<u>66,173</u>
Sales		
Product sales	—	89
Total sales revenues	—	89
Total revenues from contracts with customers	<u>60,724</u>	<u>66,262</u>
Other revenues(b)	27	26
Total revenues	<u>\$ 60,751</u>	<u>\$ 66,288</u>

(a) Includes non-cancellable firm service customer contracts with take-or-pay, including those contracts where both the price and quantity amount are fixed.

(b) Amounts recognized as revenue under guidance prescribed in Topics of the Accounting Standards Codification other than in Topic 606 and primarily include leases.

Contract Balances

Contract assets and contract liabilities are the result of timing differences between revenue recognition, billings and cash collections. We did not have any contract assets as of December 31, 2019 and 2018. Our contract liabilities are substantially related to (i) consideration received from customers in connection with the resolution of a customer dispute, see Note 2; and (ii) other items paid for in advance by certain customers generally in our non-regulated businesses,

BATTLEGROUNDS OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

which we subsequently recognize as revenue on a straight-line basis over the initial term of the related customer contracts.

As of December 31, 2019 and 2018, our contract liability balances were \$1,878,000 and \$1,725,000, respectively. Of the contract liability balance at December 31, 2018, \$484,000 was recognized as revenue during the year ended December 31, 2019.

Revenue Allocated to Remaining Performance Obligations

The following table presents our estimated revenue allocated to remaining performance obligations for contracted revenue that has not yet been recognized, representing our “contractually committed” revenue as of December 31, 2019 that we will invoice or transfer from contract liabilities and recognize in future periods (in thousands):

<u>Year</u>	<u>Estimated Revenue</u>
2020	\$ 50,664
2021	32,135
2022	17,096
2023	16,077
2024	4,750
Total	<u>\$ 120,722</u>

Our contractually committed revenue, for purposes of the tabular presentation above, is generally limited to service or commodity sale customer contracts which have fixed pricing and fixed volume terms and conditions, generally including contracts with take-or-pay payment obligations. Our contractually committed revenue amounts generally exclude, based on the following practical expedients that we elected to apply, remaining performance obligations for: (i) contracts with variable volume attributes in which such variable consideration is allocated entirely to a wholly unsatisfied performance obligation and (ii) contracts with an original expected duration of one year or less.

Major Customers

For the year ended December 31, 2019, revenues from our five largest non-affiliate customers were approximately \$10,502,000, \$9,765,000, \$8,862,000, \$7,549,000, and \$7,546,000, respectively, each of which exceeded 10% of our operating revenues. For the year ended December 31, 2018, revenues from our four largest non-affiliate customers were approximately \$14,169,000, \$12,881,000, \$10,452,000, and \$9,255,000, respectively, each of which exceeded 10% of our operating revenues. For the year ended December 31, 2017, revenues from our five largest non-affiliate customers were approximately \$11,671,000, \$11,230,000, \$9,648,000, \$8,886,000 and \$6,994,000, respectively, each of which exceeded 10% of our operating revenues.

6. Leases

Effective January 1, 2019, we adopted ASU No. 2016-02, “*Leases (Topic 842)*” and the series of related Accounting Standards Updates that followed (collectively referred to as “Topic 842”). The most significant changes under the new guidance include clarification of the definition of a lease, and the requirements for lessees to recognize a ROU asset and a lease liability for all qualifying leases with terms longer than twelve months in the balance sheet. In addition, under Topic 842, additional disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing and uncertainty of cash flows arising from leases.

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

We elected the practical expedient available to us under ASU 2018-11 “Leases: Targeted Improvements” which allows us to apply the transition provision for Topic 842 at our adoption date instead of at the earliest comparative period presented in our

financial statements. Therefore, we recognized and measured leases existing at January 1, 2019 but without retrospective application. In addition, we elected the optional practical expedient permitted under the transition guidance related to land easements which allows us to carry forward our historical accounting treatment for land easements on existing agreements upon adoption. We also elected all other available practical expedients except the hindsight practical expedient.

The impact of Topic 842 on our balance sheet beginning January 1, 2019 was through the recognition of ROU assets and lease liabilities for operating leases. Amounts recognized at January 1, 2019 for operating leases were as follows (in thousands):

	January 1, 2019
ROU assets	\$ 5,437
Short-term lease liability	105
Long-term lease liability	5,332

No impact was recorded to the income statement or beginning retained earnings for Topic 842.

Lessee

Following are components of our lease cost (in thousands):

	Year Ended December 31, 2019
Operating leases	470
Short-term and variable leases	16
Total lease cost	486

Other information related to our operating leases are as follows (in thousands, except lease term and discount rate):

	Year Ended December 31, 2019
Operating cash flows from operating leases	(486)
Amortization of ROU assets	209
Weighted average remaining lease term	17 years
Weighted average discount rate	4.74 %

Amounts recognized in the accompanying balance sheet are as follows (in thousands):

Lease Activity	Balance sheet location	December 31, 2019
ROU assets	Lease asset	5,228
Short-term lease liability	Other current liabilities	122
Long-term lease liability	Lease liabilities	5,106

BATTLEGROUND OIL SPECIALTY TERMINAL COMPANY LLC
NOTES TO FINANCIAL STATEMENTS

December 31, 2019 (not covered by the Report of Independent Registered Public Accounting Firm), 2018, and 2017

Operating lease liabilities under non-cancellable leases (excluding short-term leases) as of December 31, 2019 are as follows (in thousands):

Year	Commitment
2020	\$ 377
2021	389
2022	400
2023	412
2024	425
Thereafter	6,209
Total lease payments	8,212
Less: Interest	(2,984)
Present value of lease liabilities	\$ 5,228

Commitment Obligations Prior to January 1, 2019 Under ASC 840

Under the transition provision of Topic 842, we elected the effective date transition option. Following is the additional required transition disclosure for undiscounted future gross minimum operating lease payments as of December 31, 2018 under ASC 840 (in thousands):

Year	Total
2019	\$ 367
2020	377
2021	389
2022	400
2023	412
Thereafter	6,633
Total payments	\$ 8,578

7. Recent Accounting Pronouncement

ASU No. 2016-13

On June 16, 2016, the FASB issued ASU No. 2016-13, “*Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments.*” This ASU modifies the impairment model for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities will be required to utilize a new forward-looking “expected loss” methodology that generally will result in the earlier recognition of allowance for losses. We adopted ASU 2016-13 effective January 1, 2020 with no material impact to our financial statements.

(A) 3—EXHIBITS:

<u>Exhibit Number</u>	<u>Description</u>
2.1	Facilities Sale Agreement, dated as of December 29, 2006, by and between TransMontaigne Product Services LLC (formerly known as TransMontaigne Product Services Inc.) and TransMontaigne Partners L.P. (incorporated by reference to Exhibit 2.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on January 5, 2007).
2.2	Facilities Sale Agreement, dated as of December 28, 2007, by and between TransMontaigne Product Services LLC and TransMontaigne Partners L.P. (incorporated by reference to Exhibit 2.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on January 3, 2008).
2.3	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 Exhibit 2.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on November 26, 2018).
2.4	Agreement and Plan of Merger, dated as of February 26, 2019, by and between TransMontaigne Partners LLC and TransMontaigne GP L.L.C. (incorporated by reference to Exhibit 1.1 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
3.1	Certificate of Formation of TransMontaigne Partners LLC, dated February 26, 2019 (incorporated by reference to Exhibit 3.3 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
3.2	Limited Liability Company Agreement of TransMontaigne Partners LLC, dated February 26, 2019 (incorporated by reference to Exhibit 3.4 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
3.3	Certificate of Merger of TLP Merger Sub, LLC into TransMontaigne Partners L.P., effective as of February 26, 2019 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
3.4	Certificate of Conversion of TransMontaigne Partners L.P. into TransMontaigne Partners LLC, effective as of February 26, 2019 (incorporated by reference to Exhibit 3.2 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
3.5	Certificate of Merger of TransMontaigne GP L.L.C. into TransMontaigne Partners LLC, effective as of February 26, 2019 (incorporated by reference to Exhibit 3.5 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
4.1	Indenture, dated February 12, 2018, among TransMontaigne Partners L.P., TLP Finance Corp. and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on February 12, 2018).
4.2	First Supplemental Indenture, dated as of February 12, 2018, among TransMontaigne Partners L.P., TLP Finance Corp., the guarantors named therein and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on February 12, 2018).

Exhibit Number	Description
10.1	<u>Third Amended and Restated Senior Secured Credit Facility, dated March 13, 2017, among TransMontaigne Operating Company L.P., as borrower, Wells Fargo Bank, National Association, as Administrative Agent, US Bank, National Association, as Syndication Agent, Joint Lead Arranger and Joint Book Runner, Bank of America, N.A., Citibank, N.A., MUFG Union Bank N.A. and Royal Bank of Canada, each as Documentation Agents, Wells Fargo Securities, LLC, as Joint Lead Arranger and Joint Lead Book Runner, and the other financial institutions a party thereto (incorporated by reference to Exhibit 10.1 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on March 14, 2017).</u>
10.2	<u>Contribution, Conveyance and Assumption Agreement, dated May 27, 2005, by and among TransMontaigne LLC, TransMontaigne Partners L.P., TransMontaigne GP L.L.C., TransMontaigne Operating GP L.L.C., TransMontaigne Operating Company L.P., TransMontaigne Product Services LLC and Coastal Fuels Marketing, Inc., Coastal Terminals L.L.C., Razorback L.L.C., TPSI Terminals L.L.C. and TransMontaigne Services LLC. (incorporated by reference to Exhibit 10.2 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on September 13, 2005).</u>
10.3	<u>Registration Rights Agreement, dated May 27, 2005, by and between TransMontaigne Partners L.P. and MSDW Morgan Stanley Strategic Investments, Inc. (formerly MSDW Bondbook Ventures Inc.) (incorporated by reference to Exhibit 10.7 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on September 13, 2005).</u>
10.4	<u>Terminals Services Agreement—Southeast and Collins/Purvis, dated January 1, 2008, between TransMontaigne Partners L.P. and Morgan Stanley Capital Group Inc., as amended (assigned in part to NGL Energy Partners LP on July 1, 2014).(incorporated by reference to Exhibit 10.16 of the Annual Report on Form 10 K filed by TransMontaigne Partners L.P. with the SEC on March 10, 2008). Certain portions of this exhibit have been omitted and filed separately with the Commission pursuant to a request for confidential treatment under Rule 24b 2 as promulgated under the Securities Exchange Act of 1934.</u>
10.5	<u>Sixth Amendment to Terminals Services Agreement—Southeast and Collins/Purvis, dated July 16, 2013, between TransMontaigne Partners L.P. and Morgan Stanley Capital Group Inc. (assigned in part to NGL Energy Partners LP on July 1, 2014).(incorporated by reference to Exhibit 10.1 of the Current Report on Form 8 K filed by TransMontaigne Partners L.P. with the SEC on July 17, 2013).</u>
10.6	<u>Seventh Amendment to Terminals Services Agreement—Southeast and Collins/Purvis, dated December 20, 2013, between TransMontaigne Partners L.P. and Morgan Stanley Capital Group Inc. (assigned in part to NGL Energy Partners LP on July 1, 2014).(incorporated by reference to Exhibit 10.1 of the Current Report on Form 8 K filed by TransMontaigne Partners L.P. with the SEC on December 23, 2013).</u>
10.7	<u>Eighth Amendment to Terminals Services Agreement—Southeast and Collins/Purvis, dated November 4, 2014, between TransMontaigne Partners L.P. and NGL Energy Partners LP (incorporated by reference to Exhibit 10.19 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on March 10, 2016).</u>
10.8	<u>Amendment No. 9 to Terminals Services Agreement—Southeast and Collins/Purvis, dated March 1, 2016, between TransMontaigne Partners L.P. and NGL Energy Partners LP (incorporated by reference to Exhibit 10.1 of the Quarterly Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on March 3, 2016).</u>
10.9*	<u>Amendment No. 10 to Terminals Services Agreement—Southeast and Collins/Purvis, dated June 1, 2019, between TransMontaigne Partners L.P. and NGL Energy Partners LP. Certain portions of this exhibit have been omitted pursuant to Regulation S-K Item 601(b)(10).</u>

Exhibit Number	Description
10.10	Indemnification Agreement, dated December 31, 2007, among TransMontaigne LLC, TransMontaigne Partners L.P., TransMontaigne GP L.L.C., TransMontaigne Operating GP L.L.C. and TransMontaigne Operating Company L.P. (incorporated by reference to Exhibit 10.17 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on March 10, 2008)
10.11	Amended and Restated Limited Liability Company Agreement of Battleground Oil Specialty Terminal Company LLC Company, dated October 18, 2011, by and among TransMontaigne Operating Company L.P., Kinder Morgan Battleground Oil LLC and Tauber Terminals, LP (incorporated by reference to Exhibit 10.16 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on March 12, 2013). Certain portions of this exhibit have been omitted and filed separately with the Commission pursuant to a request for confidential treatment under Rule 24b-2 as promulgated under the Securities Exchange Act of 1934.
10.12	First Amendment to the Amended and Restated Limited Liability Company Agreement of Battleground Oil Specialty Terminal Company LLC, dated December 20, 2012, by and among TransMontaigne Operating Company L.P., Kinder Morgan Battleground Oil LLC and Tauber Terminals, LP (incorporated by reference to Exhibit 10.17 of the Annual Report on Form 10-K filed by TransMontaigne Partners L.P. with the SEC on March 12, 2013). Certain portions of this exhibit have been omitted and filed separately with the Commission pursuant to a request for confidential treatment under Rule 24b-2 as promulgated under the Securities Exchange Act of 1934.
10.13	Asset Purchase Agreement, dated November 2, 2017, by and between Plains Products Terminals LLC and TransMontaigne Operating Company L.P. (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on November 8, 2017).
10.14	First Amendment to Third Amended and Restated Senior Secured Credit Facility, dated as of December 14, 2017, by and among TransMontaigne Operating Company L.P., as borrower, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on December 18, 2017).
10.15	Second Amendment to Third Amended and Restated Senior Secured Credit Facility, dated as of February 26, 2019, by and among TransMontaigne Operating Company L.P., as borrower, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by TransMontaigne Partners LLC with the SEC on February 28, 2019).
10.16	Third Amendment to Third Amended and Restated Senior Secured Credit Facility, dated as of June 3, 2019, by and among TransMontaigne Operating Company L.P., as borrower, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 of the Quarterly Report on Form 10-Q filed by TransMontaigne Partners LLC with the SEC on August 9, 2019).
10.17	Right of First Offer Agreement dated as of September 12, 2017, by and between Pike West Coast Holdings, LLC and TransMontaigne Partners L.P. (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on September 15, 2017).
10.18	Right of First Offer Agreement dated as of August 4, 2017, by and between Pike West Coast Holdings, LLC and TransMontaigne Partners L.P. (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed by TransMontaigne Partners L.P. with the SEC on August 9, 2017).
10.19+	TLP Management Services LLC Amended and Restated Savings and Retention Plan (incorporated by reference to Exhibit 10.18 of the Annual Report on Form 10-K filed by TransMontaigne Partners LLC with the SEC on March 15, 2019).

Exhibit Number	Description
10.20*	Services Agreement dated as of August 18, 2019, by and between TransMontaigne Management Company, LLC and TLP Management Services, LLC.
21.1*	List of Subsidiaries of TransMontaigne Partners LLC.
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following financial information from the Annual Report on Form 10-K of TransMontaigne Partners LLC and subsidiaries for the year ended December 31, 2019, formatted in XBRL (eXtensible Business Reporting Language): (i) consolidated balance sheets, (ii) consolidated statements of operations, (iii) consolidated statements of equity, (iv) consolidated statements of cash flows and (v) notes to consolidated financial statements.

* Filed with this Annual Report.

+ Identifies each management compensation plan or arrangement.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

In accordance with the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned.

TransMontaigne Partners LLC

By: TLP FINANCE HOLDINGS, LLC, its Managing Member

By: /s/ Frederick W. Boutin

Date: March 13, 2020

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities with registrant so stated, on the date indicated.

<u>Name and Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Frederick W. Boutin</u> Frederick W. Boutin	Chief Executive Officer	March 13, 2020
<u>/s/ Robert T. Fuller</u> Robert T. Fuller	Executive Vice President, Chief Financial Officer and Treasurer	March 13, 2020
<u>/s/ Lisa M. Kearney</u> Lisa M. Kearney	Vice President, Chief Accounting Officer	March 13, 2020

SERVICES AGREEMENT

This **SERVICES AGREEMENT** is entered into on, and effective as of, August __, 2019 (the "Effective Date") among TransMontaigne Management Company, LLC, a Delaware limited liability company ("EmployeeCo") and TLP Management Services, LLC, a Delaware limited liability company (the "Operating Company"). The above-named entities are sometimes referred to in this Agreement (as defined herein) each as a "Party" and collectively as the "Parties."

WHEREAS, EmployeeCo employs certain individuals (the "Services Employees") who provide management, operational and administrative services as necessary to operate the business of the Operating Company and its affiliates (the "Services").

NOW THEREFORE, in consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
Services

1.1 Provision of Services. EmployeeCo agrees to provide to the Operating Company and its affiliates the Services and such other services as may be determined by the Parties from time to time.

1.2 Reimbursement and Allocation. The Operating Company shall reimburse EmployeeCo for all direct or indirect costs and expenses incurred by EmployeeCo in connection with performing its obligations under this Agreement including, but not limited to:

- (a) salaries of the Services Employees;
- (b) the cost of employee benefits for the Services Employees, including 401(k), pension, bonuses and health insurance benefits (whether through insurance policies provided by third-parties or self-insurance);
- (c) costs associated with workers' compensation claims and other disputes or liabilities associated with the Services Employees;
- (d) severance costs with respect to any terminated Services Employees; and
- (e) all sales, use, employment, excise, value added or similar taxes, if any, that may be applicable from time to time with respect to the Services.

Such reimbursements shall be made by the Operating Company to EmployeeCo in advance or immediately upon such costs being incurred, or otherwise in accordance with historical practice, unless otherwise agreed between the Operating Company and EmployeeCo.

1.3 Additional Fee. As an additional fee, the Operating Company shall also pay to EmployeeCo an amount equal to 1% of the amount of all reimbursements made under Section 1.2, payable at the same time as such reimbursements, unless otherwise agreed between the Operating Company and EmployeeCo.

1.4 Settlement of Obligations. The Parties may settle their financial obligations under this Agreement Pursuant to the Parties' normal inter-affiliate settlement processes.

ARTICLE II Miscellaneous

2.1 Choice of Law; Submission to Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of Colorado, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each Party hereby submits to the jurisdiction of the state and federal courts in the State of Colorado and to venue in Denver, Colorado.

2.2 Entire Agreement. This 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.

2.3 Termination of Agreement. This Agreement shall remain in effect until terminated by the Parties. This Agreement may be terminated by (a) the written agreement of the Parties or (b) by either Party upon 5 days written notice to the other Party. All payment obligations hereunder shall survive the termination of this Agreement in accordance with their respective terms.

2.4 Amendment or Modification. This 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 Agreement.

2.5 Assignment. No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto; *provided, however,* that either party hereto may make a collateral assignment of this Agreement solely to secure working capital financing for such party.

2.6 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

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

2.8 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory 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 Agreement and all such transactions.

[Signature Page Follows]

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

**TRANSMONTAIGNE MANAGEMENT
COMPANY, LLC**

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

TLP MANAGEMENT SERVICES, LLC

By: /s/ Michael A. Hammell
Name: Michael A. Hammell
Title: EVP, General Counsel

Pursuant to Regulation S-K Item 601(b)(10), certain information identified herein in brackets has been excluded from this Exhibit 10.20 because it is both not material to the Registrant and would likely cause competitive harm to the Registrant if publicly disclosed.

**AMENDMENT
TENTH TO
TERMINALING SERVICES AGREEMENT – SOUTHEAST AND COLLINS/PURVIS**

THIS TENTH AMENDMENT TO TERMINALING SERVICES AGREEMENT – SOUTHEAST AND COLLINS/PURVIS (this “Tenth Amendment”) is effective as of June 1, 2019 by and between TRANSMONTAIGNE PARTNERS LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (“Owner”), and NGL ENERGY PARTNERS LP, a Delaware limited partnership (“Customer”). Owner and Customer are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Owner and Customer previously entered into the Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of January 1, 2008, as amended by the First Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, effective January 1, 2008, the Second Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, effective June 1, 2009, the Third Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, effective December 22, 2009, the Fourth Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of April 14, 2010, the Fifth Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of March 15, 2012, the Sixth Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of July 16, 2013, the Seventh Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of December 20, 2013, the Eighth Amendment to Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of November 4, 2014 and the Amendment No. 9 to Terminaling Services Agreement - Southeast and Collins/Purvis, dated as of March 1, 2016 (collectively, the “Original TSA”); and

B. Owner and Customer desire to amend the Original TSA in certain respects.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ARTICLE I: CONSTRUCTION

1.1. Defined Terms. Capitalized terms and references used but not otherwise defined in this Tenth Amendment have the respective meanings given to such terms in the Original TSA.

1.2. Headings. All headings herein are intended solely for convenience of reference and shall not affect the meaning or interpretation of the provisions of this Tenth Amendment.

1.3. References. Each reference in the Original TSA to “this Agreement”, “herein” or words of like import referring to such Original TSA shall mean and be a reference to the Original TSA, as amended by this Tenth Amendment, and “thereunder”, “thereof” or words of like import shall mean and be a reference to the Original TSA, as amended by this Tenth Amendment. Any notices, requests, certificates and other documents executed and delivered on or after the date hereof may refer to the Original TSA without making specific reference to this Tenth Amendment, but nevertheless all such references shall mean the Original TSA as amended by this Tenth Amendment.

2. ARTICLE II: AMENDMENT TO AGREEMENT.

2.1. Section 9.2 (b) of the Original TSA is deleted in its entirety and replaced with the following:

“To the extent that the revenues received by Owner for net Product gains attributable to the terminals pursuant to the provisions of this Agreement in any Contract Year during the Term hereof exceed the sum of \$[***], Owner agrees to pay over to Customer a sum equal to fifty percent (50%) of any such excess (the “Gain Settlement Amount”), no later than ten (10) Business Days after (i) the final annual invoice related to Product gains has been paid by Customer, (ii) the Parties have finally settled all disputes regarding Product gains and losses during the subject Contract Year and (iii) the Parties have agreed to the Gain Settlement Amount. In the event that the foregoing conditions are not satisfied as of February 10 of any year, Owner will make a payment to Customer in an amount equal to that portion of the Gain Settlement Amount to which the Parties have mutually agreed not later than February 28 of that same year and the Parties shall continue negotiations to determine the remaining amount of the Gain Settlement Amount, if any. Payments made pursuant to this section shall be by wire transfer of immediately available U.S. funds to an account designated by Customer in writing.”

2.2. Sections 22.3 and 22.4 of the Original TSA are deleted in their entirety and replaced with the following:

“22.3. Southeast Terminals – Additional Customer Projects.

Generally. Customer may, from time to time, propose to Owner improvements to Owner’s existing facilities that have a capital cost of \$[***] or less (each, a “Customer Project”) at various sites located at any of the Southeast Terminals other than proposals to refurbish currently out of service storage capacity at the Identified Southeast Terminals which proposal will also include Customer’s estimate of the volumes of Customer’s Product utilizing such improvements. The “Identified Southeast Terminals” means Owner’s terminals in Charlotte, NC, Greensboro, NC (Piedmont Terminal) and Spartanburg, SC that are subject to this

Agreement. Within thirty (30) days following Owner's receipt of such a proposal, Owner shall prepare and deliver to Customer an estimate (a "Preliminary Estimate") setting forth the estimated costs to design, engineer, construct, install, complete and place into service such Customer Project, the incremental operating costs that Owner expects to incur in connection with such Customer Project, and an estimate of the Additional Throughput Fee Amount payable upon the completion of the Customer Project as described below. For the avoidance of doubt, Owner will provide the Preliminary Estimate to Customer at no cost. Within fifteen (15) days following its receipt of the Preliminary Estimate, Customer shall either accept or reject such Preliminary Estimate. If Customer fails to deliver to Owner its acceptance or rejection of the Preliminary Estimate within such 15-day period, it will be deemed to have rejected the Preliminary Estimate.

If Customer accepts the Preliminary Estimate, Owner shall develop and deliver to Customer an authority for expenditure (a "Project AFE") within ninety (90) days of Customer's acceptance of the Preliminary Estimate. Within fifteen (15) days following its receipt of the Project AFE, Customer shall either accept or reject such Project AFE. If Customer fails to deliver to Owner its acceptance or rejection of the Project AFE within such 15-day period, it will be deemed to have rejected the Project AFE. In the event that Customer rejects or is deemed to have rejected the Project AFE, Customer shall reimburse Owner for [***] % of the costs and fees Owner actually incurs (including but not limited to any preliminary engineering, design and in-house costs) in developing the Project AFE (the "AFE Fees").

If Customer accepts the Project AFE, then Owner shall utilize its commercially reasonable efforts to undertake, or cause to be undertaken, the design, engineering, construction, installation, completion and placing in service of the Customer Project. Owner shall commence such Customer Project reasonably promptly following the acceptance of a Project AFE, and in any event within sixty (60) days thereof. Owner shall undertake and conduct, or cause to be undertaken and conducted, such construction, installation and completion in a workmanlike manner and in accordance with applicable industry standards and Applicable Law. All improvements, alterations or additions to a Terminal made in connection with a Customer Project will be the property of Owner, and Customer will have no rights thereto except as set forth herein. Owner shall be responsible for obtaining all necessary consents and permits in connection therewith. After commencement of construction, Owner, no less than quarterly, shall provide Customer with a written construction/completion date report outlining construction progress to date, budget updates and such other information as Customer may reasonably request.

At such time as each Customer Project is completed and ready for service, Owner shall provide written notice thereof to Customer. As soon as practical thereafter, Owner shall provide written notice to Customer (the "Completion Notice"), which shall set forth the incremental per barrel fees that will (i) permit Owner to recover an amount equal to the sum of (X) [***] % of the *estimated* costs incurred by Owner to complete the Customer Project plus (Y) an amount equal to

[***] (\$[***]) (the “Tank Value Amount”) multiplied by the shell capacity in Barrels of any pre-existing tank that is refurbished or brought back into service as part of the Customer Project (collectively, the “Capital Recovery Amount”) over a two-year period (the “Additional Per Barrel Capital Recovery Throughput Fee”) and (ii) permit Owner to recover the incremental operating and maintenance costs that Owner estimates it will incur in connection with such Customer Project over the remaining portion of the Term (the “Additional Per Barrel Operating Recovery Throughput Fee”), each based on the Minimum Annual Throughput Commitment at the Southeast Terminals; provided, that the Capital Recovery Amount shall not include any costs, liabilities or damages to the extent that such costs, liabilities or damages (a) are incurred by Owner due to the failure of Owner or Owner’s agents, contractors or employees to comply with Applicable Law or (b) arise due to the negligence or willful misconduct of Owner or Owner’s agents, contractors or employees. Each Completion Notice shall also include invoices (or other similar supporting documentation) evidencing in reasonable detail all costs (including engineering, materials and construction costs) that comprise the Capital Recovery Amount. Once Owner has determined the total actual costs incurred by Owner to complete the Customer Project, Owner will provide a notice (the “Adjusted Completion Notice”) to the Customer including (I) the adjusted Additional Per Barrel Capital Recovery Throughput Fee that will apply following the date of such notice and (II) the one-time adjustment to be paid by Customer or credited by Owner to account for any over or short payment made during the period between the date of the Completion Notice and the date of the Adjusted Completion Notice.

The Throughput Fees described in Section 3 of this Agreement shall be increased (1) during the [***] period commencing on the first day of the first Month beginning after Customer’s receipt of the Completion Notice, by an amount equal to the Additional Per Barrel Capital Recovery Throughput Fee with respect to the volumes of Customer’s Product based upon the applicable Minimum Monthly Throughput Commitment and (2) commencing on the first day of the first Month beginning after Customer’s receipt of the Completion Notice, by an amount equal to the Additional Per Barrel Operating Recovery Throughput Fee with respect to the volumes of Customer’s Product based upon the applicable Minimum Monthly Throughput Commitment.

22.4 Additional Tankage at the Southeast Terminals. During the Term of this Agreement, Customer shall have a right of first refusal (the “ROFR”) with respect to (i) the right to utilize any new tanks that Owner may propose to construct and place into operation for Product service for a Third Party at the Southeast Terminals after March 1, 2016 and (ii) the right to utilize any tanks that Owner may propose to refurbish and place into operation for Product service for a Third Party at the Identified Southeast Terminals after March 1, 2016 (“Additional Tankage”).

(a) Notice of Terminating Availability. In the event that Owner proposes to offer terminating services with respect to Additional Tankage to a Third Party, then Owner shall give written notice (the “First Refusal Notice”) to Customer at least 30 days prior to entry into any definitive agreement, unless such definitive

agreement is conditioned upon satisfaction of the ROFR. The First Refusal Notice shall set forth in reasonable detail the proposed terms of such terminaling services, including, without limitation, the throughput fees and minimum annual throughput commitment, as applicable (the “Offered Agreement”).

(b) First Refusal Right. During the period ending thirty (30) days after the receipt of the First Refusal Notice by Customer, Customer shall have the absolute right to enter into a new agreement with Owner on terms similar to the Offered Agreement in all material respects (a “ROFR Agreement”). If in its sole discretion Customer elects to exercise such right, Customer shall deliver written notice of its election to enter into such ROFR Agreement.

(c) Forfeiture of Rights. Notwithstanding the foregoing, if Customer does not agree to enter into a particular ROFR Agreement within the time period set forth above, then Customer shall be deemed to have forfeited any right to enter into such ROFR Agreement with respect to that particular First Refusal Notice, and Owner shall be free to enter into or proceed with the Offered Agreement at any time within sixty (60) days after the date of the First Refusal Notice. Any such Offered Agreement shall be entered into at not less than the price and upon other terms and conditions, if any, not more favorable to the proposed customer than those specified in the First Refusal Notice. Any Additional Tankage not bound by an Offered Agreement within such 60-day period shall continue to be subject to the requirements of a prior offer pursuant to this Section 22.4.”

2.3. All references to the “Montvale Terminal” in the Agreement, including but not limited to Section 2 of Attachment “A” to the Agreement, are deleted in their entirety. For the avoidance of doubt, the Montvale Terminal shall no longer be included in the definition of Southeast Terminals.

2.4. Section III of Attachment “A-1” to the Original TSA is deleted in its entirety and replaced with the following:

“III. Additive/Lubricity Fees:

Any additization, lubricity or dyeing injected into the Product pursuant to Customer’s request (or the request of Customer’s client(s) designated by Customer in writing) will be charged in addition to the Throughput Fee above at a rate of (i) when Owner provides the additive, \$[***] per gallon of Product up to the lowest additive concentration required by the EPA (“LAC”), (ii) when Owner provides the additive, \$[***] per gallon of Product for all additive for treat rates in excess of LAC up to and including a treat rate of three (3) times LAC, (iii) when Owner provides additive, an amount equal to the Calculated Additive Value per gallon of Product for treat rates in excess of three (3) times LAC and (iv) when Customer or Customer’s designated client provides additive, \$[***] per gallon of Product. The “Calculated Additive Value” means an amount equal to \$[***] plus (\$[***] multiplied by the sum of the requested treat rate minus three (3)).

[***] Denotes redacted information

For example, if the Customer requests a treat rate of 4.5 times LAC for 100,000 gallons of Product, the corresponding Additive/Lubricity Fee would be $100,000 \times [\$[***] + (\$[***] \times (4.5 - 3))] = \$[***]$.

Notwithstanding anything to the contrary in this Agreement, (i) injection of a conductivity additive shall be considered part of the lubricity additive injection at no additional fee and (ii) Owner shall not be obligated to provide additive concentration injection beyond Owner’s operational capabilities.”

2.5. Section V(E) of Attachment “A-1” to the Original TSA is deleted in its entirety and replaced with the following:

E. Water or other material removal and disposal: Customer shall reimburse Owner for any actual costs incurred in connection with removal of water or other material in or associated with Customer’s product at any time, except if such water or other material is generated by tank-cleaning, maintenance, or hydro-testing activities not requested by Customer.

2.6. As of the Effective Date of this Tenth Amendment, the Minimum Annual Throughput Commitment shall be [***] Barrels.

2.7. As of the Effective Date of this Tenth Amendment, the new fees relating to Customer Projects set forth below shall become effective:

Authorization for Expenditure - Throughput Fee Adders		Historical Fee (Dollars)	New Fee (Dollars)
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

3. ARTICLE III: MISCELLANEOUS PROVISIONS

3.1. Effective Date. This Tenth Amendment shall be effective as of the date hereof.

[***] Denotes redacted information



3.2. Scope of Tenth Amendment. The Original TSA is amended only as expressly modified by this Tenth Amendment. Except as expressly modified by this Tenth Amendment, the terms of the Original TSA remain unchanged, and the Original TSA is hereby ratified and confirmed by the Parties in all respects. In the event of any inconsistency between the terms of the Original TSA and this Tenth Amendment, this Tenth Amendment shall prevail to the extent of such inconsistency.

3.3. Representations and Warranties. Each Party represents and warrants that this Tenth Amendment has been duly authorized, executed and delivered by it and that each of this Tenth Amendment and the Original TSA 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.

3.4. No Waiver. Except as expressly provided herein, the execution and delivery of this Tenth Amendment shall not be deemed or construed to (i) constitute an extension, modification or waiver of any term or condition of the Original TSA, (ii) give rise to any obligation on the part of any Party to extend, modify or waive any term or condition of the Original TSA, or (iii) be a waiver by any Party of any of its rights under the Original TSA, at law or in equity.

3.5. Reaffirmation. Each Party hereby reaffirms each and every representation, warranty, covenant, condition, obligation and provision set forth in the Original TSA, as modified hereby.

3.6. Choice of Law. This Tenth Amendment 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.

3.7. Jurisdiction. 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 Tenth Amendment or the transactions contemplated hereby shall be brought and determined exclusively in 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 Tenth Amendment 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.

3.8. Waiver of Jury Trial. Each Party further 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 Tenth Amendment.

3.9. Severability. If any Article, Section or provision of this Tenth Amendment shall be determined to be null and void, voidable or invalid by a court of competent jurisdiction, then for such period that the same is void or invalid, it shall be deemed to be deleted from this Tenth Amendment and the remaining portions of this Tenth Amendment shall remain in full force and effect.

3.10. Counterparts: Facsimile Signatures. This Tenth Amendment may be executed by the Parties in separate counterparts and delivered by electronic or facsimile transmission or otherwise and all such counterparts shall together constitute one and the same instrument.

[signature page follows]

[***] Denotes redacted information

IN WITNESS WHEREOF, the Parties have executed this Tenth Amendment to Terminating Services Agreement – Southeast and Collins/Purvis as of the date first written above.

NGL ENERGY PARTNERS LP

By: NGL Energy Holdings LLC, its general partner

By: /s/ H. Michael Krimbill

Name: H. Michael Krimbill

Title: Chief Executive Officer

TRANSMONTAIGNE PARTNERS LLC

By: /s/ Frederick W. Boutin

Name: Frederick W. Boutin

Title: Chief Executive Officer

List of Subsidiaries of TransMontaigne Partners LLC at December 31, 2019*

<u>Ownership of subsidiary</u>	<u>Name of subsidiary</u>	<u>Trade name</u>	<u>State/Country of organization</u>
100%	TransMontaigne Operating GP L.L.C.	None	Delaware
100%	TransMontaigne Terminals L.L.C.	None	Delaware
100%	TPSI Terminals L.L.C.	None	Delaware
100%	TransMontaigne Operating Company L.P.	None	Delaware
100%	Razorback L.L.C.	None	Delaware
100%	TLP Operating Finance Corp.	None	Delaware
100%	TPME L.L.C.	None	Delaware
100%	TLP Finance Corp.	None	Delaware
100%	TransMontaigne Management Services L.L.C.	None	Delaware

**Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Frederick W. Boutin, Chief Executive Officer TransMontaigne Partners LLC, a Delaware limited liability company (the "Company"), certify that:

1. I have reviewed this Annual Report on Form 10-K of TransMontaigne Partners LLC for the fiscal year ended December 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 13, 2020

/s/ Frederick W. Boutin
Frederick W. Boutin
Chief Executive Officer

**Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Robert T. Fuller, Chief Financial Officer of TransMontaigne Partners LLC, a Delaware limited liability company (the "Company"), certify that:

1. I have reviewed this Annual Report on Form 10-K of TransMontaigne Partners LLC for the fiscal year ended December 31, 2019;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

March 13, 2020

/s/ Robert T. Fuller
Robert T. Fuller
Chief Financial Officer

**Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Section 1350)**

The undersigned, the Chief Executive Officer of TransMontaigne Partners LLC, a Delaware limited liability company (the "Company"), hereby certifies that, to his knowledge on the date hereof:

- (a) the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2019, filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Frederick W. Boutin

Frederick W. Boutin
Chief Executive Officer
March 13, 2020

**Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. Section 1350)**

The undersigned, the Chief Financial Officer of TransMontaigne Partners LLC, a Delaware limited liability company (the "Company"), hereby certifies that, to his knowledge on the date hereof:

- (a) the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2019, filed on the date hereof with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert T. Fuller

Robert T. Fuller
Chief Financial Officer
March 13, 2020
