

**ASSUMPTION OF CONTRA COSTA COUNTY PIPELINE FRANCHISE
AND COUNTY CONSENT TO TRANSFER
(PLAINS PRODUCTS TERMINALS LLC – TRANSMONTAIGNE OPERATING
COMPANY L.P.)**

This Assumption of Contra Costa County Pipeline Franchise and County Consent to Transfer (Plains Products Terminals LLC – TransMontaigne Operating Company L.P.) (this “Assumption and Consent Agreement”) is entered into on March 26, 2019, and is by and among Plains Products Terminals LLC, a Delaware limited liability company (“Transferor”), TransMontaigne Operating Company L.P., a Delaware limited partnership (“Transferee”), and the County of Contra Costa, a political subdivision of the State of California (“County”).

RECITALS

A. On December 13, 2016, the County granted a pipeline franchise to Transferor per County Resolution No. 2016/670 (the “2016/670 Franchise”), pursuant to the provisions of County Ordinance Code No. 2013-19 and Resolution No. 2013/305 (the “County Franchise Ordinance”) to operate one gasoline pipeline, one natural gas pipeline, and two petroleum pipelines within the County for a term of 10 years; and

B. Effective December 15, 2017, Transferor transferred certain of its assets to Transferee, including its rights in the 12” Line 191 gasoline pipeline, 12” Line 929 petroleum pipeline, 16” Line 930 petroleum pipeline, and 6” PG&E Connection to Martinez Terminal natural gas pipeline subject to the 2016/670 Franchise, pursuant to an Assignment of Leased Real Property and Rights of Way Interests, dated as of December 15, 2017; and

C. Transferor has filed written correspondence with County, dated December 19, 2017, wherein it has requested the consent of County to the transfer and assignment of certain pipelines subject to the 2016/670 Franchise to Transferee; and,

D. Transferee has filed written correspondence with County, dated December 19, 2017, wherein it has requested the consent of County to the transfer and assignment of certain pipelines subject to the 2016/670 Franchise to Transferee; and,

E. It is the intent of County to approve the transaction whereby ownership and control of the interests in the 2016/670 Franchise shall be held by Transferee (the transfer of the interests in the 2016/670 Franchise being referred to herein as the “Transfer”); and,

F. County has reviewed the documents effecting the Transfer between Transferor and Transferee, staff reports and recommendation; and,

G. Based upon the evidence presented to the County, it has determined that it would be in the public interest to conditionally approve the Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties as follows:

AGREEMENT

1. By executing this Assumption and Consent Agreement, Transferee hereby accepts all the terms and conditions of the 2016/670 Franchise, the County Franchise Ordinance, and any orders and directives of any administrative agency relating to the 2016/670 Franchise including, but not limited to this Assumption and Consent Agreement, and represents and warrants that it has examined the requirements of the 2016/670 Franchise, the County Franchise Ordinance, and this Assumption and Consent Agreement, as well as applicable federal, state or local laws or regulations and agrees to abide by all the terms and conditions thereof.

2. Transferee agrees and acknowledges that the County Franchise Ordinance, the 2016/670 Franchise, and the other documents specified herein are legally sufficient, enforceable, valid, and binding on it, and accepts the same without condition or reservation. Transferee accepts the 2016/670 Franchise and all obligations thereof, subject to and assuming liability for all existing disclosed and undisclosed breaches and defaults. Transferee agrees to cooperate and furnish relevant information in relation thereto. Transferor agrees to cooperate and furnish relevant information in relation to any audit and/or investigation relative to breaches and/or defaults accruing prior to the Transfer.

3. To the extent that Transferee, or any related person or entity, challenges the validity or interpretation of any of the above-listed documents in the future in any administrative proceeding or court of law, such a challenge shall be subject to all defenses which would have been available to County had Transferor, or any related person or entity, brought any such challenge, including, but not limited to, waiver, estoppel, consent, unclean hands and accord and satisfaction, as well as any and all defenses independently available to Transferee.

4. Any violation of this Assumption and Consent Agreement shall be deemed to be a violation of the County Franchise Ordinance and the 2016/670 Franchise.

5. This Assumption and Consent Agreement will not be effective until (a) it has been executed by Transferor and Transferee and delivered to County, and (b) the existing bonds for the 2016/670 Franchise have been reissued or have a rider attached thereto naming Transferee as the new principal and have been delivered and approved by County.

6. The County hereby gives its consent and approval to the Transfer whereby each of the interests in the 2016/670 Franchise, including the assets subject thereto, shall be directly acquired and held by Transferee.

7. The granting of this consent to the Transfer does not waive the right of County to approve any subsequent change in the ownership of the 2016/670 Franchise or the ownership or control of Transferee and there shall be no further material change, amendment or modification of the ownership or equity composition of Transferee, which requires prior consent of County pursuant to the County Franchise Ordinance without the further written consent of the County.

Plains Products Terminals LLC, a Delaware limited liability company, as Transferor

By: _____
Name: George N. Polycoros, Jr.
Title: Vice President

TransMontaigne Operating Company L.P., a Delaware limited partnership, as Transferee

By: _____
Name: JAMES F. DUGAN
Title: COO/EVP

Consented to by:

COUNTY OF CONTRA COSTA

By: _____
Name: _____
Title: _____

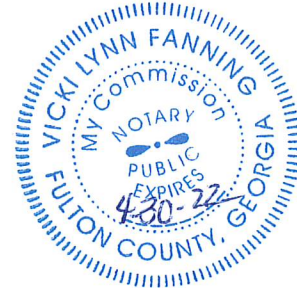
Approved as to Form:

Sharon L. Anderson, County Counsel

By: _____
Name: Eric Gelston
Title: Deputy County Counsel

The signatures of Transferor and Transferee must be notarized.

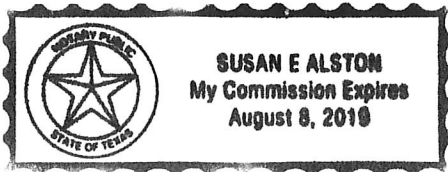
Vicki Lynn Fanning



STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 19th day of February, 2019, by George N. Polydoros, Jr., Vice President for Plains Products Terminals LLC, a Delaware limited liability company, on behalf of said limited liability company.



Susan E Alston
NOTARY PUBLIC - STATE OF TEXAS