

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 or 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2019

OR

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 001-33503

BLUEKNIGHT ENERGY PARTNERS, L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or
organization)

20-8536826
(IRS Employer
Identification No.)

6060 American Plaza, Suite 600
Tulsa, Oklahoma 74135
(Address of principal executive offices, zip code)

Registrant's telephone number, including area code: (918) 237-4000

(Former name, former address and former fiscal year, if changed since last report)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Units representing limited partner interests	BKEP	Nasdaq Global Market
Series A Preferred Units representing limited partner interests	BKEPP	Nasdaq Global Market

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 (§229.405 of this chapter) 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. X

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an 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. (Check one):

Large accelerated filer
Non-accelerated filer X

Accelerated filer
Smaller reporting company X
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 X

As of June 30, 2019, the aggregate market value of the registrant's common units held by non-affiliates of the registrant was approximately \$42.9 million, based on \$1.16 per common unit, the closing price of the common units as reported on the Nasdaq Global Market on the last business day preceding that date.

As of March 23, 2020 there were 35,125,202 Series A Preferred Units and 41,034,763 common units outstanding.

Table of Contents

	<u>Page</u>
<u>PART I.</u>	<u>1</u>
Item 1. Business.	1
Item 1A. Risk Factors.	13
Item 1B. Unresolved Staff Comments.	32
Item 2. Properties.	32
Item 3. Legal Proceedings.	33
Item 4. Mine Safety Disclosures.	33
<u>PART II.</u>	<u>33</u>
Item 5. Market for Registrant’s Common Equity, Related Unitholder Matters and Issuer Purchases of Equity Securities.	33
Item 6. Selected Financial Data.	34
Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.	35
Item 7A. Quantitative and Qualitative Disclosures about Market Risk.	48
Item 8. Financial Statements and Supplementary Data.	48
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.	48
Item 9A. Controls and Procedures.	48
<u>PART III.</u>	<u>49</u>
Item 10. Directors, Executive Officers and Corporate Governance.	49
Item 11. Executive Compensation.	53
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Unitholder Matters.	58
Item 13. Certain Relationships and Related Transactions, and Director Independence.	59
Item 14. Principal Accountant Fees and Services.	60
<u>PART IV.</u>	<u>61</u>
Item 15. Exhibits, Financial Statement Schedules.	61
Item 16. Form 10-K Summary.	63

DEFINITIONS

We use the following terms in this report:

Barrel: One barrel of petroleum products equals 42 United States gallons.

Bpd: Barrels per day.

Common carrier pipeline: A pipeline engaged in the transportation of petroleum products as a public utility and common carrier for hire.

Feedstock: A raw material required for an industrial process such as petrochemical manufacturing.

Finished asphalt products: As used herein, the term refers to liquid asphalt cement sold directly to end users and to asphalt emulsions, asphalt cutbacks, polymer modified asphalt cement and related asphalt products processed using liquid asphalt cement. The term is also used to refer to various residual fuel oil products directly sold to end users.

Liquid asphalt: A dark brown to black cementitious material that is primarily produced by petroleum distillation. When crude oil is separated in distillation towers at a refinery, the heaviest hydrocarbons with the highest boiling points settle at the bottom. These tar-like fractions, called residuum, require relatively little additional processing to become products such as liquid asphalt cement or residual fuel oil. Liquid asphalt cement is primarily used in the road construction and maintenance industry. Residual fuel oil is primarily used as a burner fuel in numerous industrial and commercial business applications. As used herein, the term refers to both liquid asphalt cement and residual fuel oils.

Midstream: The industry term for the components of the energy industry in between the production of oil and gas (upstream) and the distribution of refined and finished products (downstream).

Preferred Units: Series A Preferred Units representing limited partnership interests in our partnership.

Terminalling: The receipt of crude oil and petroleum products for storage into storage tanks and other appurtenant equipment, including pipelines, where the crude oil and petroleum products will be commingled with other products of similar quality; the storage of the crude oil and petroleum products; and the delivery of the crude oil and petroleum products as directed by a distributor into a truck, vessel or pipeline.

Throughput: The volume of product transported or passing through a pipeline, plant, terminal or other facility.

PART I

As used in this annual report, unless we indicate otherwise: (1) "Blueknight Energy Partners," "our," "we," "us" and similar terms refer to Blueknight Energy Partners, L.P., together with its subsidiaries, (2) our "General Partner" refers to Blueknight Energy Partners G.P., L.L.C. and (3) "Ergon" refers to Ergon, Inc., its affiliates and subsidiaries (other than our General Partner and us).

Forward-Looking Statements

This report contains "forward-looking statements" within the meaning of the federal securities laws. Statements included in this annual report that are not historical facts (including any statements regarding plans and objectives of management for future operations or economic performance, or assumptions or forecasts related thereto) are forward-looking statements. These statements can be identified by the use of forward-looking terminology including "may," "will," "should," "believe," "expect," "intend," "anticipate," "estimate," "continue" or other similar words. These statements discuss future expectations, contain projections of results of operations or of financial condition, or state other "forward-looking" information. We and our representatives may from time to time make other oral or written statements that are also forward-looking statements.

Such forward-looking statements are subject to various risks and uncertainties that could cause actual results to differ materially from those anticipated as of the date of this report. Although we believe that the expectations or assumptions reflected in these forward-looking statements are based on reasonable assumptions, no assurance can be given that these expectations will prove to be correct. Important factors that could cause our actual results to differ materially from the expectations reflected in these forward-looking statements include, among other things, those set forth in "Item 1A-Risk Factors," included in this annual report, and those set forth from time to time in our filings with the Securities and Exchange Commission ("SEC"), which are available through the Investors - SEC Filings page at www.bkep.com and through the SEC's Electronic Data Gathering and Retrieval System ("EDGAR") at www.sec.gov.

All forward-looking statements included in this report are based on information available to us on the date of this report. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained throughout this report.

Item 1. Business.

Overview

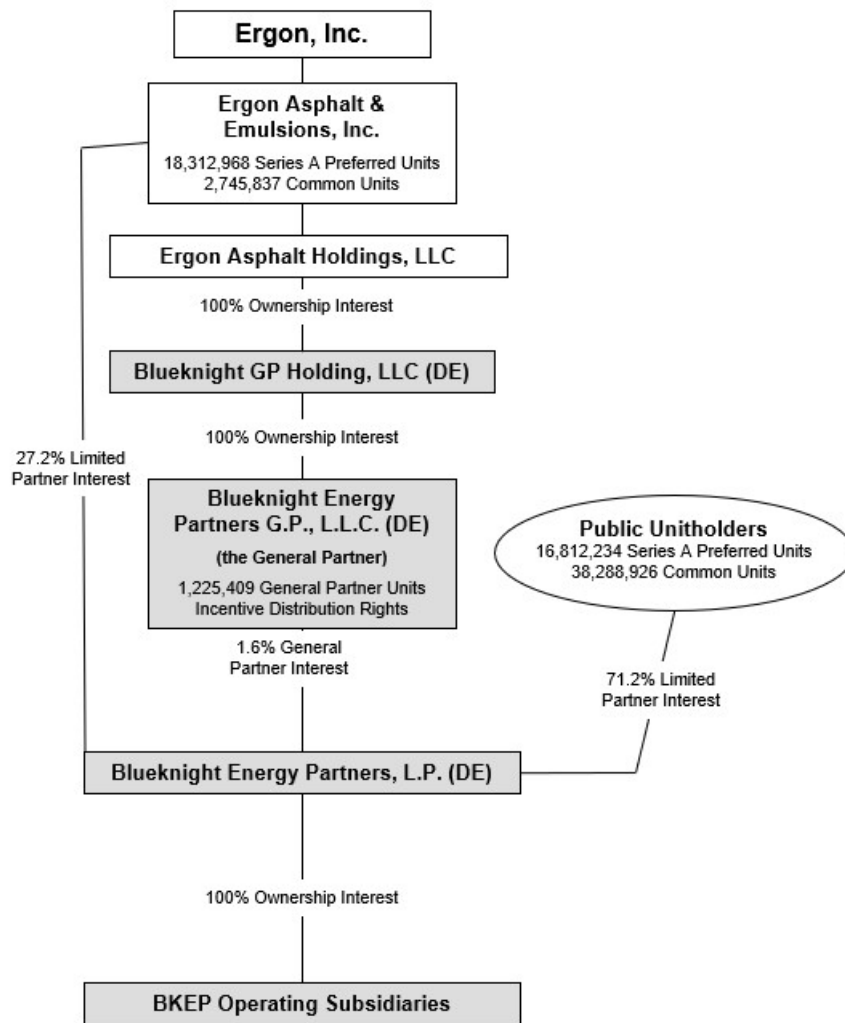
We are a publicly traded master limited partnership with operations in 27 states. We provide integrated terminalling, gathering and transportation services for companies engaged in the production, distribution and marketing of liquid asphalt and crude oil. We manage our operations through four operating segments: (i) asphalt terminalling services, (ii) crude oil terminalling services, (iii) crude oil pipeline services and (iv) crude oil trucking services. On April 24, 2018, the Partnership sold the producer field services business. As a result of the sale of the producer field services business, the Partnership changed the name of the crude oil trucking and producer field services operating segment to crude oil trucking services during the second quarter of 2018. See Note 6 to our consolidated financial statements for additional information.

Our Operations

We were formed as a Delaware limited partnership in 2007 to own, operate and develop a diversified portfolio of complementary midstream energy assets. Our operating assets are owned by, and our operations are conducted through, our subsidiaries. Our General Partner has sole responsibility for conducting our business and for managing our operations. Ergon owns 100% of the outstanding voting interests of Blueknight GP Holding, L.L.C., which owns 100% of the capital interest of our General Partner.

Our General Partner has no business or operations other than managing our business. In addition, outside of its investment in us, our General Partner owns no assets or property other than a minimal amount of cash, which has been distributed by us to our General Partner in respect of its interest in us. Our partnership agreement imposes no additional material liabilities upon our General Partner or obligations to contribute to us other than those liabilities and obligations imposed on general partners under the Delaware Revised Uniform Limited Partnership Act.

The following diagram depicts our organizational structure, including our relationship with our affiliates and subsidiaries, as of March 23, 2020:



Our Strengths and Strategies

Strategically placed assets. We own and operate a diversified portfolio of complementary midstream energy assets that includes approximately 8.8 million barrels of liquid asphalt storage located at 53 terminals in 26 states which we believe are well positioned to provide services in the market areas they serve throughout the continental United States. Our primary crude oil terminalling facilities are located within the Cushing Interchange in Cushing, Oklahoma, one of the largest crude oil marketing hubs in the United States and the designated point of delivery specified in all New York Mercantile Exchange ("NYMEX") crude oil futures contracts. We believe that the Cushing Interchange will continue to serve as one of the largest crude oil marketing hubs in the United States. In addition, we have approximately 611 miles of strategically positioned gathering and transportation pipelines, primarily located in Oklahoma.

Growth opportunities. We evaluate growth opportunities from multiple angles, including growth through third-party acquisitions, optimizing our existing asset base, and enhancing our pipeline and terminal connectivity. In addition, Ergon has indicated that it views us as a potential vehicle of growth in the midstream sector. We cannot say with any certainty whether or not Ergon will pursue future acquisition or expansion opportunities in the midstream energy space with us, or if we will choose to pursue any such opportunity Ergon presents.

Experienced management team. Our General Partner has an experienced and knowledgeable management team with extensive experience in the energy industry. We expect to directly benefit from this management team's strengths, including significant relationships throughout the energy industry with customers of our asphalt terminalling services and with producers, marketers and refiners of crude oil.

Our relationship with Ergon. Ergon owns our General Partner and therefore controls our operations. Ergon is a privately held company formed in 1954 and is based in Jackson, Mississippi, with over 3,000 employees globally. Ergon and its subsidiaries are engaged in a wide range of operations that are categorized into six primary business segments: Refining & Marketing, Specialty Chemicals, Asphalt & Emulsions, Midstream & Logistics, Oil & Gas, and Construction & Real Estate. This relationship may provide us with additional capital sources for future growth as well as increased opportunities to provide terminalling, gathering and transportation services. While this relationship may benefit us, it may also be a source of potential conflicts. Ergon is not restricted from competing with us and may acquire, construct or dispose of additional assets in the future without any obligation to offer us the opportunity to purchase or construct those assets.

Industry Overview

Asphalt Industry

We provide asphalt terminalling services to marketers and distributors of liquid asphalt and asphalt-related products. We do not take title to the product. We lease certain facilities for operation by our customers and at some facilities we process, blend and manufacture products to meet our customers' specifications. Our terminal network consists of 53 facilities located coast-to-coast throughout the United States.

Liquid asphalt is one of the oldest engineering materials. Liquid asphalt's adhesive and waterproofing properties have been used for building structures, waterproofing ships, mummification and numerous other applications.

Production of liquid asphalt begins with the refining of crude oil. When crude oil is separated in distillation towers at a refinery, the heaviest hydrocarbons with the highest boiling points settle at the bottom. These tar-like fractions, called residuum, require relatively little additional processing to become products such as liquid asphalt. Liquid asphalt production typically represents only a small portion of the total product production in the crude oil refining process. The liquid asphalt produced by petroleum distillation can be sold by the refinery either directly into the wholesale and retail liquid asphalt markets or to a liquid asphalt marketer.

In its normal state, liquid asphalt is too viscous to be used at ambient temperatures. For paving applications, asphalt can be heated (hot mix asphalt), diluted or cut back with petroleum solvents (cutback asphalts), or emulsified in a water base with emulsifying chemicals by a colloid mill (asphalt emulsions). Hot mix asphalt is produced by mixing hot asphalt cement and heated aggregate (stone, sand and/or gravel). The hot mix asphalt is loaded into trucks for transport to the paving site, where it is placed on the road surface by paving machines and compacted by rollers. Hot mix asphalt is used for new construction, reconstruction and for thin maintenance overlay on existing roads.

Asphalt emulsions and cutback asphalts are used for a variety of applications, including spraying as a tack coat between an old pavement and a new hot mix asphalt overlay, cold mix pothole patching material and preventive maintenance surface applications such as chip seals. Asphalt emulsions are also used for fog seal, slurry seal, scrub seal, sand seal and microsurfacing maintenance treatments, warm mix emulsion/aggregate mixtures, base stabilization and both central plant and in-place recycling. Asphalt emulsions and cutback asphalts are generally sold directly to government agencies but are also sold to contractors.

The asphalt industry in the United States is characterized by a high degree of seasonality. Much of this seasonality is due to the impact that weather conditions have on road construction schedules, particularly in cold weather states. Refineries produce liquid asphalt year-round, but the peak asphalt demand season is during the warm weather months when most of the road construction activity in the United States takes place. Liquid asphalt marketers and finished asphalt product producers with access to storage capacity possess the inherent advantage of being able to purchase supply from refineries on a year-round basis and then sell finished asphalt products in the peak summer demand season.

Crude Oil Industry

We provide crude oil gathering, marketing, transportation and terminalling services to producers, marketers and refiners of crude oil products. The market we serve, which begins at the source of production and extends to the point of distribution to the end user customer, is commonly referred to as the "midstream" market. Our crude oil operations are located primarily in Oklahoma and Kansas, where there are extensive crude oil production operations in place, and our assets extend from gathering systems and trucking networks in and around producing fields to transportation pipelines carrying crude oil to logistics hubs, such as the Cushing Interchange, where we have terminalling facilities that aid our customers in managing their crude oil.

Gathering, marketing and transportation. Pipeline transportation is generally considered the lowest cost and safest method for shipping crude oil and refined petroleum products to other locations. Crude oil pipelines transport oil from the wellhead to logistics hubs and/or refineries. Logistics hubs like the Cushing Interchange provide storage and connections to other pipeline systems and other modes of transportation, such as truck, railroad, barge and tanker ship. Vessels and railroads provide additional transportation capabilities for shipping crude oil between gathering storage systems, pipelines, terminals and end users. Vessel transportation is typically a cost-efficient mode of transportation that allows for the ability to transport large volumes of crude oil over long distances.

Trucking complements pipeline gathering systems by gathering crude oil from operators at remote wellhead locations not served by pipeline gathering systems. Trucks can also be used to transport crude oil to aggregation points and storage facilities, which are generally located along pipeline gathering and transportation systems. Trucking is generally limited to low-volume, short-haul movements where other alternatives to pipeline transportation are unavailable. Trucking costs escalate sharply with distance, making trucking the most expensive mode of crude oil transportation. Despite being small in terms of both volume per shipment and distance, trucking is an essential component of the oil distribution system.

Terminalling. Terminalling facilities complement the crude oil pipeline gathering and transportation systems. Terminals are facilities where crude oil is transferred to or from a storage facility or transportation system, such as a gathering pipeline, to another transportation system, such as trucks or another pipeline. Terminals play a key role in moving crude oil to end users such as refineries by providing storage and inventory management and distribution.

Terminalling assets generate revenues through a combination of storage and throughput charges to third parties. Storage fees are generated when tank capacity is provided to third parties. Terminalling fees, also referred to as throughput fees, are generated when a terminal receives crude oil from a shipper and redelivers it to another shipper. Both storage fees and terminalling fees are earned from pipeline operators, refiners, gatherers and traders that need segregated storage, traders who make or take delivery under NYMEX contracts, and producers and marketers who seek to increase their marketing alternatives.

Overview of the Cushing Interchange. The Cushing Interchange, located in Cushing, Oklahoma, is one of the largest crude oil marketing hubs in the United States and the designated point of delivery specified in NYMEX crude oil futures contracts. As the NYMEX delivery point and a cash market hub, the Cushing Interchange serves as the primary source of refinery feedstock for Midwest refiners and plays an integral role in establishing and maintaining markets for many varieties of foreign and domestic crude oil. The following table lists certain of the entities with incoming pipelines connected to the Cushing Interchange, the proprietary terminals within the complex and outgoing pipelines from the Cushing Interchange for delivery throughout the United States:

Incoming Pipelines to Cushing Interchange	Cushing Interchange Terminals	Outgoing Pipelines from Cushing Interchange
Blueknight Energy Partners, L.P. Basin Pipeline System BP p.l.c. Centurion Pipeline, L.P. Enbridge Inc. Enterprise Products Partners L.P. Magellan Midstream Partners, L.P. NGL Energy Partners, L.P. Plains All American Pipeline, L.P. Energy Transfer LP Pony Express Pipeline TransCanada Corp. White Cliffs Pipeline, LLC	Blueknight Energy Partners, L.P. ConocoPhillips Deeprock Energy Resources LLC Enbridge Inc. Enterprise Products Partners L.P. Kinder Morgan, Inc. Magellan Midstream Partners, L.P. NGL Energy Partners, L.P. Plains All American Pipeline, L.P. Energy Transfer LP TransCanada Corp.	Blueknight Energy Partners, L.P. BP p.l.c. Centurion Pipeline, L.P. ConocoPhillips Diamond Pipeline, LLC Marathon Pipe Line, LLC Magellan Midstream Partners, L.P. NGL Energy Partners, L.P. Osage Pipeline Company, LLC Plains All American Pipeline, L.P. Seaway Crude Pipeline Company LLC Energy Transfer LP TransCanada Corp.

With our pipeline and terminalling infrastructure, we have the ability to receive and/or deliver, directly or indirectly, to almost all pipelines and terminals within the Cushing Interchange.

Asphalt Terminalling Services

With approximately 8.8 million barrels of asphalt cement storage capacity, we are able to provide our customers the ability to effectively manage their liquid asphalt inventories while allowing significant flexibility in their processing and marketing activities. As of March 23, 2020, we have 53 terminals located in 26 states and, as such, are well-positioned to provide asphalt terminalling services in the market areas we serve throughout the continental United States.

We serve the asphalt industry by providing our customers access to their market areas through a combination of leasing our liquid asphalt facilities and providing terminalling services at certain facilities. We generate revenues by charging a fee for the lease of a facility or for services provided as asphalt products are terminalled in our facilities.

As of March 23, 2020, we have leases and storage agreements relating to all of our 53 asphalt facilities. These agreements have, based on a weighted average by remaining fixed revenue, approximately 4.7 years remaining under their terms. One agreement expires at the end of 2020, and the remaining agreements expire at varying times thereafter, through 2026. We may not be able to extend, renegotiate or replace these contracts when they expire and the terms of any renegotiated contracts may not be as favorable as the contracts they replace. We operate the asphalt facilities that are contracted by storage, throughput and handling agreements, while our contract counterparties operate the asphalt facilities that are subject to lease agreements.

At facilities where we have storage contracts, we receive, store and/or process our customers' asphalt products until we deliver those products to our customers or other third parties. Our asphalt assets include the logistics assets, such as docks and rail spurs and the piping and pumping equipment necessary to facilitate the unloading of liquid asphalt into our terminalling and storage facilities, as well as the processing and manufacturing equipment required for the processing of asphalt emulsions, asphalt cutbacks, polymer modified asphalt cement and other related finished asphalt products. After initial unloading, the liquid asphalt is moved via heat-traced pipe into storage tanks. Those tanks are insulated and contain heating elements that allow the liquid asphalt to be stored in a heated state. The liquid asphalt can then be directly sold by our customers to end users or used as a raw material for the processing of asphalt emulsions, asphalt cutbacks, polymer modified asphalt cement and related finished asphalt products that we process in accordance with the formulations and specifications provided by our customers. Depending on the product, the processing of asphalt entails combining asphalt cement and various other products such as emulsifying chemicals and polymers to achieve the desired specification and application requirements.

At leased facilities, our customers conduct the operations at the asphalt facility, including the storage and processing of asphalt products, and we collect a monthly rental fee relating to the lease of such facility. Generally, under the terms of those leases, (i) title to the asphalt, raw materials or finished asphalt products received, unloaded, stored or otherwise handled at such asphalt facility is in the name of the lessee; (ii) the lessee is responsible for complying with environmental, health, safety, transportation and security laws; (iii) the lessee is required to obtain and maintain necessary permits, licenses, plans, approvals or other such authorizations and is responsible for insuring such asphalt facility; and (iv) most routine maintenance and repairs of such asphalt facility are the responsibility of the lessee.

We do not take title to, or have marketing responsibility for, the liquid asphalt product that we terminal. As a result, our asphalt operations have minimal direct exposure to changes in commodity prices, but the volumes of liquid asphalt we terminal are indirectly affected by commodity prices.

The following table provides an overview of our asphalt facilities as of March 23, 2020:

Location	Number of Facilities	Total Tankage (in thousands of bbls)(1)
Alabama	1	295
Arizona	1	66
Arkansas	1	21
California	1	66
Colorado	4	401
Georgia	2	192
Idaho	1	285
Illinois	2	232
Indiana	1	156
Kansas	5	662
Missouri	3	662
Mississippi	1	202
Montana	1	123
Nebraska	1	292
New Jersey	1	459
Nevada	1	280
North Carolina	1	243
Ohio	1	38
Oklahoma	7	1,420
Pennsylvania	1	59
Tennessee	4	770
Texas	4	248
Utah	2	300
Virginia	2	635
Washington	3	468
Wyoming	1	220
Total	53	8,795

(1) Total tankage refers to the approximate total capacity of all tanks.

Our asphalt assets range in age from one year to over 50 years, and we expect that our storage tanks and related assets will have an average remaining life in excess of 20 years.

Significant Customers. For the year ended December 31, 2019, Ergon accounted for at least 30% but not more than 35% of our total asphalt terminalling services revenue. Associated Asphalt, Inc. and Delek US Holdings, Inc. each accounted for at least 10% but not more than 20% of asphalt terminalling services revenue in 2019. The loss of any of those customers could have a material adverse effect on our business, cash flows and results of operations. No other customer accounted for more than 10% of our asphalt terminalling services revenue during 2019. As of March 23, 2020, we have storage, throughput and handling agreements or operating leases with Ergon for 23 of our asphalt facilities. For more information regarding the Ergon agreements, please see Note 12 to our consolidated financial statements.

Crude Oil Terminalling Services

With approximately 6.9 million barrels of above-ground crude oil terminalling facilities, we are able to provide our customers with the ability to effectively manage their crude oil inventories and enhance flexibility in their marketing and operating activities. Our crude oil terminalling assets are located throughout our core operating areas, with the majority of our crude oil terminalling assets strategically located at the Cushing Interchange.

Our crude oil terminalling assets receive crude oil products from pipelines or trucks, including those owned by us, and distribute those products to interstate common carrier pipelines and regional independent refiners, among other third parties. Our crude oil terminals derive most of their revenues from terminalling fees charged to customers.

As of March 23, 2020, we have approximately 5.5 million barrels of crude oil storage under service contracts, including 3.3 million barrels of crude oil storage contracts that expire in 2020. The remaining terms on the service contracts that expire after 2020 range from 15 months to 21 months. Storage contracts with a subsidiary of Vitol Group (together with its subsidiaries, "Vitol") represent 2.9 million barrels of crude oil storage capacity under contract. We may not be able to extend, renegotiate or replace these contracts when they expire and the terms of any renegotiated contracts may not be as favorable as the contracts they replace.

The table below sets forth the total average barrels stored at and delivered out of our Cushing terminal in each of the periods presented, and the total storage capacity at our Cushing terminal and at our other terminals at the end of such periods:

	Year ended December 31,	
	2018	2019
	(in thousands)	
Average crude oil storage barrels contracted per month at our Cushing terminal	4,098	5,644
Average crude oil delivered (Bpd) to our Cushing terminal	48	80
Total storage capacity at our Cushing terminal (barrels at end of period)	6,600	6,600
Total other storage capacity (barrels at end of period)	322	301

The following table outlines the location of our crude oil terminals and their storage capacities and number of tanks as of December 31, 2019:

Location	Storage Capacity (thousands of barrels)	Number of Tanks
Cushing, Oklahoma	6,600	34
Other(1)	301	94
Total	6,901	128

(1) Consists of miscellaneous storage tanks located at various points along our pipeline systems.

Cushing Terminal. One of our principal assets is our Cushing terminal, which is located within the Cushing Interchange in Cushing, Oklahoma. Currently, we own and operate 34 crude oil storage tanks with approximately 6.6 million barrels of storage capacity at this location. We own approximately 50 additional acres of land within the Cushing Interchange that is available for future expansion.

Our Cushing terminal was constructed over the last 50 years and has an expected remaining life of at least 20 years. Over 90% of our total storage capacity in our Cushing terminal has been built since 2002. We estimate that our storage tanks have a weighted average age of 16 years.

The design and construction specifications of our storage tanks meet or exceed the minimums established by the American Petroleum Institute ("API"). Our storage tanks also undergo regular maintenance inspection programs that are more stringent than established governmental guidelines. We believe that these design specifications and inspection programs will result in lower future maintenance capital costs.

A key attribute of our Cushing terminal is that through our pipeline interface, we have access and connectivity to almost all of the terminals located within the Cushing Interchange. This connectivity is important because it provides us the ability to deliver to virtually any customer within the Cushing Interchange.

Our Cushing terminal can receive crude oil from our Mid-Continent pipeline system as well as other terminals owned by Centurion, Magellan Midstream Partners, Enterprise Products Partners, Sunoco Logistics Partners L.P., Plains All American Pipeline, L.P., Enbridge Inc., Energy Transfer LP, and Deeprock Energy Resources, LLC, as well as truck stations. Our Cushing terminal's pipeline connections to major markets in the Mid-Continent region provide our customers with marketing flexibility. Our Cushing terminal can deliver crude oil via pipeline and, in the aggregate, is capable of receiving and/or delivering approximately 350,000 Bpd of crude oil.

Significant Customers. For the year ended December 31, 2019, Vitol accounted for at least 50% but not more than 55% of our total crude oil terminalling revenue, and Citigroup Energy, Inc. and Sunoco Logistics Partners L.P. each accounted for at least 10% but not more than 20% of our total crude oil terminalling revenue. The loss of any of these customers could have a material adverse effect on our business, cash flows and results of operations. No other customer accounted for more than 10% of our crude oil terminalling revenue during 2019.

Crude Oil Pipeline Services

We own and operate a crude oil transportation system in the Mid-Continent region of the United States with a total length of approximately 611 miles. In addition, we purchase crude oil at production leases in Oklahoma, and we market those barrels primarily at the Cushing Interchange.

System	Asset Type	Approximate Length (miles)	Average Throughput for Year Ended December 31, 2018 (Bpd)	Average Throughput for Year Ended December 31, 2019 (Bpd)	Pipe Diameter Range
Mid-Continent	Gathering and transportation pipelines	611	24,967	28,039	4" to 20"

Mid-Continent Pipeline System. Our Mid-Continent pipeline system provides access to our Cushing terminal and other storage facilities. Our Mid-Continent pipeline system consists of approximately 611 miles of various sized pipeline, and has a capacity of approximately 50,000 Bpd. The majority of the Mid-Continent pipeline system is located in Oklahoma. Crude oil delivered into the Oklahoma portion of our Mid-Continent pipeline system is transported to our Cushing terminal or delivered to local area refiners. The Mid-Continent pipeline system previously included an approximately 35-mile gathering and transportation system in the Texas Panhandle near Dumas, Texas. This portion of the Mid-Continent system was sold in December 2019.

The Mid-Continent pipeline system was constructed in various stages beginning in the 1940s, and we believe it has a remaining life of at least 20 years. From April 2016 to July 2018, a portion of our Oklahoma system was out of service, which reduced transportation capacity by approximately 20,000 Bpd. In July 2018, we were able to restore service to that portion of pipeline. The ability to fully utilize the capacity of these systems may be impacted by the market price of crude oil and producers' decisions to increase or decrease production in the areas we serve.

Significant Customers. For the year ended December 31, 2019, Vitol accounted for 99% of crude oil pipeline services marketing revenue and 45% of crude oil pipeline transportation services revenue. Scout Energy Management, LLC and CP Energy, LLC accounted for at least 10% but not more than 20% of crude oil pipeline transportation services revenue. Scout Energy Management, LLC was the sole customer on the 35-mile gathering and transportation system that was sold in December 2019. We do not expect the loss of this customer due to the sale of the system to have a material adverse effect on our crude oil pipeline services segment going forward as operating margin on the system was not significant. The loss of any of these other customers could have a material adverse effect on our business, cash flows and results of operations.

Crude Oil Trucking Services

On April 24, 2018, we sold the producer field services business. As a result of the sale of the producer field services business, the Partnership changed the name of the crude oil trucking and producer field services operating segment to crude oil trucking services during the second quarter of 2018. See Note 6 to our consolidated financial statements for additional information.

To complement our pipeline gathering, marketing and transportation business, we use our 63 owned or leased tanker trucks, which have an average tank size of approximately 200 barrels, to move crude oil to aggregation points, pipeline injection stations and storage facilities. Our tanker trucks moved an average of 27,000 Bpd and 26,000 Bpd for the years ended December 31, 2018 and 2019, respectively, from wellhead locations not served by pipeline gathering systems. The following table outlines the distribution of our trucking assets among our operating areas as of March 23, 2020:

Location	Number of Trucks
Oklahoma	23
Kansas	27
Texas	13
Total	63

Significant Customers. For the year ended December 31, 2019, MV Purchasing, LLC accounted for at least 40% but not more than 45% and Devon Gas Services, LP accounted for at least 15% but not more than 20% of crude oil trucking services revenue. The loss of either of these customers could have a material adverse effect on our business, cash flows and results of operations. In addition, approximately 33% of crude oil trucking services revenue for the year ended December 31, 2019, were earned by providing services to our crude oil pipeline services segment. No other customer accounted for more than 10% of our crude oil trucking services revenue during 2019.

Competition

We compete with national, regional and local liquid asphalt terminalling companies and crude oil gathering, storage and pipeline companies, including the major integrated oil companies, of widely varying sizes, financial resources and experience. We are subject to competition from other crude oil gathering, pipeline transportation, terminalling operations and trucking operations that may be able to supply our customers with the same or comparable services on a more competitive basis.

The asphalt industry is highly fragmented and regional in nature. Participants range in size from major oil companies to small family-owned businesses. Participants in the asphalt business include refiners such as BP p.l.c., Flint Hills Resources, L.P., CHS, Inc., ExxonMobil Corporation, ConocoPhillips Co., NuStar Energy L.P., Ergon Refining, Inc., Marathon Petroleum Company LLC, Alon USA LP, Suncor Energy Inc. and Valero Energy Corporation; resellers such as Associated Asphalt Partners, LLC, Idaho Asphalt Supply, Inc. and Asphalt Materials, Inc.; and large road construction firms such as Old Castle Materials, Inc. and Colas SA. We compete for asphalt terminalling services with the national, regional and local industry participants.

With respect to our crude oil gathering and transportation services, our competitors include Enterprise Products Partners L.P., Plains All American Pipeline, L.P., Magellan Midstream Partners, L.P., Sunoco Logistics Partners L.P. and Energy Transfer LP, among others. With respect to our crude oil terminalling services, our competitors include Magellan Midstream Partners, L.P., Enbridge Inc., Enterprise Products Partners L.P., Plains All American Pipeline, L.P. and Energy Transfer LP, among others. Several of our competitors conduct portions of their operations through publicly traded partnerships with structures similar to ours, including Plains All American Pipeline, L.P., Enterprise Products Partners L.P., Sunoco Logistics Partners L.P. and Magellan Midstream Partners, L.P. Our ability to compete could be harmed by factors we cannot control, including:

- the perception that another company can provide better service;
- the availability of crude oil alternative supply points, or crude oil supply points located closer to the operations of our customers; and/or
- a decision by our competitors to acquire or construct crude oil midstream assets and provide gathering, transportation or terminalling services in geographic areas, or to customers, served by our assets and services.

If we are unable to compete effectively with services offered by other midstream enterprises, our financial results and ability to make distributions to our unitholders may be adversely affected. Additionally, we also compete with national, regional and local companies for asset acquisitions 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.

Pipeline Regulation

We currently do not offer transportation services regulated by the Federal Energy Regulatory Commission ("FERC"). Our pipeline segments are subject to regulatory enforcement by the U.S. Department of Transportation's ("DOT") Pipeline Hazardous Materials Safety Administration ("PHMSA").

Gathering and Intrastate Pipeline Regulation. All intrastate pipelines in the state of Oklahoma are regulated by the Oklahoma Corporation Commission (the "OCC"). In the states in which we operate, regulation of crude gathering facilities and intrastate crude pipeline facilities generally includes various safety, environmental and, in some circumstances, nondiscriminatory take requirements and complaint-based rate regulation.

Pipeline Safety. Our pipelines are subject to state and federal laws and regulations governing design, construction, operation and maintenance of the lines; qualifications of pipeline personnel; public awareness; emergency response and other aspects of pipeline safety. These laws and regulations are subject to change, resulting in potentially more stringent requirements and increased costs. Applicable pipeline safety regulations establish minimum safety requirements and, for pipelines that pose a greater risk to populated areas or environmentally sensitive areas, impose a more rigorous requirement for the implementation of pipeline integrity management programs for our pipelines. The Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 ("Pipeline Safety Act") was enacted in January 2012. That legislation increased the maximum civil penalties for pipeline safety administrative enforcement actions; required the DOT to study and report on the expansion of integrity management requirements, the sufficiency of existing gathering line regulations to ensure safety and the feasibility of leak detection systems for hazardous liquid pipelines; required pipeline operators to verify their records on maximum allowable operating pressure; and imposed new emergency response and incident notification requirements. In 2016, the Pipeline Safety Act was reauthorized and amended to add additional construction inspection requirements, clarify integrity management rules and update federally incorporated standards. On January 23, 2017, PHMSA published a final rule that became effective on March 24, 2017. This rule amended the Pipeline Safety Act to include, among other provisions, a specific time frame for notifying PHMSA of accidents and incidents, allowance for PHMSA to recover costs associated with design reviews of new projects, renewal of expiring special permits, processes for requesting protection of confidential commercial information, changes to the drug and alcohol testing requirements and incorporating consensus standards by reference for in-line inspection and stress corrosion cracking direct assessment. On October 1, 2019, PHMSA published a final rule "Safety of Hazardous Liquids Pipelines," which will take effect July 1, 2020. The rule requires inspection of all pipelines in areas affected by extreme weather and natural disasters, implements integrity assessment criteria, and extends the requirements for the rule of detection systems. The states in which we operate pipelines incorporate into their state rules those federal safety standards for hazardous liquids pipelines contained in Title 49, Part 195 of the Federal Code of Regulations. As a result, the issuance of any new pipeline safety regulations, including additional requirements for integrity management, is likely to increase the operating costs of our pipelines subject to such new requirements, and such future costs may be material.

Trucking Regulation. We operate a fleet of trucks to transport crude oil and oilfield materials as a private, contract and common carrier. We are licensed to perform both intrastate and interstate motor carrier services. As a motor carrier, we are subject to certain safety regulations issued by the DOT. The trucking regulations cover, among other things, driver operations, maintaining log books, truck manifest preparations, the placement of safety placards on the trucks and trailer vehicles, drug and alcohol testing, safety of operation and equipment and many other aspects of truck operations. We are also subject to requirements of the federal Occupational Safety and Health Act, as amended ("OSHA"), with respect to our trucking operations.

Environmental, Health and Safety Risks

General. Our midstream crude oil gathering, transportation and terminalling operations, as well as our asphalt assets, are subject to stringent federal, state and local laws and regulations relating to the discharge of materials into the environment or otherwise relating to protection of the environment, health and safety. Various permits or other authorizations are required under these laws for the operation of our terminals, pipelines and related operations, and may be subject to revocation, modification and renewal. These laws and regulations may also require notice to stakeholders of proposed and ongoing operations; require the installation of expensive pollution control equipment; restrict the types, quantities and concentrations of various substances that can be released into the environment in connection with transporting through pipelines; or establish specific safety and health criteria addressing worker protection. As with liquid asphalt and midstream industries generally, compliance with current and anticipated environmental laws and regulations increases our overall cost of business, including our capital costs to construct, maintain and upgrade equipment and facilities. Failure to comply with these laws and regulations may result in the assessment of significant administrative, civil and/or criminal penalties, the imposition of investigatory and remedial liabilities and issuance of injunctions that may restrict or prohibit some or all of our operations. We believe that our operations are in substantial compliance with applicable laws, regulations and permits. However, environmental laws and regulations are subject to change, along with varying degrees of interpretation and departmental policies, resulting in potentially more stringent requirements. The recent legislative and regulatory trend has been to place increasingly stringent restrictions and limitations on activities that may affect the environment. Federal, state or local administrative decisions, developments in the federal or state court systems or other governmental or judicial actions may influence the interpretation and/or enforcement of environmental laws and regulations and may thereby increase compliance costs. Although we are not currently aware of any material effects that compliance with current and future environmental laws and regulations will have on our results of operations, financial position or cash flows, we cannot provide any assurance that such costs will not result in such material effects in the future.

Risks of accidental releases into the environment, such as leaks or spills of petroleum products or hazardous materials from our terminals, pipelines and trucks, are inherent in both our liquid asphalt and midstream operations. A discharge of petroleum products or hazardous materials into the environment could, to the extent such event is not covered by insurance, subject us to substantial expense, including costs related to environmental cleanup or restoration, compliance with applicable laws and regulations and any personal injury, natural resource or property damage claims made by neighboring landowners and other third parties.

The following is a summary of the more significant current environmental, health and safety laws and regulations to which our business operations are subject and for which compliance may require material capital expenditures or have a material adverse impact on our results of operations, financial position and cash flows.

Water. The federal Clean Water Act ("CWA") and analogous state and local laws impose restrictions, strict controls and permitting requirements on the discharge of pollutants into waters of the United States and state waters. We note that the term "waters of the United States" is already broadly construed and, in 2015, the United States Environmental Protection Agency ("EPA") and U.S. Army Corps of Engineers adopted a rule to clarify the meaning of the term "waters of the United States." However, in 2019 the EPA repealed this rule and in January 2020 announced a revised rule clarifying the "waters of the United States" definition. Litigation surrounding the repeal of 2015 rule and litigation over the new revised rule is anticipated once the rule is published in the Federal Register. The CWA and analogous laws provide significant penalties for unauthorized discharges and impose substantial potential liabilities for cleaning up releases into water. In addition, the CWA and analogous state laws require individual permits or coverage under general permits for discharges of storm water runoff from certain types of facilities. Some states also maintain groundwater protection programs that require permits for discharges or operations that may impact groundwater conditions. We believe that we are in substantial compliance with any such applicable state requirements.

The federal Oil Pollution Act, as amended ("OPA"), was enacted in 1990 and amended provisions of the Federal Water Pollution Control Act of 1972, the CWA and other statutes as they pertain to prevention and response to oil spills. The OPA and analogous state and local laws subject owners of facilities used for storing, handling or transporting oil, including trucks and pipelines, to strict, joint and potentially unlimited liability for containment and removal costs, natural resource damages and certain other consequences of an oil spill, where such spill is into navigable waters, along shorelines or in the exclusive economic zone of the United States. The OPA and other analogous laws also impose certain spill prevention, control and countermeasure requirements, such as the preparation of detailed oil spill emergency response plans and the construction of dikes and other containment structures to prevent contamination of navigable or other waters in the event of an oil overflow, rupture or leak. We believe that we are in substantial compliance with applicable OPA and analogous state and local requirements.

Air Emissions. Our operations are subject to the federal Clean Air Act ("CAA"), as amended, as well as to comparable state and local laws. We believe that our operations are in substantial compliance with applicable laws in those areas in which we operate. Amendments to the CAA enacted in 1990 imposed a federal operating permit requirement for major sources of air emissions. Our crude oil terminal located in Cushing, Oklahoma holds such a permit, which is referred to as a "Title V permit." The EPA approved final rules under the CAA that established new air emission controls for oil and natural gas production, pipelines and processing operations that took effect on October 15, 2012. To respond to challenges, the EPA revised certain aspects of the rules and has indicated it may reconsider other aspects. The EPA finalized a rule, which took effect August 2, 2016, to set standards for methane and volatile organic compound emissions from new and modified sources in the oil and gas sector, including transmission. The EPA is currently engaged in rulemaking to stay the effective date of the rule. On September 11, 2018, the EPA also proposed targeted improvements to the rule, including amendments to the rule's fugitive emissions monitoring requirements, and expects to "significantly reduce" the regulatory burden of the rule in doing so. Separately, on August 28, 2019, the EPA proposed amendments to the 2012 and 2016 NSPS for the Oil and Natural Gas Industry which would remove all sources in the transmission and storage segment of the oil and natural gas industry from regulation under the NSPS, both for ozone-forming VOCs, and for "greenhouse gases" ("GHGs"). The existing NSPS regulates GHGs through limitations on emissions of methane. The amendments also would rescind the methane requirements in the 2016 NSPS that apply to sources in the production and processing segments of the industry. As an alternative, the EPA also is proposing to rescind the methane requirements that apply to all sources in the oil and natural gas industry, without removing any sources from the current source category. The costs of compliance with any modified or newly issued rules cannot be predicted. For example, the Bureau of Land Management ("BLM") adopted rules that took effect on January 17, 2017, to reduce venting, flaring and leaks during oil and natural gas production activities on onshore federal and Indian leases. In December 2017, implementation of this rule was delayed until January 2019, and in September 2018 the BLM proposed a revised rule which scaled back the waste-prevention requirements of the 2016 rule. Environmental groups sued in federal district court a day later to challenge the legality of aspects of the revised rule, and the outcome of this litigation is currently uncertain. Compliance with these rules could result in additional compliance costs for us and for others in our industry. In response to these and other regulatory developments, we may be required to incur certain capital expenditures in the next several years for air pollution control equipment and operational changes in connection with obtaining or maintaining permits and approvals and complying with applicable regulations addressing air emission related issues. However, the status of recent and future rules and rulemaking initiatives under the new administration is uncertain. Although we can provide no assurance, we believe future compliance with the CAA, as currently amended, will not have a material adverse effect on our financial condition, results of operations or cash flows.

Climate Change. Legislative and regulatory measures to address concerns that emissions of certain gases, commonly referred to as "greenhouse gases" ("GHGs"), may be contributing to warming of the Earth's atmosphere are in various phases of discussions or implementation at the international, national, regional and state levels. The oil and gas industry is a direct source of certain GHG emissions, namely carbon dioxide and methane, and future restrictions on such emissions could impact our future operations. In the United States, the U.S. Congress, in the past, has considered but not enacted federal legislation requiring GHG controls. The EPA has adopted regulations under existing provisions of the CAA that require Prevention of Significant Deterioration ("PSD") pre-construction permits, and Title V operating permits for GHG emissions from certain large stationary sources. Furthermore, in 2009, the EPA adopted rules requiring the monitoring and reporting of GHG emissions from specified sources in the United States, including, among others, certain onshore oil and natural gas processing and fractionating facilities. Monitoring obligations began in 2010 and the emissions reporting requirements took effect in 2011. These EPA rulemakings could affect our operations and ability to obtain air permits for new or modified facilities. In addition, efforts have been and continue to be made in the international community toward the adoption of international treaties or protocols. In 2015, the United States participated in the United Nations Conference on Climate Change, which led to the adoption of the Paris Agreement that will require countries to review and "represent a progression" in their intended nationally determined contributions, which set GHG emission reduction goals, every five years beginning in 2020. However, in November 2019 President Trump initiated the United States' withdrawal from the Paris Agreement, which would result in an effective exit date of November 2020. The United States' adherence to the exit process and/or the terms on which the United States may reenter the Paris Agreement or a separately negotiated agreement are unclear at this time. Due to the uncertainties surrounding the regulation of and other risks associated with GHG emissions, we cannot predict the financial impact of related developments on our operations.

Legislation and regulations relating to control or reporting of GHG emissions are also in various stages of discussions or implementation in many of the states in which we operate. Passage of climate change legislation or other federal or state legislative or regulatory initiatives that regulate or restrict GHG emissions in areas in which we conduct business could adversely affect the demand for our products and services, and depending on the particular program adopted could increase the costs of our operations, including costs to operate and maintain our facilities, install new emission controls on our facilities, acquire allowances to authorize our GHG emissions (e.g., from natural gas fired combustion units), pay any taxes related to our GHG emissions and/or administer and manage a GHG emissions program. At this time, it is not possible to accurately estimate how laws or regulations addressing GHG emissions would impact our business. Although we do not expect we would be impacted to a greater degree than other similarly situated midstream transporters of petroleum products, the greenhouse gas control programs could have an adverse effect on our cost of doing business and could reduce demand for the products we transport.

In addition to potential impacts on our business directly or indirectly resulting from climate change legislation or regulations, our business also could be negatively affected by climate-related physical changes or changes in weather patterns. Severe weather could result in damages to or loss of our physical assets, impact our ability to conduct operations and/or result in a disruption of our customers' operations. These types of physical changes could also affect entities that provide goods and services to us, and indirectly have an adverse effect on our business as a result of increases in costs or availability of goods and services. Changes of this nature could have a material adverse impact on our business.

Solid Waste Disposal and Environmental Remediation. The Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), also known as Superfund, as well as comparable state and local laws, impose liability without regard to fault or the legality of the original act, on certain classes of persons associated with the release of a "hazardous substance" into the environment. These persons include the owner or operator and certain former owners and operators of the site or sites where the release occurred and companies that disposed of, or arranged for the disposal of, the hazardous substances found at the site. Under CERCLA, such persons may be subject to strict and, under certain circumstances, joint and several liability for cleanup costs, for damages to natural resources, and for the costs of certain health studies. It is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by releases of hazardous substances or other pollutants. We generate materials in the course of our operations that fall within CERCLA's hazardous substance definition. Beyond the federal statute, many states have enacted environmental response statutes that are analogous to CERCLA.

We generate wastes, including "hazardous wastes," that are subject to the requirements of the federal Resource Conservation and Recovery Act, as amended ("RCRA"), as well as to comparable state and local laws. While normal costs of complying with these laws would not be expected to have a material adverse effect on our financial conditions, we could incur substantial expense in the future if the RCRA exemption for certain oil and gas "exploration and production" waste were eliminated. Should any oil and gas exploration and production wastes become subject to RCRA, we would also become subject to more rigorous and costly disposal requirements, resulting in additional capital expenditures or operating expenses for us.

We currently own or lease properties where hazardous substances are being handled, transported or stored or have been handled, transported or stored for many years. Although we believe that operating and disposal practices that were standard in the liquid asphalt, midstream and field services industries at the time were utilized at properties leased or owned by us, historical releases of hazardous substances or associated generated wastes may have occurred on or under the properties owned or leased by us, or on or under other locations where these wastes were taken for disposal. In addition, many of these properties have been operated in the past by third parties whose treatment and disposal or release of hazardous substances or associated generated wastes were not under our control. These properties and the materials disposed on them may be subject to CERCLA, RCRA and analogous state laws. Under such laws, we could be required to remove or remediate previously released hazardous materials or associated generated wastes (including wastes disposed of or released by other site occupants or by prior owners or operators), or to clean up contaminated property (including contaminated groundwater).

Contamination resulting from the release of hazardous substances or associated generated wastes is not unusual in the liquid asphalt and midstream industries. Other assets we have acquired or will acquire in the future may have environmental remediation liabilities for which we are not indemnified. In the future, we may experience releases of hazardous materials, including petroleum products, into the environment from our pipeline terminalling operations, or discover releases that were previously unidentified. Although we maintain a program designed to prevent and, as applicable, to detect and address such releases promptly, damages and liabilities incurred due to environmental releases from our assets may substantially affect our business.

Regulation of Hydraulic Fracturing. A portion of our customers' production is developed from unconventional sources, such as shales, that require hydraulic fracturing as part of the production process. Hydraulic fracturing involves the injection of water, sand and chemicals under pressure into shale formations to stimulate crude oil and/or natural gas production. The practice of hydraulic fracturing has been subject to public scrutiny in recent years and various efforts to regulate, or in some cases prohibit, hydraulic fracturing have been pursued at the local, state and federal levels of government, and may be pursued in the future. For example, several states, including states in which we operate, have imposed disclosure requirements on hydraulic fracturing, and several local governments have prohibited or severely restricted hydraulic fracturing within their jurisdictions. Restrictions on hydraulic fracturing could adversely affect our operations by reducing the volumes of crude oil that we transport.

Endangered Species and Migratory Birds. The Endangered Species Act ("ESA") restricts activities that may affect endangered or threatened species or their habitats. While some of our operations may be located in areas that are designated as habitats for endangered or threatened species, we believe that we are in substantial compliance with the ESA. However, the designation of previously unlisted endangered or threatened species could cause us to incur additional costs or become subject to operating restrictions or bans or limit future development in the affected areas. The Migratory Bird Treaty Act ("MBTA") implements various treaties and conventions between the United States and certain other nations for the protection of migratory birds. Pursuant to the MBTA, the taking, killing or possessing of migratory birds is unlawful without a permit, thereby potentially requiring the implementation of operating restrictions or a temporary, seasonal, or permanent ban in affected areas. We believe that we are in substantial compliance with the MBTA.

OSHA. We are subject to the requirements of OSHA, as well as to comparable state and local laws that regulate the protection of worker health and safety. In addition, the OSHA hazard communication standard requires that certain information be maintained about hazardous materials used or produced in operations and that this information be provided to employees, state and local government authorities and citizens. We believe that our operations are in substantial compliance with OSHA requirements and industry standards, record keeping requirements and monitoring of occupational exposure to regulated substances.

National Environmental Policy Act. The National Environmental Policy Act ("NEPA") requires federal agencies, including the EPA and Department of Interior, to evaluate major agency actions having the potential to significantly impact the environment. In the course of such evaluations, an agency will prepare an environmental assessment that assesses the potential direct, indirect and cumulative impacts of a proposed project and, if necessary, will prepare a more detailed environmental impact statement that may be made available for public review and comment. This process has the potential to delay or even halt the development of oil and natural gas projects.

Anti-Terrorism Measures. The federal Department of Homeland Security Appropriations Act of 2007 ("Appropriations Act") requires the Department of Homeland Security ("DHS") to issue regulations establishing risk-based performance standards for the security of chemical and industrial facilities, including oil and gas facilities that are deemed to present "high levels of security risk." The DHS issued an interim final rule in April 2007 known as the Chemical Facility Anti-Terrorism Standards ("CFATS") regarding risk-based performance standards to be attained pursuant to the Appropriations Act and, on November 20, 2007, issued an Appendix A to CFATS that established chemicals of interest ("COI") and their respective threshold quantities that trigger compliance with the interim rules. In December 2014, the Protecting and Securing Chemical Facilities from Terrorist Attacks Act of 2014 ("CFATS Act") was enacted. The CFATS Act reauthorized the CFATS program for four years. The CFATS program utilizes a Chemical Security Assessment Tool ("CSAT") to identify chemical facilities potentially deemed "high risk." The first step of CSAT is user registration, followed by the completion of a top-screen evaluation. The top-screen evaluation analyzes whether a facility stores regulated chemicals above specified thresholds. If it does, the facility must complete a Security Vulnerability Assessment, which identifies a facility's security vulnerabilities, and develop and implement a Site Security Plan, which must include measures that satisfy the identified risk-based performance standards. DHS must review and approve or deny all security vulnerability assessments and site security plans. CFATS also requires regulated facilities to keep detailed security records and allow DHS the right to enter, inspect, and audit the property, equipment, operations and records of such facilities. We believe we are in substantial compliance with the CFATS program at our facilities that handle, store, use or process COI above the applicable threshold.

Operational Hazards and Insurance

Terminals, pipelines and similar 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 and varying levels of coverage which we consider adequate under the circumstances to cover our operations and properties, including coverage for pollution-related events. However, such insurance does not cover every potential risk associated with operating terminals, pipelines and other facilities. While the overall cost of the insurance program has decreased over the last five years due to a variety of both internal and external factors, we expect to experience increased costs in the foreseeable future as insurers are increasing premiums to ameliorate recent losses. Through the utilization of deductibles and retentions, we self-insure the "working layer" of loss activity to create a more efficient and cost-effective program. The working layer consists of high-frequency/low-severity losses that are best retained and managed in-house. We continue to monitor our retentions as they relate to the overall cost and scope of our insurance program.

Employees

As of December 31, 2019, we had approximately 270 employees. None of these employees are represented by labor unions or covered by any collective bargaining agreement.

Financial Information about Segments

Information regarding our operating revenues, profit and loss and identifiable assets attributable to each of our segments is presented in Note 19 to our consolidated financial statements included in this annual report on Form 10-K.

Available Information

We provide public access to our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports filed with the SEC under the Securities and Exchange Act of 1934. These documents may be accessed free of charge on our website, www.bkep.com, as soon as is reasonably practicable after their filing with the SEC. Information contained on our website is not incorporated by reference in this report or any of our other filings. The SEC also maintains a website which contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. The SEC's website is www.sec.gov.

Item 1A. Risk Factors.

Limited partner interests are inherently different from the capital stock of a corporation, although many of the business risks to which we are subject are similar to those that would be faced by a corporation engaged in a similar business. You should carefully consider the following risk factors together with all of the other information included in this report. If any of the following risks were actually to occur, our business, financial condition, results of operations and cash flows could be materially adversely affected. In that case, we might not be able to pay distributions on our units, the trading price of our units could decline and our unitholders could lose all or part of their investment.

Risks Related to our Business

We may not have sufficient cash from operations following the establishment of cash reserves and payment of fees and expenses, including cost reimbursements to our General Partner, to enable us to make cash distributions to holders of our units at our current distribution rate.

In order to make cash distributions on our Preferred Units at the preference distribution rate of \$0.17875 per unit per quarter, or \$0.715 per unit per year, and on our common units at the current quarterly distribution of \$0.04 per unit per quarter, or \$0.16 per unit per year, we will require available cash of approximately \$8.1 million per quarter, or \$32.4 million per year. We may not have sufficient available cash from operating surplus each quarter to enable us to make cash distributions on our Preferred Units at the preference rate or on our common units at the current quarterly distribution rate. The amount of cash we can distribute on our units principally depends upon the amount of cash we generate from our operations, which will fluctuate from quarter to quarter based on, among other things, the risks described herein.

In addition, the actual amount of cash we will have available for distribution will depend on other factors, including:

- the level of capital expenditures we make;
- the cost of acquisitions;
- our debt service requirements and other liabilities;
- fluctuations in our working capital needs;
- our ability to borrow funds and access capital markets;
- restrictions contained in our credit facility or other debt agreements; and
- the amount of cash reserves established by our General Partner.

Our cash available for distributions to our unitholders could be negatively impacted if we are unable to extend existing storage contracts or enter into new storage contracts at our Cushing terminal.

We have a total of 6.6 million barrels of storage capacity at the Cushing terminal. Customer storage contracts for 3.3 million barrels of storage at this location are month-to-month or expire in 2020. We may not be able to extend, renegotiate or replace these contracts when they expire and the terms of any renegotiated contracts may not be as favorable as the contracts they replace. In addition, to the degree that we operate outside of long-term contracts, our revenues can be significantly more volatile than would be the case with a pricing structure negotiated through a long-term storage contract. If we cannot successfully renew significant contracts or must renew them on less favorable terms, our revenues from these arrangements could decline, which could have a material adverse effect on our financial condition, results of operations and cash flows.

We depend on certain key customers for a portion of our revenues and are exposed to credit risks of these customers. The loss of or material nonpayment or nonperformance by any of these key customers could adversely affect our financial condition, results of operations and cash flows.

We rely on certain key customers for a portion of our revenues. For example, Ergon Asphalt and Emulsion, Inc., a wholly-owned subsidiary of Ergon, Inc., represented at least 30% but not more than 35% of our total asphalt terminalling services revenue in 2019. Vitol represented at least 50% but not more than 55% of our total crude oil terminalling revenue, and at least 95% but less than 100% of our crude oil pipeline services revenue in 2019. Vitol and Ergon are private companies and we have limited information regarding their financial condition. Vitol and Ergon comprised 81% and 4%, respectively, of total accounts receivable at December 31, 2019.

In addition to Vitol and Ergon, we have other key customers. Associated Asphalt, Inc. and Delek US Holdings, Inc. accounted for at least 10% but not more than 20% of total asphalt terminalling services revenue in 2019. Citigroup Energy, Inc. and Sunoco Logistics Partners LP accounted for at least 10% but no more than 20% of total crude oil terminalling revenue in 2019. MV Purchasing, LLC accounted for at least 40% but not more than 45% and Devon Gas Services, LP accounted for at least 15% but not more than 20% of crude oil trucking services revenue in 2019. There were no other customers with accounts receivables balances of at least 10% at December 31, 2019.

We may be unable to negotiate extensions or replacements of contracts with key customers on favorable terms. In addition, some of these key customers may experience financial problems which could have a significant effect on their creditworthiness. Severe financial problems encountered by our customers could limit our ability to collect amounts owed to us or to enforce performance of obligations under contractual arrangements. Additionally, many of our customers finance their activities through cash flows from operations, the incurrence of debt or the issuance of equity. The reduction of cash flows resulting from declines in commodity prices, a reduction in borrowing bases under credit facilities, the lack of availability of debt or equity financing or any combination of such factors may result in a significant reduction of our customers' liquidity and limit their ability to make payments or perform on their obligations to us. Furthermore, some of our customers may be highly leveraged and subject to their own operating and regulatory risks, which increases the risk that they may default on their obligations to us. The loss of all or even a portion of the contracted volumes of these key customers, as a result of competition, creditworthiness or otherwise, could have a material adverse effect on our business, cash flows, ability to make distributions to our unitholders, unit price, results of operations and ability to conduct our business.

We are exposed to the credit risks of our third-party customers in the ordinary course of our gathering activities. Any material nonpayment or nonperformance by our third-party customers could reduce our ability to make distributions to our unitholders.

We are subject to risks of loss resulting from nonpayment or nonperformance by our third-party customers. Some of our customers may be highly leveraged and subject to their own operating and regulatory risks, including risks relating to commodity price deterioration or other conditions in the energy industry. In addition, any material nonpayment or nonperformance by our customers could require us to pursue substitute customers for our affected assets or to provide alternative services. Any such efforts may not be successful, may be expensive to undertake and may not provide similar fees. These events could have a material adverse effect on our financial condition, results of operations and cash flows.

The amount of cash we have available for distribution to holders of our units depends primarily on our cash flows and not solely on earnings reflected in our financial statements. Consequently, even if we are profitable and are otherwise able to pay distributions, we may not be able to make cash distributions to holders of our units.

Our unitholders should be aware that the amount of cash we have available for distribution depends primarily upon our cash flows and not solely on earnings reflected in our financial statements, which will be affected by non-cash items. As a result, we may make cash distributions, if permitted by our credit agreement, during periods when we record losses for financial accounting purposes and may not make cash distributions during periods when we record net earnings for financial accounting purposes.

Our debt levels under our credit agreement may limit our ability to make distributions and our flexibility in obtaining additional financing and in pursuing other business opportunities.

As of December 31, 2019, we had approximately \$256.6 million in outstanding indebtedness, including approximately \$1.0 million in outstanding letters of credit, under our \$400.0 million credit agreement. Our level of debt under the credit agreement could have important consequences for us, including the following:

- Our ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes may be impaired or such financing may not be available on favorable terms.
- We will need a substantial portion of our cash flows to make principal and interest payments on our debt, reducing the funds that would otherwise be available for operations, future business opportunities and distributions to unitholders.
- We could be more vulnerable to competitive pressures or a downturn in our business or the economy generally.
- Our flexibility in responding to changing business and economic conditions may be limited.

Our ability to service our debt will depend upon, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors. Our ability to service debt under our credit agreement also will depend on market interest rates, since the interest rates applicable to our borrowings will fluctuate with the eurodollar rate or the prime rate. If our operating results are not sufficient to service our current or future indebtedness, we will be forced to take actions such as reducing distributions, 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 effect any of these actions on satisfactory terms, or at all.

Restrictions in our credit agreement could materially adversely affect our business, financial condition, results of operations, ability to make cash distributions to unitholders and value of our units.

We are dependent upon the earnings and cash flows generated by our operations to meet our debt service obligations and to make cash distributions to our unitholders. The operating and financial restrictions and covenants in our credit agreement and any future financing agreements could restrict our ability to finance future operations or capital needs or to expand or pursue our business activities, which may, in turn, limit our ability to make cash distributions to our unitholders. For example, our credit agreement restricts our ability to, among other things:

- incur or guarantee certain additional debt;
- make certain cash distributions on or redeem or repurchase certain units;
- make certain investments and acquisitions;
- make certain capital expenditures;
- incur certain liens or permit them to exist;
- enter into certain types of transactions with affiliates;
- merge or consolidate with another company or otherwise engage in a change of control transaction; and
- transfer, sell or otherwise dispose of certain assets.

Our credit agreement also contains covenants requiring us to maintain certain financial ratios and meet certain financial tests. Our ability to meet those financial ratios and financial tests can be affected by events beyond our control, and we cannot guarantee that we will meet those ratios and tests.

The provisions of our credit agreement may affect our ability to obtain future financing and pursue attractive business opportunities as well as affect our flexibility in planning for, and reacting to, changes in business conditions. In addition, a failure to comply with the provisions of our credit agreement 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 we were unable to repay the accelerated amounts, the lenders under our credit agreement could proceed against the collateral granted to them to secure such debt. If the payment of our debt is accelerated, our assets may be insufficient to repay such debt in full, and our unitholders could experience a partial or total loss of their investment. The credit agreement also has cross default provisions that apply to any other indebtedness we may have, and the indentures have cross default provisions that apply to certain other indebtedness.

We may not be able to raise sufficient capital to grow our business.

As of March 23, 2020, we have aggregate unused credit availability under our credit agreement of approximately \$125.4 million, although our ability to borrow such funds may be limited by the financial covenants in our credit agreement, and cash on hand of approximately \$3.0 million. Our ability to access the public capital markets on terms acceptable to us or at all may be limited due to, among other things, commodity price volatility and deterioration, general economic conditions, rising interest rates, capital market volatility, the uncertainty of our future cash flows, adverse business developments and other contingencies. In addition, we may have difficulty obtaining a credit rating or any credit rating that we do obtain may be lower than it otherwise would be due to these uncertainties. The lack of a credit rating or a low credit rating may also adversely impact our ability to access capital markets on terms acceptable to us or at all, and may increase significantly the costs of financing our growth potential.

If we fail to raise additional capital or an event of default occurs under our credit agreement, we may be forced to sell assets or take other action that could have a material adverse effect on our business, unit price and results of operations. In addition, if we are unable to access the capital markets for acquisitions or expansion projects on terms acceptable to us or at all, or if the financing cost related to any such acquisitions or expansion projects increases, it may have a material adverse effect on our business, cash flows, ability to make distributions to our unitholders, unit price, results of operations and ability to conduct our business.

If we borrow funds to make any permitted quarterly distributions, our ability to pursue acquisitions and other business opportunities may be limited and our operations may be materially and adversely affected.

Available cash for the purpose of making distributions to unitholders includes working capital borrowings. If we borrow funds to pay one or more quarterly distributions, such amounts will incur interest and must be repaid in accordance with the terms of our credit agreement. In addition, any amounts borrowed for permitted distributions to our unitholders will reduce the funds available to us for other purposes under our credit agreement, including amounts available for use in connection with acquisitions and other business opportunities. If we are unable to pursue our growth strategy due to our limited ability to borrow funds, our operations may be materially and adversely affected.

We are exposed to commodity price volatility.

Our crude oil marketing activities conducted in our crude oil pipeline services segment have direct exposure to changes in crude oil prices. Typically, the volume of crude oil we purchase in a given month will be sold in the same month. However, we may have market price exposure for inventory that is carried over month-to-month as well as pipeline linefill we maintain. We may also be exposed to price risk with respect to the differing qualities of crude oil we transport and our ability to effectively blend them to market specifications. In addition, the volumes of liquid asphalt and crude oil we terminal, gather or transport are affected by commodity prices because many of our customers have direct commodity price exposure. Many of our customers have been, and continue to be, adversely affected by significant changes in commodity prices. If our customers continue to be negatively impacted by commodity price volatility, a sustained period of depressed commodity prices or other adverse conditions of the energy industry, they may, among other things, decrease the amount of services that we provide to them. The prices of liquid asphalt and crude oil are inherently volatile, and we expect this volatility to continue. In March of 2020, WTI crude oil pricing dropped below \$30 a barrel. This is primarily due to a projected weakened world demand for crude oil in the industrial and manufacturing segments as a result of the coronavirus strain known as COVID-19. There is also a projected increase in crude oil supply due to a potential increase in production from Saudi Arabia and Russia, the second and third largest producers of crude oil in the world after the United States of America. The Organization of the Petroleum Exporting Countries ("OPEC") has been unable to come to an agreement to maintain or reduce production in response to this weakened demand. There can be no assurance that commodity prices will not be subject to continued wide fluctuations in the future. Any significant reduction in the amount of services we provide to our customers would have a material adverse effect on our results of operations and cash flows.

Our revenues from third-party customers are generated under contracts that must be renegotiated periodically and that allow the customer to reduce or suspend performance in some circumstances, which could cause our revenues from those contracts to decline and reduce our ability to make distributions to our unitholders.

Some of our contract-based revenues from customers are generated under contracts with terms which allow the customer to reduce or suspend performance under the contract in specified circumstances, such as the occurrence of a catastrophic event to our or the customer's operations. The occurrence of an event which results in a material reduction or suspension of our customer's performance could have a material adverse effect on our financial condition, results of operations and cash flows.

Our contracts with some of our customers have terms of one year or less. As these contracts expire, they must be extended and renegotiated or replaced. We may not be able to extend and renegotiate or replace these contracts when they expire, and the terms of any renegotiated contracts may not be as favorable as the contracts they replace. In particular, our ability to extend or replace contracts could be harmed by numerous competitive factors, such as those described above under "Item 1. Business - Competition." We face intense competition in our terminalling, gathering, pipeline transportation and trucking activities. Competition from other providers of crude oil gathering, pipeline transportation, terminalling and trucking services that are able to supply our customers with those services at a lower price could reduce our ability to make distributions to our unitholders. Additionally, we may incur substantial costs if modifications to our terminals are required in order to attract substitute customers or provide alternative services. If we cannot successfully renew significant contracts or must renew them on less favorable terms, or if we incur substantial costs in modifying our terminals, our revenues from these arrangements could decline, which could have a material adverse effect on our financial condition, results of operations and cash flows.

Certain of our asphalt terminalling services contracts have short terms, and certain leases relating to our asphalt operations may be terminated upon short notice.

As of March 23, 2020, we had leases or storage agreements with third-party customers relating to each of our 53 asphalt facilities. One of these facilities has a term that expires by the end of 2020. We may not be able to renew or extend our existing contracts or enter into new leases or storage agreements when such contracts expire on terms acceptable to us or at all. In addition, certain key customers account for a significant portion of our asphalt terminalling services revenues, the loss of which could result in a significant decrease in revenues from our asphalt operations. A significant decrease in the revenues we receive from our asphalt operations could result in violations of covenants under our credit agreement and could have a material adverse effect on our business, cash flows, ability to make distributions to our unitholders, the price of our units, our results of operations and ability to conduct our business.

In addition, certain of our asphalt facilities are located on land that we lease from third parties. Some of these leases may be terminated by the lessor with as short as thirty days' notice. We also have not yet received consent from certain of the lessors to sublease such facilities, which may result in a default under such lease or invalidate the subleases. If such leases were terminated, it could have a material adverse effect on our ability to provide asphalt terminalling services, which could have a material adverse effect on our business, cash flows, ability to make distributions to our unitholders, unit price, results of operations and ability to conduct our business. In addition, in certain instances we have not entered into new leases with a lessor, although we continue to operate under expired leases and make payments to the lessor and are in the process of negotiating new leases. If it were determined that we did not have rights under these expired leases, it could have a material adverse effect on our ability to conduct our asphalt operations and on our financial condition, results of operations and cash flows.

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 changing market conditions, premiums and deductibles for certain of our insurance policies may increase substantially in the future. In some instances, certain insurance could become unavailable or available only for reduced amounts of coverage. If we were to incur a significant liability for which we were not fully insured, it could have a material adverse effect on our business, cash flows, ability to make distributions to our unitholders, unit price, results of operations and ability to conduct our business.

A significant decrease in demand for liquid asphalt and/or crude oil products in the areas served by our operations could reduce our ability to make distributions to our unitholders.

A sustained decrease in demand for liquid asphalt and/or crude oil products in the areas served by our terminalling facilities and pipelines could significantly reduce our revenues and, therefore, reduce our ability to make or increase distributions to our unitholders. Factors that could lead to a decrease in market demand for liquid asphalt and crude oil products include:

- lower demand by consumers for refined products, including asphalt products, as a result of (i) recession or other adverse economic conditions; (ii) higher prices caused by an increase in the market price of crude oil; or (iii) higher taxes or other governmental or regulatory actions that increase, directly or indirectly, the cost of gasoline or other refined products; and
- a shift by consumers to more fuel-efficient or alternative fuel vehicles or an increase in fuel economy of vehicles, whether as a result of technological advances by manufacturers, governmental or regulatory actions or otherwise.

Certain of our pipeline and field operating costs and expenses are fixed and do not vary with the volumes we gather and transport. These costs and expenses may not decrease ratably or at all should we experience a reduction in our volumes gathered or transported by our operations. As a result, we may experience declines in our margin and profitability if our volumes decrease.

A material decrease in the production of liquid asphalt could materially reduce our ability to make distributions to our unitholders.

The throughput at our asphalt facilities depends on the availability of attractively priced liquid asphalt produced from the various liquid asphalt producing refineries. Liquid asphalt production may decline for a number of reasons, including refiners processing more light, sweet crude oil or refiners installing coker units which further refine heavy residual fuel oil bottoms such as liquid asphalt. If our customers are unable to replace volumes lost due to a temporary or permanent material decrease in production from the suppliers of liquid asphalt, our throughput could decline, reducing our revenue and cash flows and adversely affecting our financial condition and results of operations.

A material decrease in the production of crude oil from the oil fields served by our pipelines could materially reduce our ability to make distributions to our unitholders.

The throughput on our crude oil pipelines depends on the availability and demand for transportation and storage of crude oil produced from the oil fields served by such pipelines or through connections with pipelines owned by third parties. Crude oil production may decline for a number of reasons, including natural declines due to depleting wells, a material decrease in the price of crude oil or the inability of producers to obtain necessary drilling or other permits from applicable governmental authorities. If commodity prices remain depressed for any sustained period of time, production may slow and our customers may decrease the volumes we transport or store for them. If we are unable to replace volumes lost due to a temporary or permanent material decrease in production from the oil fields served by our crude oil pipelines, our throughput could decline, reducing our revenue and cash flows and adversely affecting our financial condition and results of operations. In addition, it is difficult to attract producers to a new gathering system if the producer is already connected to an existing system. As a result, third-party shippers on our pipeline systems may experience difficulty acquiring crude oil at the wellhead in areas where there are existing relationships between producers and other gatherers and purchasers of crude oil.

We face intense competition in our terminalling, gathering and transportation activities. Competition from other providers of crude oil terminalling, gathering and transportation services that are able to supply our customers with those services at a lower price could reduce our ability to make distributions to our unitholders.

We are subject to competition from other crude oil terminalling, gathering, and transportation operations that may be able to supply our customers with the same or comparable services on a more competitive basis. We compete with national, regional and local gathering, terminalling and pipeline companies, including the major integrated oil companies, of widely varying sizes, financial resources and experience. Some of these competitors are substantially larger than us, have greater financial resources, and control substantially greater storage capacity than we do. Our ability to compete could be harmed by numerous factors, including:

- price competition;
- the perception that another company can provide better service; and
- the availability of alternative supply points, or supply points located closer to the operations of our customers.

If we are unable to compete with services offered by other midstream enterprises, it could have a material adverse effect on our financial condition, results of operations and cash flows.

Some of our pipeline systems are dependent upon interconnections with other crude oil pipelines to reach end markets.

Some of our pipeline systems are dependent upon their interconnections with other crude oil pipelines to reach end markets. Reduced throughput on these interconnecting pipelines as a result of testing, line repair, reduced operating pressures or other causes could result in reduced throughput on our pipeline systems which would adversely affect our revenue, cash flows and results of operations.

If we are unable to make acquisitions on economically acceptable terms, our future growth may be limited.

Our ability to grow in the future will depend, in part, on our ability to make acquisitions that result in an increase in the cash generated per unit from operations. Ergon has indicated that it views us as a vehicle of growth in the midstream sector. We cannot say with any certainty whether or not Ergon will pursue future acquisition or expansion opportunities in the midstream energy space with us, or if we will choose to pursue any such opportunity Ergon presents.

We may also make acquisitions directly from third parties. If we are unable to make accretive acquisitions because we are (i) unable to acquire projects when they are available; (ii) unable to identify attractive acquisition candidates or negotiate acceptable purchase contracts with them; (iii) unable to obtain financing for these acquisitions on economically acceptable terms; or (iv) outbid by competitors, then our future growth and ability to increase distributions may be limited. Furthermore, even if we do make acquisitions that we believe will be accretive, these acquisitions may nevertheless result in a decrease in the cash generated from operations per unit.

Any acquisition involves potential risks, including, among other things:

- mistaken assumptions about volumes, revenues and costs, including synergies;
- an inability to integrate successfully the businesses we acquire;
- an inability to hire, train or retain qualified personnel to manage and operate our business and assets;

- the assumption of unknown liabilities;
- limitations on rights to indemnity from the seller;
- mistaken assumptions about the overall costs of equity or debt;
- the diversion of management's and employees' attention from other business concerns;
- unforeseen difficulties operating in new product areas or new geographic areas; and
- customer or key employee losses at the acquired businesses.

If we consummate any future acquisitions, our capitalization and results of operations may change significantly and our unitholders likely will not have the opportunity to evaluate the economic, financial and other relevant information that we will consider in determining the application of these funds and other resources.

If we acquire assets that are distinct and separate from our existing terminalling, gathering and transportation operations, it could subject us to additional business and operating risks.

We may acquire assets that have operations in new and distinct lines of business from our liquid asphalt or crude oil operations. Integration of a new business is a complex, costly and time-consuming process. Failure to timely and successfully integrate acquired entities' lines of business with our existing operations may have a material adverse effect on our business, financial condition, results of operations and cash flows. The difficulties of integrating a new business with our existing operations include, among other things:

- operating distinct businesses which require different operating strategies and different managerial expertise;
- the necessity of coordinating organizations, systems and facilities in different locations;
- integrating personnel with diverse business backgrounds and organizational cultures; and
- consolidating corporate and administrative functions.

In addition, the diversion of our attention and any delays or difficulties encountered in connection with the integration of a new business, such as unanticipated liabilities or costs, could harm our existing business, results of operations, financial condition and prospects. Furthermore, new lines of business may subject us to additional business and operating risks. For example, we may in the future determine to acquire businesses that are subject to direct exposure to fluctuations in commodity prices. These new business and operating risks could have a material adverse effect on our financial condition, results of operations and cash flows.

Expanding our business by constructing new assets subjects us to risks that projects may not be completed on schedule and that the costs associated with projects may exceed our expectations and budgets, which could cause our cash available for distribution to our unitholders to be less than anticipated.

The construction of additions or modifications to our existing assets and the construction of new assets involves numerous regulatory, environmental, political, legal and operational uncertainties and requires the expenditure of significant amounts of capital. If we undertake these types of projects, they may not be completed on schedule or at all or within the budgeted cost. Moreover, we may construct facilities to capture anticipated future growth in demand in a market in which such growth does not materialize.

Our expansion projects may not immediately produce operating cash flows.

Expansion projects require us to make significant capital investments over time and we will incur financing costs during the planning and construction phases of these projects; however, the operating cash flows we expect these projects to generate will not materialize, if at all, until sometime after the projects are completed and placed into service. As a result, to the extent we finance our projects with borrowings, our leverage may increase during the period prior to the generation of those operating cash flows and, to the extent we finance our projects with equity, our cash available for distribution on a common unit basis may decrease during the period prior to the generation of those operating cash flows. If we experience unanticipated or extended delays in generating operating cash flows from construction projects, or if such operating cash flows do not materialize as expected, we may need to reduce or reprioritize our capital budget in order to meet our capital requirements, and our liquidity and capital position could be adversely affected.

We may incur significant costs and liabilities as a result of pipeline design, construction, operation, and maintenance regulations, including pipeline integrity management program requirements and any necessary pipeline repair or preventative or remedial measures, which could have a material adverse effect on our results of operations.

Our pipeline operations are subject to pipeline safety laws and regulations administered by PHMSA of the DOT, and enforced by OCC. PHMSA has promulgated comprehensive pipeline safety regulations for hazardous liquids under 49 Code of Federal Regulations Part 195. These laws and regulations require us to comply with a significant set of requirements for the design, construction, maintenance, and operation of our pipelines. These laws and regulations, among other things, include requirements to monitor and maintain our pipelines, and determine the pressures at which our pipelines can operate.

Also included in the comprehensive regulatory scheme are regulations requiring pipeline operators to develop integrity management programs for pipelines that could affect "high consequence areas" including populated areas, areas that are unusually sensitive to environmental damage and commercially navigable waterways. The regulations require operators of covered pipelines to:

- perform ongoing assessments of pipeline integrity;
- identify and characterize threats to pipeline segments that could impact a high consequence area;
- improve data collection, integration and analysis;
- repair and remediate the pipeline as necessary; and
- implement preventive and mitigating actions.

Effective July 2008, the DOT broadened the scope of coverage of its existing pipeline safety standards, including its integrity management programs, to include certain rural onshore hazardous liquid and low-stress pipeline systems found near "unusually sensitive areas," including non-populated areas requiring extra protection because of the presence of sole source drinking water resources, endangered species or other ecological resources. Also, in December 2006, the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 ("PIPES") was enacted. PIPES reauthorized and amended the DOT's pipeline safety programs and included a provision eliminating the regulatory exemption for low-stress hazardous liquid pipelines. The Pipeline Safety Act established additional safety requirements for newly constructed pipelines and required the DOT to study safety issues that could result in the adoption of additional regulatory requirements for existing pipelines. On August 13, 2012, PHMSA published rules to update pipeline safety regulations, including increasing maximum civil penalties from \$0.1 million to \$0.2 million per day of violation and from \$1.0 million to \$2.0 million total for a related series of violations, as well as changing PHMSA's enforcement process. This maximum penalty authority established by statute has been and will continue to be adjusted periodically to account for inflation. PHMSA also issued an Advisory Bulletin in May 2012 which advised pipeline operators that they must have records to document the maximum operating pressure for each section of their pipeline and that the records must be traceable, verifiable and complete. Locating such records and, in the absence of any such records, verifying maximum pressures through physical testing (including hydrostatic testing) or modifying or replacing facilities to meet the demands of verifiable pressures, could significantly increase an operator's costs of compliance. On January 23, 2017, PHMSA published a final rule that became effective on March 24, 2017. This rule amended the Pipeline Safety Act to include, among other provisions, a specific time frame for notifying PHMSA of accidents and incidents, allowance for PHMSA to recover costs associated with design reviews of new projects, renewal of expiring special permits, processes for requesting protection of confidential commercial information, changes to the drug and alcohol testing requirements and incorporating consensus standards by reference for in-line inspection and Stress Corrosion Cracking Direct Assessment. Please read "Item 1. Business-Pipeline Regulation-Pipeline Safety" for more information.

Our operations are subject to environmental and worker safety laws and regulations that may expose us to significant costs and liabilities. Failure to comply with these laws and regulations could adversely affect our ability to make distributions to our unitholders.

Our operations are subject to stringent federal, state and local laws and regulations relating to the protection of the environment. Various governmental authorities, including the EPA, have the power to enforce compliance with these laws and regulations and the permits issued under them. Violators of environmental laws and regulations are subject to administrative, civil and criminal penalties, including civil fines, injunctions or both. We may experience delays in obtaining, or be unable to obtain, required environmental permits, which may delay or interrupt our operations and limit our growth and revenue. Joint and several strict liability may be incurred without regard to the legality of the original conduct under CERCLA, RCRA and analogous state laws for the remediation of contaminated areas. Private parties also may have the right to pursue legal actions to enforce compliance, as well as to seek damages for non-compliance, with environmental laws and regulations or for personal injury or property damage. Moreover, new laws, regulations or enforcement policies could be implemented that significantly increase our compliance costs and the costs of any remediation that may become necessary, some of which may be material.

We incur environmental costs and liabilities in connection with the handling of hydrocarbons and solid wastes. We currently own, operate or lease properties which for many years have been used for asphalt activities and midstream activities, including properties in and around the Cushing Interchange. Activities by us or by prior owners, lessees or users of these properties over whom we had no control may have resulted in the spill or release of hydrocarbons or solid wastes on or under the properties for which we may incur liability. Additionally, some sites we own or operate are located near current or former terminal and pipeline operations, and there is a risk that contamination has migrated from those sites to ours. Increasingly strict environmental laws, regulations and enforcement policies, as well as claims for damages and other similar developments, could result in significant costs and liabilities, and our ability to make distributions to our unitholders could suffer as a result. Please see "Item 1-Business-Environmental, Health, and Safety Risks" for more information.

In addition, the workplaces associated with the terminalling facilities and pipelines we operate are subject to OSHA requirements and comparable state statutes that regulate the protection of the health and safety of workers. The OSHA hazard communication standard requires that we maintain information about hazardous materials used or produced in our operations and that we provide this information to employees, state and local government authorities and local residents. Failure to comply with OSHA requirements, including general industry standards, recordkeeping requirements and monitoring of occupational exposure to regulated substances, could subject us to fines or significant compliance costs and have a material adverse effect on our financial condition, results of operations and cash flows.

Additionally, the ESA restricts activities that may affect endangered or threatened species or their habitats. While some of our operations may be located in areas that are designated as habitats for endangered or threatened species, we believe that we are in substantial compliance with the ESA. However, the designation of previously unlisted endangered or threatened species could cause us to incur additional costs or become subject to operating restrictions or bans or limit future development in the affected areas. The MBTA implements various treaties and conventions between the United States and certain other nations for the protection of migratory birds. Pursuant to the MBTA, the taking, killing or possessing of migratory birds is unlawful without a permit, thereby potentially requiring the implementation of operating restrictions or a temporary, seasonal or permanent ban in affected areas. We believe that we are in substantial compliance with the MBTA, but noncompliance could result in fines or operational prohibitions which could adversely affect our financial condition, results of operations and cash flows.

Adoption of legislation and regulatory measures targeting GHG emissions or legal or other action taken by public or private entities related to climate change could affect our operations, expose us to significant costs and liabilities, and reduce demand for the products we transport.

The crude oil and petroleum-based product business is a direct source of certain GHG emissions, namely carbon dioxide and methane, and future restrictions on such emissions could impact our future operations. Federal legislation requiring GHG controls has been considered in the past but has not been enacted. The EPA has adopted regulations under existing provisions of the CAA which require PSD pre-construction permits and Title V operating permits for GHG emissions from certain large stationary sources. These EPA rulemakings could affect our operations by effectively reducing demand for motor fuels from crude oil and could affect our ability to obtain air permits for new or modified facilities. Furthermore, in 2009, the EPA adopted rules requiring the monitoring and reporting of GHG emissions from specified sources in the United States, including, among others, certain onshore oil and natural gas processing and fractionating facilities. Monitoring obligations began in 2010 and the emissions reporting requirements took effect in 2011. Some of our facilities include natural gas-fired combustion units which may become subject to these rules. These facilities are required to annually calculate their GHG emissions to determine whether they trigger reporting and monitoring requirements. To date, none of our facilities have exceeded the thresholds established for reporting or monitoring requirements. Although these rules do not control GHG emission levels from any of our facilities, it has caused us to incur monitoring and reporting costs relating to GHG emissions. We also note, as previously mentioned, that the EPA finalized rules that took effect in August 2016 to set standards for methane and volatile organic compound emissions from new and modified sources in the oil and gas sector, including transmission. However, the EPA is currently engaged in rulemaking to reduce the regulatory burden of these rules. We continue to monitor and review these regulations to determine future impacts, including potential reporting requirements. Legislation and regulations relating to control or reporting of GHG emissions are also in various stages of discussions or implementation in many of the states in which we operate.

Passage of climate change legislation or other federal or state legislative or regulatory initiatives that regulate or restrict GHG emissions in areas in which we conduct business or that have the effect of requiring or encouraging reduced consumption or production of crude oil and petroleum-based products could potentially:

- adversely affect the demand for our products and services;
- affect our operations and ability to obtain air permits for new or modified facilities;
- increase the costs to operate and maintain our facilities;
- increase the costs of our business by requiring us to acquire allowances to authorize our GHG emissions (e.g., for natural gas-fired combustion units);
- increase the costs of our business by requiring us to pay any taxes related to our GHG emissions and/or administer and manage a GHG emissions program; and
- increase the costs or availability of goods and services as a result of impacts on entities that provide goods and services to us.

Additionally, there are increasing potential financial risks for oil and gas companies as environmental activists concerned about the potential effects of climate change are focusing intensive lobbying efforts on institutional lenders, including financial institutions and institutional investors, not to provide funding to such companies. Institutional lenders may, of their own accord, elect not to provide funding to oil and gas companies based on climate change concerns. Limitation of investments in oil and gas companies could result in the restriction, delay, or cancellation of drilling programs or development or production activities of our customers, and, consequently, reduce their demand for our services.

In addition to potential impacts on our business directly or indirectly resulting from climate change legislation or regulations, our business also could be negatively affected by climate-related physical changes or changes in weather patterns. A loss of coastline in the vicinity of our facilities or an increase in severe weather patterns could result in damages to or loss of our physical assets, impact our ability to conduct operations and/or result in a disruption of our customers' operations. These kinds of physical changes could also affect entities that provide goods and services to us and indirectly have an adverse effect on our business as a result of increases in costs or availability of goods and services. Changes of this nature could have a material adverse impact on our business. In addition, there have also been efforts in recent years to influence the investment community, including investment advisors and certain sovereign wealth, pension and endowment funds promoting divestment of fossil fuel equities and pressuring lenders to limit funding to companies engaged in the extraction of fossil fuel reserves. Such environmental activism and initiatives aimed at limiting climate change and reducing air pollution could interfere with our business activities, operations and ability to access capital. Finally, increasing attention to the risks of climate change has resulted in an increased possibility of lawsuits brought by public and private entities against oil and gas companies in connection with their greenhouse gas emissions. Should we be targeted by any such litigation, we may incur liability which, to the extent that societal pressures or political or other factors are involved, could be imposed without regard to our causation of or contribution to the asserted damage, or to other mitigating factors.

A portion of our customers' production is developed from unconventional sources, such as shale, which require hydraulic fracturing as part of the production process. Hydraulic fracturing involves the injection of water, sand and chemicals under pressure into shale formations to stimulate crude oil and/or gas production. The practice of hydraulic fracturing has been subject to public scrutiny in recent years and various efforts to regulate, or in some cases prohibit, hydraulic fracturing have been pursued at the local, state and federal levels of government and may be pursued in the future. For example, several states, including states in which we operate, have imposed disclosure requirements on hydraulic fracturing, and several local governments have prohibited or severely restricted hydraulic fracturing within their jurisdictions. Restrictions on hydraulic fracturing could adversely affect our operations by reducing the volumes of crude oil that we transport.

Please also see "Item 1. Business-Environmental, Health and Safety Risks-Climate."

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

Our operations are subject to the many hazards inherent in the transportation and terminalling of crude oil and the terminalling of liquid asphalt cement, including:

- explosions, earthquakes, fires and accidents, including road and highway accidents involving our tanker trucks;
- extreme weather conditions, such as hurricanes, which are common in the Gulf Coast, and tornadoes and flooding, which are common in the Midwest and other areas of the United States in which we operate;
- damage to our terminals, pipelines and equipment;
- leaks or releases of crude oil into the environment; and
- 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 property and equipment and pollution or other environmental damage resulting in curtailment or suspension of our related operations. In addition, mechanical malfunctions, faulty measurement or other errors may result in significant costs or lost revenues.

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 continue to monitor the situation, have actively implemented policies and practices to address the situation, and may adjust our current policies and practices as more information and guidance become available.

We do not own all of the land on which our facilities and pipelines are located, which could disrupt our operations.

We do not own all of the land on which our asphalt and crude oil facilities and pipelines have been constructed, and we are therefore subject to the possibility of more onerous terms and/or increased costs to retain necessary land use if rights-of-way or any material real property leases are invalid, lapse or terminate. We obtain the rights to construct and operate some of our asphalt and crude oil facilities and pipelines on land owned by third parties and governmental agencies for a specific period of time. Our loss of these rights through our inability to renew leases, right-of-way contracts or otherwise could have a material adverse effect on our business, results of operations, financial condition, cash flows and ability to make cash distributions to our unitholders. In addition, we are in the process of obtaining consents from the lessors for certain leased property that was transferred to us as part of the acquisition of our asphalt assets. If any consent is denied, it could have a material adverse effect on our business, results of operations, financial condition, cash flows and our ability to make cash distributions to our unitholders.

We could experience increased severity or frequency of accidents and other claims.

Potential liability associated with accidents in the trucking industry is severe and occurrences are unpredictable. A material increase in the frequency or severity of accidents or workers' compensation claims or the unfavorable development of existing claims could materially adversely affect our results of operations. In the event that accidents occur, we may be unable to obtain desired contractual indemnities, and our insurance may prove inadequate in certain cases. The occurrence of an event not fully insured or indemnified against or the failure or inability of a customer or insurer to meet its indemnification or insurance obligations could result in substantial losses.

Changes in trucking regulations may increase our costs and negatively impact our results of operations.

Our trucking services are subject to regulation as a motor carrier by the DOT and by various state agencies, whose regulations include certain permit requirements of state highway, and safety authorities. These regulatory authorities exercise broad powers over our trucking operations, generally governing such matters as the authorization to engage in motor carrier operations, safety, equipment testing and specifications and insurance requirements. There are additional regulations specifically relating to the trucking industry, including testing and specification of equipment and product handling requirements. The trucking industry is subject to possible regulatory and legislative changes that may impact our operations and affect the economics of the industry by requiring changes in operating practices or by changing the demand for or the costs of providing truckload services. Some of these possible changes include increasingly stringent fuel emission limits, changes in the regulations that govern the amount of time a driver may drive or work in any specific period, limits on vehicle weight and size and other matters, including safety requirements.

Terrorist or cyber-attacks and threats, escalation of military activity in response to these attacks or acts of war could have a material adverse effect on our business, financial condition or results of operations.

Terrorist attacks and threats, cyber-attacks, escalation of military activity or acts of war may have significant effects on general economic conditions, fluctuations in consumer confidence and spending and market liquidity, each of which could materially and adversely affect our business. Terrorist or cyber-attacks, rumors or threats of war, actual conflicts involving the United States or its allies or military or trade disruptions may significantly affect our operations and those of our customers. Strategic targets, such as energy-related assets, may be at greater risk of future attacks than other targets in the United States. We do not maintain specialized insurance for possible exposures resulting from a cyber-attack on our assets that may shut down all or part of our business. Disruption or significant increases in energy prices could result in government-imposed price controls. It is possible that any of these occurrences, or a combination of them, could have a material adverse effect on our business, financial condition and results of operations.

The threat and impact of cyberattacks may adversely impact our operations and could result in information theft, data corruption, operational disruption, and/or financial loss.

We depend on digital technology, including information systems and related infrastructure, as well as, cloud applications and services, to store, transmit, process and record sensitive information (including trade secrets, employee information and financial and operating data), communicate with our employees and business partners and for many other activities related to our business. Our business processes depend on the availability, capacity, reliability and security of our information technology infrastructure and our ability to expand and continually update this infrastructure in response to our changing needs and, therefore, it is critical to our business that our facilities and infrastructure remain secure. While we have implemented strategies to mitigate impacts from these types of events, we cannot guarantee that measures taken to defend against cybersecurity threats will be sufficient for this purpose. The ability of the information technology function to support our business in the event of a security breach or a disaster such as fire or flood and our ability to recover key systems and information from unexpected interruptions cannot be fully tested, and there is a risk that, if such an event occurs, we may not be able to address immediately the repercussions of the breach or disaster. In that event, key information and systems may be unavailable for a number of days or weeks, leading to our inability to conduct business or perform some business processes in a timely manner. Moreover, if any of these events were to materialize, they could lead to losses of sensitive information, critical infrastructure, personnel or capabilities essential to our operations and could have a material adverse effect on our reputation, financial condition or results of operations.

Our employees have been and will continue to be targeted by parties using fraudulent "spoof" and "phishing" emails to misappropriate information or to introduce viruses or other malware through "trojan horse" programs to our computers. These emails appear to be legitimate emails but direct recipients to fake websites operated by the sender of the email or request that the recipient send a password or other confidential information through email or download malware. "Spoof" and "phishing" activities are a serious risk that may damage our information technology infrastructure.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. In addition, potential changes in accounting standards might cause us to revise our financial results and disclosure in the future.

Effective internal controls are necessary for us to provide timely and reliable financial reports and effectively prevent fraud. If we cannot provide timely and reliable financial reports or prevent fraud, our reputation and operating results would be harmed. We continue to enhance our internal controls and financial reporting capabilities. These enhancements require a significant commitment of resources, personnel and the development and maintenance of formalized internal reporting procedures to ensure the reliability of our financial reporting. Our efforts to update and maintain our internal controls may not be successful, and we may be unable to maintain adequate controls over our financial processes and reporting now or in the future, including future compliance with the obligations under Section 404 of the Sarbanes-Oxley Act of 2002. Any failure to maintain effective controls or difficulties encountered in the effective improvement of our internal controls could prevent us from timely and reliably reporting our financial results and may harm our operating results. Ineffective internal controls could also cause investors to lose confidence in our reported financial information. In addition, the Financial Accounting Standards Board or the SEC could enact new accounting standards that might affect how we are required to record revenues, expenses, assets and liabilities. Any significant change in accounting standards or disclosure requirements could have a material effect on our business, results of operations, financial condition and ability to comply with our debt obligations.

Risks Inherent in an Investment in Us

Ergon controls our General Partner, which has sole responsibility for conducting our business and managing our operations. Our General Partner has conflicts of interest with us and limited fiduciary duties, which may permit it to favor its own interests to the detriment of our unitholders.

Ergon owns and controls our General Partner. Some of our General Partner's directors are directors and officers of Ergon. Therefore, conflicts of interest may arise between our General Partner, on the one hand, and us and our unitholders, on the other hand. In resolving those conflicts of interest, our General Partner may favor its own interests and the interests of its affiliates over the interests of our unitholders. Although the conflicts committee of the board of directors of our General Partner (the "Board") may review such conflicts of interest, the Board is not required to submit such matters to the conflicts committee. These conflicts include, among others, the following situations:

- Neither our partnership agreement nor any other agreement requires our General Partner or Ergon to pursue a business strategy that favors us. Such persons may make decisions in their best interest, which may be contrary to our interests.
- Our General Partner is allowed to consider the interests of parties other than us and our unitholders, such as Ergon and its affiliates, in resolving conflicts of interest.
- If we do not have sufficient available cash from operating surplus, our General Partner could cause us to use cash from non-operating sources, such as asset sales, issuances of securities and borrowings, to pay distributions, which means that we could make distributions that deteriorate our capital base and that our General Partner could receive distributions on its incentive distribution rights to which it would not otherwise be entitled if we did not have sufficient available cash from operating surplus to make such distributions.
- Ergon is a holder of our Preferred Units and may favor its own interests in actions relating to such units, including causing us to make distributions on such units even if no distributions are made on the common units.
- Ergon may compete with us, including with respect to future acquisition opportunities.
- Ergon may favor its own interests in proposing the terms of any acquisitions we make directly from them, and such terms may not be as favorable as those we could receive from an unrelated third party.
- Our General Partner has limited liability and reduced fiduciary duties and our unitholders have restricted remedies available for actions that, without the limitations, might constitute breaches of fiduciary duty.
- Our General Partner determines the amount and timing of asset purchases and sales, borrowings, issuance of additional partnership securities and reserves, each of which can affect the amount of cash that is distributed to unitholders.
- Our General Partner determines the amount and timing of any capital expenditures 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. This determination can affect the amount of cash that is distributed to our unitholders.
- Our General Partner may decide to receive a quantity of our Class B units in exchange for resetting the target distribution levels related to its incentive distribution rights without the approval of the conflicts committee of our General Partner or our unitholders.
- Our General Partner determines which costs incurred by it and its affiliates are reimbursable by us.
- Our partnership agreement does not restrict our General Partner 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.
- Our General Partner intends to limit its liability regarding our contractual and other obligations and, in some circumstances, is entitled to be indemnified by us.
- Our General Partner may exercise its limited right to call and purchase common units if it and its affiliates own more than 80% of the common units.
- Our General Partner controls the enforcement of obligations owed to us by our General Partner and its affiliates.
- Our General Partner decides whether to retain separate counsel, accountants or others to perform services for us.

Our partnership agreement limits the fiduciary duties our General Partner owes to holders of our units and restricts the remedies available to holders of our units for actions taken by our General Partner that might otherwise constitute breaches of fiduciary duty.

Our partnership agreement contains provisions that reduce the fiduciary standards to which our General Partner would otherwise be held by state fiduciary duty laws. For example, our partnership agreement:

- permits our General Partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our General Partner. This entitles our General Partner 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 limited partner. Examples include the exercise of its right to receive a quantity of our Class B units in exchange for resetting the target distribution levels related to its incentive distribution rights, the exercise of its limited call right, the exercise of its rights to transfer or vote the units it owns, the exercise of its registration rights and its determination whether or not to consent to any merger or consolidation of the partnership or amendment to the partnership agreement;

- provides that our General Partner will not have any liability to us or our unitholders for decisions made in its capacity as a general partner so long as it acted in good faith, meaning it believed the decision was in the best interests of our partnership;
- generally provides that affiliated transactions and resolutions of conflicts of interest not approved by the conflicts committee of the Board acting in good faith and not involving a vote of unitholders must be on terms no less favorable to us than those generally being provided to or available from unrelated third parties or must be "fair and reasonable" to us, as determined by our General Partner in good faith. In determining whether a transaction or resolution is "fair and reasonable," our General Partner may consider the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to us;
- provides that our General Partner and its officers and directors will not be liable for monetary damages to us, our limited partners 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 our General Partner or its officers and directors acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the conduct was criminal; and
- provides that in resolving conflicts of interest, it will be presumed that in making its decision, our General Partner acted in good faith, and in any proceeding brought by or on behalf of any limited partner or us, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption.

By purchasing a common unit, a common unitholder will become bound by the provisions in the partnership agreement, including the provisions discussed above.

Ergon may compete with us, which could adversely affect our existing business and limit our ability to acquire additional assets or businesses.

Neither our partnership agreement nor any other agreement with Ergon prohibits Ergon from owning assets or engaging in businesses that compete directly or indirectly with us. In addition, Ergon may acquire, construct or dispose of assets in the future, without any obligation to offer us the opportunity to purchase or construct any of those assets. Ergon is a privately held company engaged in a wide range of operations. Ergon has significantly greater resources and experience than we have, which may make it more difficult for us to compete with Ergon with respect to commercial activities as well as for acquisition candidates. As a result, competition from Ergon could adversely impact our results of operations and cash available for distribution.

Cost reimbursements due to our General Partner and its affiliates for services provided, which are determined by our General Partner, may be substantial and will reduce our cash available for distribution to our unitholders.

Pursuant to our partnership agreement, our General Partner is entitled to receive reimbursement for the payment of expenses related to our operations and for the provision of various general and administrative services for our benefit. Payments for these services may be substantial and reduce the amount of cash available for distribution to unitholders. In addition, under Delaware partnership law, our General Partner has unlimited liability for our obligations, such as our debts and environmental liabilities, except for our contractual obligations that are expressly made without recourse to our General Partner. To the extent our General Partner incurs obligations on our behalf, we are obligated under our partnership agreement to reimburse or indemnify our General Partner. If we are unable or unwilling to reimburse or indemnify our General Partner, our General Partner may take actions to cause us to make payments of these obligations and liabilities. Any such payments would reduce the amount of cash otherwise available for distribution to our unitholders.

Holders of our Preferred Units and common units have limited voting rights and are not entitled to elect our General Partner or its directors.

Unlike the holders of common stock in a corporation, unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. Unitholders did not elect our General Partner or the Board and have no right to elect our General Partner or the Board on an annual or other continuing basis. The Board is chosen by Ergon. Furthermore, if the unitholders are dissatisfied with the performance of our General Partner, they have little ability to remove our General Partner. Amendments to our partnership agreement may be proposed only by or with the consent of our General Partner. As a result of these limitations, the price at which the common units will trade could be diminished because of the absence or reduction of a takeover premium in the trading price.

Control of our General Partner may be transferred to a third party without unitholder consent.

Our General Partner may transfer its general partner interest to a third party in a merger or in a sale of all or substantially all of its assets without the consent of the unitholders. Furthermore, our partnership agreement does not restrict the ability of Ergon, the owner of our General Partner, from transferring all or a portion of its ownership interest in our General Partner to a third party. The new owner of our General Partner would then be in a position to replace the Board and officers of our General Partner with its own choices and thereby influence the decisions made by the Board and officers.

We may issue additional units without approval of our unitholders, which would dilute our unitholders' ownership interests.

Except in the case of the issuance of units that rank equal to or senior to the Preferred Units, our partnership agreement does not limit the number or price of additional limited partner interests we may issue at any time without the approval of our unitholders. In addition, because we are a limited partnership, we will not be subject to the shareholder approval requirements relating to the issuance of securities (other than in connection with the establishment or material amendment of a stock option or purchase plan or the making or material amendment of any other equity compensation arrangement) contained in Nasdaq Marketplace Rule 5635. The issuance by us of additional common units or other equity securities of equal or senior rank may have any or all of the following effects, among others:

- Our unitholders' proportionate ownership interest in us will decrease.
- The amount of cash available for distribution on each unit may decrease.
- The ratio of taxable income to distributions may increase.
- The relative voting strength of each previously outstanding unit may be diminished.
- The market price of the common units may decline.

Our partnership agreement restricts the voting rights of unitholders, other than our General Partner and its affiliates, including Ergon, owning 20% or more of any class of our partnership securities.

Unitholders' voting rights are further restricted by the partnership agreement, which provides that any units held by a person that owns 20% or more of any class of units then outstanding, other than our General Partner, its affiliates, their transferees and persons who acquired such units with the prior approval of the Board, cannot vote on any matter. Our partnership agreement also contains provisions limiting the ability of unitholders to call meetings or to acquire information about our operations, as well as other provisions.

Even if our public unitholders are dissatisfied with our General Partner, it will be difficult for them to remove our General Partner without its consent.

It will be difficult for our public unitholders to remove our General Partner without its consent because our General Partner and its affiliates own a substantial number of our units. The vote of the holders of at least 66²/₃% of all outstanding units voting together as a single class is required to remove the General Partner. As of March 23, 2020, Ergon owned approximately 27.7% of our aggregate outstanding Preferred Units and common units.

Affiliates of our General Partner may sell units in the public markets, which sales could have an adverse impact on the trading price of the units.

As of March 23, 2020, the executive officers and directors of our General Partner beneficially own an aggregate of 841,393 common units and Ergon owns 2,795,837 common units and 18,312,968 Preferred Units. The sale of these units in the public markets could have an adverse impact on the public trading price of the units or on any trading market that may develop.

Our General Partner has a limited call right that may require our unitholders to sell their units at an undesirable time or price.

If at any time our General Partner and its affiliates own more than 80% of any class of units then outstanding, our General Partner will have the right, but not the obligation, which it may assign to any of its affiliates or to us, to acquire all, but not less than all, of such class of units held by unaffiliated persons at a price not less than the then-current market price. As a result, our unitholders may be required to sell their units at an undesirable time or price and may not receive any return on their investment. Our unitholders also may incur a tax liability upon a sale of their units. As of March 23, 2020, Ergon owned 52.1% of our outstanding Preferred Units.

Holders of our Preferred Units have a distribution preference and a liquidation preference, which may adversely impact the value of our common units.

The Preferred Units rank prior to our common units as to both distributions of available cash and distributions upon liquidation. Holders of our Preferred Units are entitled to preferred quarterly distributions of \$0.17875 per unit per quarter (or \$0.715 per unit on an annual basis). If we fail to pay in full any distribution on our Preferred Units, the amount of such unpaid distribution will accrue and accumulate from the last day of the quarter for which such distribution is due until paid in full. If we are liquidated, we may not have sufficient funds remaining after payment of amounts to our creditors and to holders of our Preferred Units to make any distribution to holders of our common units.

The conversion rate applicable to the Preferred Units will not be adjusted for all events that may be dilutive.

The number of our common units issuable upon conversion of the Preferred Units is subject to adjustment only for subdivisions, splits or certain combinations of our common units. The number of common units issuable upon conversion is not subject to adjustment for other events, such as employee option grants, offerings of our common units for cash or in connection with acquisitions or other transactions that may increase the number of outstanding common units and dilute the ownership of existing common unitholders. The terms of the Preferred Units do not restrict our ability to offer common units in the future or to engage in other transactions that could dilute our common units.

We have rights to require our preferred unitholders to convert their Preferred Units into common units, and we may exercise this mandatory conversion right at an undesirable time.

We have the right in certain circumstances to force the conversion of all outstanding Preferred Units to common units. These circumstances include a situation in which if the holders of a certain number of Preferred Units elect to convert the Preferred Units that they hold to common units, we could then force all remaining outstanding Preferred Units to convert to common units. Ergon, the owner of our General Partner, owns enough Preferred Units such that if they were all converted to common units, we would be able to exercise this mandatory conversion right. In addition, we also have the right to force the conversion of the outstanding Preferred Units at any time if (i) the daily volume-weighted average trading price of our common units is greater than \$8.45 for 20 out of the trailing 30 trading days ending two trading days before we furnish notice of conversion and (ii) the average trading volume of our common units has exceeded 20,000 common units for 20 out of the trailing 30 trading days ending two trading days before we furnish notice of conversion. In addition, the conversion provisions may be modified with the consent of a majority of the outstanding Preferred Units. As of March 23, 2020, Ergon owned 52.1% of our outstanding Preferred Units and has the ability to consent to amendments to such conversion provisions. As a result, our preferred unitholders may be required to convert their Preferred Units at an undesirable time and may not receive their expected return on investment.

Ergon, as the holder of a majority of the outstanding Preferred Units, has the ability to consent to the amendments to the provisions of the Preferred Units.

The Preferred Units have voting rights that are identical to the voting rights of common units and vote with the common units as a single class, so that each Preferred Unit is entitled to one vote for each common unit into which such Preferred Unit is convertible on each matter with respect to which each common unit is entitled to vote. In addition, the approval of a majority of the Preferred Units, voting separately as a class, is necessary on any matter that adversely affects any of the rights of the Preferred Units or amends or modifies the terms of the Preferred Units in any material respect or affects the holders of the Preferred Units disproportionately in relation to the holders of common units, including, without limitation, any action that would (i) reduce the distribution amount to the Preferred Units or change the time or form of payment of distributions, (ii) reduce the amount payable to the Preferred Units upon the liquidation of our partnership, (iii) modify the conditions relating to the conversion of the Preferred Units or (iv) issue any equity security that, with respect to distributions or rights upon liquidation, ranks equal to or senior to the Preferred Units or issue any additional Preferred Units. As of March 23, 2020, Ergon owned 52.1% of our outstanding Preferred Units and has the ability to consent to amendments to the terms of the Preferred Units without the consent of other unitholders.

Holders of the Preferred Units will not have rights to distributions as holders of common units until they acquire our common units.

Until our preferred unitholders acquire common units upon conversion of the Preferred Units, such preferred unitholders will have no rights with respect to distributions on our common units. Upon conversion, our preferred unitholders will be entitled to exercise the rights of a holder of our common units only as to matters for which the record date occurs after the date on which such Preferred Units were converted to our common units.

The Preferred Units are limited partner interests in our partnership and therefore are subordinate to any indebtedness.

The Preferred Units are limited partner interests in our partnership and do not constitute indebtedness. As such, the Preferred Units will rank junior to all indebtedness and other non-equity claims on our partnership with respect to assets available to satisfy claims on our partnership, including in a liquidation of our partnership.

Units held by persons who are not Eligible Holders will be subject to the possibility of redemption.

Our General Partner has the right under our partnership agreement to institute procedures, by giving notice to each of our unitholders, that would require transferees of units and, upon the request of our General Partner, existing holders of our units to certify that they are Eligible Holders. The purpose of these certification procedures would be to enable us to establish a federal income tax expense as a component of the pipeline's cost of service for ratemaking purposes under current FERC policy applicable to entities that pass through their taxable income to their owners. Eligible Holders are individuals or entities subject to U.S. federal income taxation on the income generated by us or entities not subject to U.S. federal income taxation on the income generated by us, so long as all of the entity's owners are subject to such taxation. If these tax certification procedures are implemented, we will have the right to redeem the units held by persons who are not Eligible Holders at the lesser of the holder's purchase price and the then-current market price of the units. The redemption price would be paid in cash or by delivery of a promissory note, as determined by our General Partner.

Market interest rates may affect the value of our units.

One of the factors that will influence the price of our units will be the distribution yield on our units relative to market interest rates. An increase in market interest rates could cause the market price of the units to go down. The trading price of the units will also depend on many other factors, which may change from time to time, including:

- the market for similar securities;
- government action or regulation;
- general economic conditions or conditions in the financial markets; and
- our financial condition, performance and prospects.

Our unitholders' liability may not be limited if a court finds that unitholder action constitutes control of our business.

A general partner of a partnership generally has unlimited liability for the obligations of the partnership, except for those contractual obligations of the partnership that are expressly made without recourse to the general partner. Our partnership is organized under Delaware law and we conduct business in a number of other states. The limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in some of the other states in which we do business.

Our unitholders could be liable for our obligations as if they were a general partner if:

- a court or government agency determined that we were conducting business in a state but had not complied with that particular state's partnership statute; or
- a unitholder's right to act with other unitholders to remove or replace the general partner, to approve some amendments to our partnership agreement or to take other actions under our partnership agreement constitute "control" of our business.

Unitholders may have liability to repay distributions that were wrongfully distributed to them.

Under certain circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under Section 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets. Delaware law provides that for a period of three years from the date of the impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the limited partnership for the distribution amount. Substituted limited partners are liable for the obligations of the assignor to make contributions to the partnership that are known to the substituted limited partner at the time it became a limited partner and for unknown obligations if the liabilities could be determined from the partnership agreement. Liabilities to partners on account of their partnership interests and liabilities that are non-recourse to the partnership are not counted for purposes of determining whether a distribution is permitted.

Tax Risks to Unitholders

Our common unitholders have been and will be required to pay taxes on their share of our taxable income even if they have not received or do not receive any cash distributions from us.

Because our unitholders are treated as partners to whom we allocate taxable income which could be different in amount than the cash we distribute, our common unitholders will be required to pay any federal income taxes and, in some cases, state and local income taxes, on their share of our taxable income, even if our common unitholders receive no cash distributions from us. Our common unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the actual tax liability that results from that income.

Our tax treatment depends on our status as a partnership for federal income tax purposes, as well as us not being subject to a material amount of entity-level taxation by individual states. If the IRS were to treat us as a corporation, or if we were to become subject to a material amount of entity-level taxation for state tax purposes, then our cash available for distribution to our unitholders would be substantially reduced.

The anticipated after-tax economic benefit of an investment in our common units depends largely on us being treated as a partnership for federal income tax purposes. If less than 90% of the gross income of a publicly traded partnership, such as us, for any taxable year is "qualifying income" from sources such as the transportation, marketing (other than to end users) or processing of crude oil, natural gas or products thereof, interest, dividends or similar sources, that partnership will be taxable as a corporation under Section 7704 of the Internal Revenue Code for federal income tax purposes for that taxable year and all subsequent years. We have not requested and do not plan to request a ruling from the IRS with respect to our treatment as a partnership for federal income tax purposes.

If we were treated as a corporation for federal income tax purposes, then we would pay federal income tax on our taxable income at the corporate tax rate, which is currently a maximum of 21%, and would likely pay additional state income tax at varying rates. Distributions would generally be taxed again to unitholders as corporate distributions and none of our income, gains, losses, deductions or credits would flow through to our unitholders. Because a tax would be imposed upon us as a corporation, cash available for distribution to our unitholders would be substantially reduced. Therefore, treatment of us as a corporation would result in a material reduction in the anticipated cash flows and after-tax return to unitholders and thus would likely result in a substantial reduction in the value of our units.

In addition, changes to the audit procedures for large partnerships and in certain circumstances for tax years beginning after 2017 would permit the IRS to assess and collect taxes (including any applicable penalties and interest) resulting from partnership-level federal income tax audits directly from us in the year in which the audit is completed. If we are required to make payments of taxes, penalties and interest resulting from audit adjustments, our cash available for distribution to our unitholders might be substantially reduced. Moreover, changes in current state law may subject us to entity-level taxation by individual states. Because of widespread state budget deficits and other reasons, several states are evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise and other forms of taxation. For example, we are required to pay annually a Texas franchise tax on our total revenue, as adjusted and apportioned to the state under the applicable Texas rules and regulations, at a maximum effective tax rate of 0.525%. Imposition of such a tax on us by Texas and, if applicable, by any other state will reduce the cash available for distribution to our unitholders.

Our partnership agreement provides that if a law is enacted or an existing law is modified or interpreted in a manner that subjects us to taxation as a corporation or otherwise subjects us to entity-level taxation for federal, state or local income tax purposes, the minimum quarterly distribution amount and the target distribution amounts will be adjusted to reflect the impact of that law on us. No such adjustments have been made to date, but there can be no assurance that no such adjustments will be made in the future.

The tax treatment of publicly traded partnerships or an investment in our common units could be subject to potential legislative, judicial or administrative changes and differing interpretations, possibly on a retroactive basis.

The present federal income tax treatment of publicly traded partnerships, including us or an investment in our common units, may be modified by administrative, legislative or judicial interpretation at any time. Any modification to the federal income tax laws and interpretations thereof may or may not be applied retroactively. Moreover, any such modification could make it more difficult or impossible for us to meet the exception which allows publicly traded partnerships that generate qualifying income to be treated as partnerships (rather than corporations) for U.S. federal income tax purposes, affect or cause us to change our business activities or affect the tax consequences of an investment in our common units. For example, members of Congress have considered substantive changes to existing federal income tax laws that would affect the tax treatment of certain publicly traded partnerships. We are unable to predict whether any of these changes or other proposals will ultimately be enacted. Any such changes could negatively impact the value of an investment in our units.

If the IRS contests any of the federal income tax positions we take, the market for our common units may be adversely affected, and the costs of any such contest will reduce our cash available for distribution to our unitholders.

We have not requested a ruling from the IRS with respect to our treatment as a partnership for federal income tax purposes or any other matter affecting us. The IRS may adopt positions that differ from the conclusions of our counsel or from the positions we take. It may be necessary to resort to administrative or court proceedings to sustain some or all of our counsel's conclusions or the positions we take. A court may not agree with some or all of our counsel's conclusions or the positions we take. Any contest with the IRS may materially and adversely impact the market for our units and the price at which they trade. In addition, the costs of any contest with the IRS will be borne indirectly by our unitholders and our General Partner because the costs will reduce our cash available for distribution.

There are limits on the deductibility of losses that may adversely affect unitholders.

In the case of taxpayers subject to the passive activity loss rules (generally individuals, closely-held corporations and regulated investment companies), any losses generated by us will only be available to offset our future income and cannot be used to offset income from other activities, including other passive activities or investments. Unused losses may be deducted when the unitholder disposes of the unitholder's entire investment in us in a fully taxable transaction with an unrelated party. A unitholder's share of our net passive income may be offset by unused losses from us carried over from prior years, but not by losses from other passive activities, including losses from other publicly traded partnerships.

Further, in addition to the other limitations described above, non-corporate taxpayers may only deduct business losses up to the gross income or gain attributable to such trade or business plus \$250,000 (\$500,000 for unitholders filing jointly). Amounts that may not be deducted in a taxable year may be carried forward into the following taxable year. This limitation shall be applied after the passive loss limitations and, unless amended, applies only to taxable years beginning prior to December 31, 2025.

Our ability to deduct business interest is limited.

Our ability to deduct interest on indebtedness (including, under certain proposed regulations, regular distributions on our preferred units) properly allocable to our trade or business (which excludes investment interest) will be limited to an amount equal to the sum of (i) our business interest income during the taxable year and (ii) 30% of our adjusted taxable income for such taxable year. For taxable years beginning before January 1, 2022, adjusted taxable income means earnings before interest, taxes, depreciation, and amortization; for taxable years beginning on or after January 1, 2022, adjusted taxable income is limited to earnings before interest and taxes. Disallowed interest (and perhaps regular payments) deductions will be allocated to our unitholders and will be available to offset our future excess taxable income allocated to such unitholders. A unitholder's tax basis in our interests will be reduced by the amount of disallowed interest (and perhaps regular payments) deductions allocated to such unitholder, even if such amounts do not give rise to a deduction to the unitholder in that taxable year. Such unitholder's tax basis in its partnership interests will be subsequently increased immediately prior to any disposition by such unitholder of its interest in us in an amount equal to the difference between the prior basis reduction and the amount of the disallowed interest (and perhaps regular payments) that has subsequently been used to offset excess taxable income of the unitholder.

The limitation on the deductibility of business interest expense described above also applies to our corporate subsidiaries; however, disallowed interest deductions will be carried forward by our corporate subsidiaries and treated as business interest paid or accrued in the succeeding taxable year. The deductibility of such business interest expense carried forward from a prior taxable year will be subject to the limitation described above.

Tax gain or loss on the disposition of our common units could be more or less than expected.

If our unitholders sell their units, they will recognize a gain or loss equal to the difference between the amount realized and their tax basis in those units. Because distributions to a unitholder that exceed the total net taxable income allocated to the unitholder decrease the unitholder's tax basis in his or her units, any such prior excess distribution will, in effect, become taxable income to the unitholder if the common units are sold by the unitholder at a price greater than their tax basis, even if the price the unitholder receives is less than the original cost. Furthermore, a substantial portion of the amount realized, whether or not representing gain, may be taxed as ordinary income to the selling unitholder due to potential recapture items, including depreciation recapture. In addition, because the amount realized includes a unitholder's share of our non-recourse liabilities, a unitholder who sells common units may incur a tax liability in excess of the amount of cash received from the sale.

If the IRS makes audit adjustments to our income tax returns for tax years beginning after 2017, it may collect any resulting taxes (including any applicable penalties and interest) directly from us, in which case our cash available for distribution to our unitholders might be substantially reduced.

If the IRS makes audit adjustments to income tax returns for tax years beginning after 2017, it may assess and collect taxes (including any applicable penalties and interest) directly from us in the year in which the audit is completed. If we are required to make payments of taxes, penalties and interest resulting from audit adjustments, our cash available for distribution to our unitholders might be substantially reduced. In addition, because payment would be due for the taxable year in which the audit is completed, unitholders during that taxable year would bear the expense of the adjustment even if they were not unitholders during the audited taxable year.

Tax-exempt entities and non-United States persons face unique tax issues from owning units that may result in adverse tax consequences to them.

Investment in our units by tax-exempt entities, such as individual retirement accounts (known as IRAs), pension plans and non-U.S. persons raises issues unique to them. For example, virtually all of our income allocated to organizations exempt from federal income tax, including individual retirement accounts and other retirement plans, will be unrelated business taxable income and will be taxable to them. Distributions to non-U.S. persons will be reduced by withholding taxes at the highest applicable effective tax rate, and non-U.S. persons will be required to file U.S. federal income tax returns and pay tax on their share of our taxable income. If a potential unitholder is a tax-exempt entity or a non-U.S. person, it should consult its tax advisor before investing in our units.

If a non-U.S. unitholder sells or otherwise disposes of a common unit, the transferee is required to withhold 10% of the amount realized by the non-U.S. transferor, and we are required to deduct and withhold from distributions to the transferee amounts that should have been withheld by the transferor but were not withheld. However, the U.S. Department of the Treasury and the IRS have determined that this withholding requirement should not apply to any disposition of a publicly traded interest in a publicly traded partnership (such as us) until regulations or other guidance have been issued clarifying the application of this withholding requirement to dispositions of interests in publicly traded partnerships. Accordingly, while this new withholding requirement does not currently apply to interests in us, there can be no assurance that such requirement will not apply in the future.

We will treat each purchaser of our common units as having the same tax benefits without regard to the specific common units purchased. The IRS may challenge this treatment, which could adversely affect the value of the common units.

Because we cannot match transferors and transferees of common units and because of other reasons, we will adopt depreciation and/or amortization positions that may not conform with all aspects of existing Treasury regulations. A successful IRS challenge to those positions could adversely affect the amount of tax benefits available to our unitholders. It also could affect the timing of these tax benefits or the amount of gain from their sale of common units and could have a negative impact on the value of our common units or result in audit adjustments to our unitholders' tax returns.

Our unitholders likely will be subject to state and local taxes and return filing or withholding requirements in states in which they do not live as a result of investing in our units.

In addition to federal income taxes, our unitholders will likely be subject to other taxes, such as state and local income taxes, unincorporated business taxes and estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we conduct business or own property. Our unitholders may be required to file state and local income tax returns and pay state and local income taxes in certain of these various jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements. We currently own property and conduct business in several states, most of which currently impose income taxes on corporations, and many of which impose income taxes on other entities and nonresident individuals. We may own property or conduct business in other states or foreign countries in the future. It is each unitholder's responsibility to file all federal, state, local and foreign tax returns. Under the tax laws of some states where we conduct business, we may be required to withhold a percentage from amounts to be distributed to a unitholder who is not a resident of that state. For example, in the case of Oklahoma, we are required to report annual tax information about our non-Oklahoma resident unitholders with income in excess of five hundred dollars or withhold an amount equal to 5% of the portion of our distributions to unitholders which is deemed to be the Oklahoma share of our income.

We hold certain assets located at certain of our liquid asphalt facilities in a subsidiary taxed as a corporation. Such subsidiary is subject to entity-level federal and state income taxes on its net taxable income and, if a material amount of entity-level taxes were incurred, then our cash available for distribution to our unitholders could be substantially reduced.

We hold certain of our liquid asphalt processing assets and related fee income through BKEP Asphalt, L.L.C., a subsidiary taxed as a corporation. Such subsidiary is required to pay federal income tax on its income at the corporate tax rate, which is currently a maximum of 21%, and will likely pay state (and possibly local) income tax at varying rates. Distributions from such subsidiary will generally be taxed again to unitholders as corporate distributions and none of the income, gains, losses, deductions or credits of such subsidiary will flow through to our unitholders. Currently, the maximum federal income tax rate applicable to dividend income from such subsidiary which is allocable to individuals is 20% plus an unearned Medicare tax of 3.8%. An individual unitholder's share of dividend and interest income from such subsidiary would constitute portfolio income which could not be offset by the unitholder's share of our other losses or deductions. If a material amount of entity-level taxes is incurred by such subsidiary, then our cash available for distribution to our unitholders could be substantially reduced.

We prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month, instead of on the basis of the date a particular common unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our common unitholders.

We prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The use of this proration method may not be permitted under existing Treasury regulations. The U.S. Department of the Treasury and the IRS issued final Treasury regulations pursuant to which a publicly traded partnership may use a similar monthly simplifying convention to allocate tax items among transferor and transferee unitholders, although such tax items must be prorated on a daily basis. However, these Treasury regulations do not specifically authorize the use of the proration method we have adopted. If the IRS were to successfully challenge our proration method, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders.

A unitholder whose units are loaned to a "short seller" to effect a short sale of units may be considered as having disposed of those units. If so, such unitholder would no longer be treated for tax purposes as a partner with respect to those units during the period of the loan and may recognize gain or loss from the disposition.

Because a unitholder whose units are loaned to a "short seller" to effect a short sale of units may be considered as having disposed of the loaned units, such unitholder may no longer be treated for tax purposes as a partner with respect to those units during the period of the loan to the short seller and the unitholder may recognize gain or loss from such disposition. Moreover, during the period of the loan to the short seller, any of our income, gain, loss or deduction with respect to those units may not be reportable by the unitholder, and any cash distributions received by the unitholder as to those units could be fully taxable as ordinary income. Unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to consult a tax advisor to discuss whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from borrowing their units.

Unitholders converting Preferred Units into common units could under certain limited circumstances receive a gross income allocation that may materially increase the taxable income allocated to such unitholders.

Under our partnership agreement and in accordance with Treasury regulations, immediately after the conversion of a Preferred Unit, we will adjust the capital accounts of all of our partners to reflect any positive difference ("Unrealized Gain") or negative difference ("Unrealized Loss") between the fair market value and the carrying value of our assets at such time as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such asset for an amount equal to its fair market value at the time of such conversion. Such Unrealized Gain or Unrealized Loss (or items thereof) will be allocated first to the converting preferred unitholder in respect to common units received upon the conversion until the capital account of each such common unit is equal to the per unit capital account for each existing common unit. This allocation of Unrealized Gain or Unrealized Loss will not be taxable to the converting preferred unitholder or to any other unitholders. If the Unrealized Gain or Unrealized Loss allocated as a result of the conversion of a Preferred Unit is not sufficient to cause the capital account of each common unit received upon such conversion to equal the per unit capital account for each existing common unit, then capital account balances will be reallocated among the unitholders as needed to produce this result. In the event that such a reallocation is needed, a converting preferred unitholder would be allocated taxable gross income in an amount equal to the amount of any such reallocation to it.

We may adopt certain valuation methodologies and monthly conventions for federal income tax purposes that may result in a shift of income, gain, loss or deduction between our General Partner and our common unitholders. The IRS may challenge this treatment, which could adversely affect the value of our outstanding units.

When we issue additional units or engage in certain other transactions, we will determine the fair market value of our assets and allocate any unrealized gain or loss attributable to our assets to the capital accounts of our common unitholders and our General Partner. Our methodology may be viewed as understating the value of our assets. In that case, there may be a shift of income, gain, loss or deduction between certain common unitholders and our General Partner, which may be unfavorable to such unitholders. Moreover, under our valuation methods, subsequent purchasers of units may have a greater portion of their Internal Revenue Code Section 743(b) adjustment allocated to our tangible assets and a lesser portion allocated to our intangible assets. The IRS may challenge our valuation methods, or our allocation of the Section 743(b) adjustment attributable to our tangible and intangible assets, and allocations of taxable income, gain, loss or deduction between our General Partner and certain of our common unitholders.

A successful IRS challenge to these methods or allocations could adversely affect the amount of taxable income or loss being allocated to our common unitholders. It also could affect the amount of taxable gain from our unitholders' sale of units and could have a negative impact on the value of the units or result in audit adjustments to our unitholders' tax returns without the benefit of additional deductions.

Compliance with and changes in tax law could adversely affect our performance.

We are subject to extensive tax laws and regulations, including federal and state income taxes and transactional taxes such as excise, sales/use, payroll, franchise and ad valorem taxes. New tax laws and regulations and changes in existing tax laws and regulations are continuously being enacted that could result in increased tax expenditures in the future. Many of these tax liabilities are subject to audits by the respective taxing authority. These audits may result in additional taxes as well as interest and penalties.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

A description of our properties is contained in "Item 1-Business."

Title to Properties

Our asphalt assets are on real property owned or leased by us. Some of the real property leases that were transferred to us as part of the acquisition of our asphalt assets required the consent of the counterparty to such lease. In certain instances, we have not entered into new leases with a lessor although we continue to use such leases and make payments to the lessor and are in the process of negotiating new leases.

Substantially all of our pipelines are constructed on rights-of-way granted by the apparent record owners of the property. A small portion of our pipelines is constructed on rights-of-way that are owned by Native American tribes and/or allottees and administered by the U.S. Department of the Interior, Bureau of Indian Affairs, and which must be renewed periodically. There is no guarantee that we will be able to renew such easements, or that such renewals will be on terms favorable to us. Lands over which pipeline rights-of-way have been obtained may be subject to prior liens which have not been subordinated to the right-of-way grants. We have also obtained, where necessary, easement agreements, licenses or permits from public authorities and railroad companies to cross over or under, or to lay facilities in or along, watercourses, county roads, municipal streets, railroad properties and state highways, as applicable. In the event of a challenge to our pipeline location, we generally have the right of eminent domain or other recourse to retain the pipeline in place. In some cases, property on which our pipelines were built was purchased in fee. Our crude oil terminal is on real property owned by us.

Other than as described above, we believe that we have satisfactory title to or rights in all of our assets. Although title or rights to such properties is subject to encumbrances in certain cases, such as customary interests generally retained in connection with acquisition of real property, liens related to environmental liabilities associated with historical operations, liens for current taxes and other burdens and minor easements, restrictions and other encumbrances to which the underlying properties were subject at the time of acquisition by our predecessor or us, we believe that none of these burdens will materially interfere with their use in the operation of our business.

Item 3. Legal Proceedings.

The information required by this item is included under the caption "Commitments and Contingencies" in Note 15 to our consolidated financial statements and is incorporated herein by reference thereto.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II. OTHER INFORMATION

Item 5. Market for Registrant's Common Equity, Related Unitholder Matters and Issuer Purchases of Equity Securities.

Our common units are traded on the Nasdaq Global Market under the symbol "BKEP" and our Preferred Units are traded on the Nasdaq Global Market under the symbol "BKEPP".

On March 23, 2020, there were 41,034,763 common units outstanding, held by approximately 724 unitholders of record and 35,125,202 Preferred Units outstanding held by approximately 2 unitholders of record. The actual number of unitholders is greater than the number of holders of record. Ergon holds 6.8% of the common units and 52.1% of the Preferred Units.

Distributions of Available Cash

Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash (as defined in our partnership agreement) to unitholders of record on the applicable record date.

Available cash, for any quarter, consists of all cash on hand at the end of that quarter:

- less the amount of cash reserves established by our General Partner to:
 - provide for the proper conduct of our business;
 - comply with applicable law, any of our debt instruments or other agreements; or
 - provide funds for distributions to our unitholders for any one or more of the next four quarters;
- plus all additional cash and cash equivalents on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made after the end of the quarter. Working capital borrowings are generally borrowings that are made under a credit facility, commercial paper facility or similar financing arrangement, and in all cases are used solely for working capital purposes or to pay distributions to partners and with the intent of the borrower to repay such borrowings within 12 months.

Pursuant to our credit agreement, we are permitted to make quarterly distributions of available cash to unitholders so long as no default exists under the credit agreement on a pro forma basis after giving effect to such distribution.

Our partnership agreement requires that we make distributions of available cash from operating surplus for any quarter in the following manner:

- first, 98.4% to the holders of Preferred Units, pro rata, and 1.6% to our General Partner, until we distribute for each outstanding Preferred Unit an amount equal to the Series A Quarterly Distribution Amount (as defined in the partnership agreement) for that quarter;
- second, 98.4% to the holders of Preferred Units, pro rata, and 1.6% to our General Partner, until we distribute for each outstanding Preferred Unit an amount equal to any arrearages in the payment of the Series A Quarterly Distribution Amount for any prior quarters;
- third, 98.4% to all common unitholders and Class B unitholders (if any), pro rata, and 1.6% to our General Partner, until we distribute for each outstanding common and Class B unit an amount equal to the minimum quarterly distribution of \$0.11 per unit for that quarter; and
- thereafter, in the manner described in "General Partner Interest and Incentive Distribution Rights" below.

The preceding discussion is based on the assumptions that our General Partner maintains its 1.6% general partner interest and that we do not issue additional classes of equity securities.

General Partner Interest and Incentive Distribution Rights

The following discussion assumes that our General Partner maintains its approximate 1.6% general partner's interest and continues to own the incentive distribution rights.

Our partnership agreement provides that our General Partner will be entitled to approximately 1.6% of all distributions that we make prior to our liquidation. Our General Partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its approximate 1.6% general partner interest if we issue additional units. Our General Partner's approximate 1.6% interest, and the percentage of our cash distributions to which it is entitled, will be proportionately reduced if we issue additional units in the future (other than the issuance of partnership securities issued in connection with a reset of the incentive distribution target levels relating to our General Partner's incentive distribution rights or the issuance of partnership securities upon conversion of outstanding partnership securities) and our General Partner does not contribute a proportionate amount of capital to us in order to maintain its then current general partner interest. Our General Partner will be entitled to make a capital contribution in order to maintain its then current general partner interest.

Incentive distribution rights represent the right to receive an increasing percentage (13.0%, 23.0% and 48.0%) of quarterly distributions of available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved. Our General Partner currently holds the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in the partnership agreement.

If for any quarter:

- we have distributed available cash from operating surplus to the holders of our Preferred Units in an amount equal to the Series A Quarterly Distribution Amount;
- we have distributed available cash from operating surplus to the holders of our Preferred Units in an amount necessary to eliminate any cumulative arrearages in the payment of the Series A Quarterly Distribution Amount; and
- we have distributed available cash from operating surplus to the common unitholders and Class B unitholders in an amount equal to the minimum quarterly distribution;

then our partnership agreement requires that we distribute any additional available cash from operating surplus for that quarter among the unitholders and our General Partner in the following manner:

- first, 98.4% to all unitholders holding common units or Class B units, pro rata, and 1.6% to our General Partner, until each unitholder receives a total of \$0.1265 per unit for that quarter (the "first target distribution");
- second, 85.4% to all unitholders holding common units or Class B units, pro rata, and 14.6% to our General Partner, until each unitholder receives a total of \$0.1375 per unit for that quarter (the "second target distribution");
- third, 75.4% to all unitholders holding common units or Class B units, pro rata, and 24.6% to our General Partner, until each unitholder receives a total of \$0.1825 per unit for that quarter (the "third target distribution"); and
- thereafter, 50.4% to all unitholders holding common units or Class B units, pro rata, and 49.6% to our General Partner.

For equity compensation plan information, see "Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters-Securities Authorized for Issuance under Equity Compensation Plans."

Unregistered Sales of Securities

None.

Item 6. Selected Financial Data.

We are a "smaller reporting company" as defined by Regulation S-K and as such, we are not required to provide the information required by Item 6.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Overview

We are a publicly traded master limited partnership with operations in 27 states. We provide integrated terminalling, gathering and transportation services for companies engaged in the production, distribution and marketing of liquid asphalt and crude oil. We manage our operations through four operating segments: (i) asphalt terminalling services, (ii) crude oil terminalling services, (iii) crude oil pipeline services and (iv) crude oil trucking services.

Potential Impact of Crude Oil Market Price Changes and Other Factors on Future Revenues

The crude oil market price and the corresponding forward market pricing curve may fluctuate significantly from period to period. In addition, volatility in the overall energy industry and specifically in publicly traded midstream energy partnerships may impact our partnership in the near term. Factors include the overall market price for crude oil and whether or not the forward price curve is in contango (in which future prices are higher than current prices and a premium is placed on storing product and selling at a later time) or backwardated (in which the current crude oil price per barrel is higher than the future price per barrel and a premium is placed on delivering product to market and selling as soon as possible), changes in crude oil production volume and the demand for storage and transportation capacity in the areas in which we serve, geopolitical concerns and overall changes in our cost of capital. As of March 23, 2020, the forward price curve is in contango. Potential impacts of these factors are discussed below.

Due to the global pandemic related to the coronavirus disease, COVID-19, and OPEC's disagreements over production output, the energy market has seen historic drops in oil prices in March of 2020. Despite this volatility in prices, our business and cash flow are uniquely positioned and expected to be stable in 2020. Our asphalt and crude oil terminalling services segments represented 95% of our operating margin in 2019, and as of March 23, 2020, these segments are fully contracted with take-or-pay revenue that have a weighted average remaining term of 4.6 years. While our customers across all our segments could be impacted by the recent market volatility, they are primarily high-quality counterparties, with approximately 50% of our revenues earned from those that are investment grade, which minimizes our counterparty credit risk. Additionally, we have minimal direct commodity exposure, dependence on U.S. upstream drilling activity and single exploration and production counterparty risk. While we are unaware of any potential negative impact of COVID-19 on our business at this time, we are continuing to monitor the situation and have been preparing our employees to take precautions and planning for unexpected events, which may include disruptions to our customers, vendors, facilities and communities in which we operate. As of now, we do not expect any supply chain disruptions to our customers as a result of this disease, as the U.S. government has continued to indicate its support for infrastructure spending, which 80% of our operating margin supports through asphalt terminalling services.

Asphalt Terminalling Services - Historically, there have only been limited times in which asphalt prices and volumes have had a direct correlation with the price of crude oil. As a result, we do not expect that changes in the price of crude oil will necessarily have a significant impact on our asphalt terminalling services operating segment. Generally, asphalt volumes correlate more closely with the strength of state and local economies, the level of allocations of tax funding to transportation spending and an increase in infrastructure spending needs.

In 2019, the level of customer throughput volumes through our terminals have varied across the country, primarily impacted by weather patterns, refinery disruptions and the customers' own supply chain needs. The Midwest was impacted by higher levels of rain earlier in the year that slowed customer throughput; however, activity increased later in the season to help make up for this. In addition, during the first half of 2019, several of our asphalt facilities in the Midwest were damaged by flooding. While the facilities were able to successfully execute flood plans to minimize damages, costs related to the floods are expected to include approximately \$0.7 million of expenses for cleanup and the removal and reinstallation of equipment and \$2.1 million of capital expenditures to restore land improvements and equipment. As of December 31, 2019, \$2.1 million of these amounts have been spent. Impairment expense related to the assets was \$0.3 million. As of December 31, 2019, we have recognized \$0.7 million of insurance recoveries. While we are pursuing additional insurance claims for these events, there can be no assurance of the amount or timing of any proceeds we may receive under such claims.

On July 12, 2018, we sold certain asphalt facilities, storage tanks and related real property, contracts, permits, assets and other interests located in Lubbock and Saginaw, Texas, and Memphis, Tennessee, to Ergon for a purchase price of \$90.0 million.

Crude Oil Terminalling Services - A contango crude oil curve tends to favor the crude oil storage business as crude oil marketers are incentivized to store crude oil during the current month and sell into a future month. From March of 2016 through February of 2020, the crude oil curve had generally been in a shallow contango or backwardation. In shallow contango or backwardated markets there is no clear incentive for marketers to store crude oil. Despite the shallow contango curve, we have seen increased activity and interests from customers that are regularly turning over their volumes by blending various crude grades and delivering it out of the terminal or customers utilizing the storage for more operational purposes for their downstream operations. As a result of this change in demand factors for Cushing storage, along with the forward price curve moving to a deeper contango in March of 2020, we anticipate a significant increase in demand, which has the potential to affect the volumes, rates and term lengths of our recontracting efforts.

Crude Oil Pipeline Services - Crude oil pipeline transportation, while potentially influenced by the shape of the crude oil market curve, is typically impacted more by overall drilling activity. From April 2016 to July 2018, a portion of our Oklahoma system was out of service, which reduced transportation capacity by approximately 20,000 Bpd. In July 2018, we were able to restore service to that portion of pipeline. The ability to fully utilize the capacity of the system may be impacted by the market price of crude oil and producers' decisions to increase or decrease production in the areas we serve.

During the past two years, we increased our internal crude oil marketing operations activities with the objective of increasing the overall utilization of our Oklahoma crude oil pipeline system. Typically, the volume of crude oil we purchase in a given month will be sold in the same month. However, we have market price exposure for inventory that is carried over month-to-month as well as pipeline linefill we maintain. Since our pipeline tariffs require shippers to carry their share of linefill, our crude oil marketing operations, as a shipper, also carries linefill. We may also be exposed to price risk with respect to the differing qualities of crude oil we transport and our ability to effectively blend them to market specifications.

Operating margin in our crude oil pipeline segment was negative for 2018, and in December 2018, we evaluated our pipeline system for impairment and recorded an impairment expense of \$40.7 million.

On May 10, 2018, we, together with affiliates of Ergon and Kingfisher Midstream, LLC ("Kingfisher Midstream"), a subsidiary of Alta Mesa Resources, Inc., announced the execution of definitive agreements to form Cimarron Express Pipeline, See Note 12 to our consolidated financial statements for discussion on the cancellation of this project.

Crude Oil Trucking Services - Crude oil trucking, while potentially influenced by the shape of the crude oil forward price curve, is typically impacted more by overall drilling activity and the ability to have the appropriate level of assets located properly to efficiently move the barrels to delivery points for customers.

On April 24, 2018, we sold our producer field services business, which has been historically reported within the crude oil trucking services segment, and received cash proceeds at closing of approximately \$3.0 million and recorded a gain of \$0.4 million.

Recent Events

A time line of certain recent events is set forth below.

- In January 2020, Ergon called the Put related to Cimarron Express Pipeline, and we paid the \$12.2 million liability in full.
- On September 5, 2019, the management committee of Cimarron Express met and voted to terminate the project pipeline, wind up the business of Cimarron Express, distribute to its members the cash and assets of Cimarron Express, and thereafter dissolve the company.
- In December 2018, we evaluated our pipeline system for impairment and recorded an impairment expense of \$40.7 million. We also recorded, on a push-down basis, an impairment expense of \$10.0 million related to Ergon's investment in Cimarron Express (see Note 12 to our consolidated financial statements for additional information related to this impairment expense).
- On July 12, 2018, we sold certain asphalt facilities, storage tanks and related real property, contracts, permits, assets and other interests located in Lubbock and Saginaw, Texas and Memphis, Tennessee to Ergon for a purchase price of \$90.0 million, subject to customary adjustments.
- On June 28, 2018, the credit agreement was amended to, among other things, reduce the revolving loan facility from \$450.0 million to \$400.0 million and raise the maximum permitted consolidated total leverage ratio for 2018 and 2019.
- On April 24, 2018, the Partnership sold its producer field services business. The Partnership received cash proceeds at closing of approximately \$3.0 million and recorded a gain of \$0.4 million. The sale of the producer field services business does not qualify as discontinued operations as it does not represent a strategic shift that will have a major effect on the Partnership's operations or financial results.
- On March 7, 2018, we acquired an asphalt facility located in Oklahoma from a third party for \$22.0 million.

Our Revenues

Our revenues consist of (i) terminalling revenues, (ii) gathering and transportation revenues, (iii) product sales revenues and (iv) fuel surcharge revenues. During the year ended December 31, 2019, we derived approximately \$36.5 million of our revenues from services we provided to related parties, with \$36.2 million and \$0.3 million attributable to Ergon and Cimarron Express, respectively.

Terminalling revenues consist of (i) storage service fees resulting from short-term and long-term contracts for committed space that may or may not be utilized by the customer in a given month; and (ii) terminal throughput service charges to pump crude oil to connecting carriers or to deliver asphalt product out of our terminals. Terminal throughput service charges are recognized as the crude oil or asphalt product is delivered out of our terminal. Storage service revenues are recognized as the services are provided on a monthly basis. We earn terminalling revenues in two of our segments: (i) asphalt terminalling services and (ii) crude oil terminalling services.

As of March 23, 2020, we have leases and terminalling agreements for all of our 53 asphalt facilities, including 23 facilities under contract with Ergon. These agreements have, based on a weighted average by remaining fixed revenue, approximately 4.7 years remaining under their terms. One agreement expires at the end of 2020, and the remaining agreements expire at varying times thereafter, through 2026. We operate the asphalt facilities pursuant to terminalling agreements while our contract counterparties operate the asphalt facilities that are subject to lease agreements.

As of March 23, 2020, we have approximately 5.5 million barrels of crude oil storage under service contracts, including 3.3 million barrels of crude oil storage contracts that expire in 2020. The remaining terms on the service contracts that extend beyond 2020 range from 15 months to 21 months. Storage contracts with Vitol represent 2.9 million barrels of crude oil storage capacity under contract.

Gathering and transportation services revenues consist of service fees recognized for the gathering of crude oil for our customers and the transportation of crude oil to refiners, to common carrier pipelines for ultimate delivery to refiners or to terminalling facilities owned by us and others. Revenue for the gathering and transportation of crude oil is recognized when the service is performed and is based upon regulated and non-regulated tariff rates and the related transport volumes. We earn gathering and transportation revenues in two of our segments: (i) crude oil pipeline services and (ii) crude oil trucking services.

The following is a summary of our average gathering and transportation volumes for the periods indicated (in thousands of barrels per day):

	Year Ended December 31,		Variance	
	2018	2019	Favorable/(Unfavorable)	
Average pipeline throughput volume	25	28	3	12%
Average trucking transportation volume	27	26	(1)	(4)%

In July 2018, we restored service on an out-of-service portion of our Oklahoma system, increasing the transportation capacity of the pipeline system by approximately 20,000 Bpd. See *Crude oil pipeline services segment* within our results of operations discussion for additional detail. Vitol accounted for 36% and 33% of volumes transported in 2018 and 2019, respectively.

Product sales revenues are comprised of (i) revenues recognized for the sale of crude oil to our customers that we purchase at production leases and (ii) revenue recognized in buy/sell transactions with our customers. Product sales revenue is recognized for products upon delivery and when the customer assumes the risks and rewards of ownership. We earn product sales revenue in our crude oil pipeline services operating segment.

Fuel surcharge revenues are comprised of revenues recognized for the reimbursement of fuel and power consumed to operate our asphalt facilities. We recognize fuel surcharge revenues in the period in which the related fuel and power expenses are incurred.

Our Expenses

Operating expenses decreased by 9% in 2019 as compared to 2018. This decrease is primarily attributable to the sale of the field services business in April 2018 and three asphalt facilities to Ergon in July 2018, as well as a decrease in depreciation due to certain other asphalt assets reaching the end of their depreciable lives. These decreases were offset by increases related to the asphalt facility acquired in March 2018. General and administrative expenses decreased by 12% in 2019 as compared to 2018. The decrease is primarily due to activity related to a payment made in 2018 to a fraudulent bank account due to a compromise of the vendor's email system as originally disclosed in the 2018 Form 10-K. In 2018, we recognized expense for the \$0.9 million payment, and in 2019 we received a \$0.5 million settlement that decreased expense. Compensation expense also decreased due to changes in personnel. Our interest expense decreased by \$0.9 million in 2019 as compared to 2018. See Interest expense within our results of operations discussion for additional detail regarding the factors that contributed to the increase in interest expense in 2019.

Income Taxes

As part of the process of preparing the consolidated financial statements, we are required to estimate the federal and state income taxes in each of the jurisdictions in which our subsidiary that is taxed as a corporation operates. This process involves estimating the actual current tax exposure together with assessing temporary differences resulting from differing treatment of items, such as depreciation, for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in our consolidated balance sheets. We must then assess, using all available positive and negative evidence, the likelihood that the deferred tax assets will be recovered from future taxable income. If we believe that recovery is not likely, we must establish a valuation allowance. To the extent we establish a valuation allowance or increase or decrease this allowance in a period, we must include an expense or reduction of expense within the tax provisions in the consolidated statements of operations.

Under *ASC 740 – Accounting for Income Taxes*, an enterprise must use judgment in considering the relative impact of negative and positive evidence. The weight given to the potential effect of negative and positive evidence should be commensurate with the extent to which it can be objectively verified. The more negative evidence that exists (a) the more positive evidence is necessary and (b) the more difficult it is to support a conclusion that a valuation allowance is not needed for some portion, or all of the deferred tax asset. Among the more significant types of evidence that we consider are:

- taxable income projections in future years;
- future revenue and operating cost projections that will produce more than enough taxable income to realize the deferred tax asset based on existing service rates and cost structures; and
- our earnings history exclusive of the loss that created the future deductible amount coupled with evidence indicating that the loss is an aberration rather than a continuing condition.

Based on the consideration of the above factors for our subsidiary that is taxed as a corporation for purposes of determining the likelihood of realizing the benefits of the deferred tax assets, we have provided a full valuation allowance against our deferred tax asset as of December 31, 2019.

Our Assets and Services

Our network of assets provides our customers the flexibility to access multiple points for the receipt and delivery of crude oil and the terminalling of liquid asphalt and crude oil. Our operations have limited direct exposure to changes in liquid asphalt and crude oil prices, but the volumes of liquid asphalt and crude oil we terminal, gather, market or transport are affected by commodity prices. We generate revenues by charging a fee for services provided at each transportation stage as crude oil is shipped from its origin at the wellhead to destination points such as the Cushing Interchange, to refineries in Oklahoma, Kansas and Texas or to pipelines and by charging a fee for services provided for the terminalling of liquid asphalt and crude oil.

- **Asphalt Terminalling Services.** Our 53 asphalt facilities are located in 26 states and are well-positioned to provide asphalt terminalling services in the market areas they serve throughout the continental United States. With our approximately 8.8 million barrels of total liquid asphalt storage capacity, we are able to provide our customers the ability to effectively manage their liquid asphalt inventories while allowing significant flexibility in their processing and marketing activities. We currently have terminalling contracts or leases with customers for all of our 53 asphalt facilities.
- **Crude oil terminalling assets and services.** We provide crude oil terminalling services at our terminalling facility located in Oklahoma. We currently own and operate approximately 6.6 million barrels of storage capacity at our terminal in Cushing, Oklahoma. Our Cushing terminal is strategically located within the Cushing Interchange, one of the largest crude oil marketing hubs in the United States and the designated point of delivery specified in all NYMEX crude oil futures contracts. Our terminal has the capacity to receive or deliver approximately 10.0 million barrels of crude oil per month. We also own approximately 50 acres of additional land within the Cushing Interchange where we can develop additional storage capacity.
- **Crude oil pipeline assets and services.** We currently own and operate one pipeline system. Our Mid-Continent pipeline system, which is located in Oklahoma, consists of a combined length of approximately 611 miles of pipelines that gather crude oil for our customers and transport it to refiners, to common carrier pipelines for ultimate delivery to refiners or to terminalling facilities owned by us and others.
- **Crude oil trucking services.** In addition to our pipelines, we use our 63 owned or leased tanker trucks to gather crude oil in Oklahoma, Kansas and Texas for our customers at remote wellhead locations generally not connected to pipeline and gathering systems and transport the crude oil to aggregation points and storage facilities located along pipeline gathering and transportation systems.

Factors That Will Significantly Affect Our Results

Commodity Prices. Although our current operations (other than our crude oil marketing activities conducted in our crude oil pipeline services segment) have limited direct exposure to commodity prices, the volumes of liquid asphalt and crude oil we terminal, gather or transport are affected by commodity prices. Petroleum product prices may be contango (future prices higher than current prices) or backwardated (future prices lower than current prices) depending on market expectations for future supply and demand. Our terminalling services benefit most from an increasing price environment, when a premium is placed on storage, and our gathering and transportation services benefit most from a declining price environment, when a premium is placed on prompt delivery.

Volumes. Our results of operations are dependent upon the volumes of liquid asphalt we terminal and crude oil we terminal, gather and transport. An increase or decrease in the production of crude oil from the oil fields served by our pipelines or an increase or decrease in the demand for crude oil in the areas served by our pipelines and terminal facilities will have a corresponding effect on the volumes we terminal, gather or transport. The production and demand for liquid asphalt and crude oil are driven by many factors, including the price of crude oil.

Acquisition Activities. We may pursue acquisition opportunities. These acquisition efforts may involve assets that, if acquired, would have a material effect on our financial condition, results of operations and cash flows. We can give no assurance that any such acquisition efforts will be successful or that any such acquisition will be completed on terms ultimately favorable to us.

Organic Expansion Activities. We may pursue opportunities to expand our existing asset base and consider constructing additional assets in strategic locations. The construction of additions or modifications to our existing assets and the construction of new assets involve numerous regulatory, environmental, political, legal and operational uncertainties beyond our control and may require the expenditure of significant amounts of capital.

Distributions to our Unitholders. We may make distributions to holders of our Preferred Units and common units as well as to our General Partner. To the extent that substantially all of our cash generated by our operations is used to make such distributions, we expect that we will rely upon external financing sources, including commercial bank borrowings and other debt and equity issuances, to fund our acquisition and expansion capital expenditures, as well as our working capital needs.

Ergon Agreements

Twenty-three of our asphalt facilities are contracted to Ergon under multiple agreements. Service revenues under these agreements are primarily based on contracted monthly fees under the applicable agreement at rates, which we believe are fair and reasonable to us and our unitholders and are comparable with the rates we charge third parties. Agreements for eight of the facilities expire on October 4, 2023, and agreements for the remaining 15 facilities expire on December 31, 2025. We may not be able to extend, renegotiate or replace these contracts when they expire and the terms of any renegotiated contracts may not be as favorable as the contracts they replace. The Board's conflicts committee reviewed and approved these agreements in accordance with our procedures for approval of related-party transactions and the provisions of the partnership agreement. For the years ended December 31, 2018 and 2019, we recognized revenues of \$48.0 million and \$36.1 million, respectively, for services provided to Ergon under these agreements.

Results of Operations

Non-GAAP Financial Measures

To supplement our financial information presented in accordance with GAAP, management uses additional measures that are known as "non-GAAP financial measures" in its evaluation of past performance and prospects for the future. The primary measure used by management is operating margin excluding depreciation and amortization.

Management believes that the presentation of this additional financial measure provides useful information to investors regarding our performance and results of operations because this measure, when used in conjunction with related GAAP financial measures, (i) provides additional information about our core operating performance and ability to generate and distribute cash flow; (ii) provides investors with the financial analytical framework upon which management bases financial, operational, compensation and planning decisions; and (iii) presents measurements that investors, rating agencies and debt holders have indicated are useful in assessing us and our results of operations. This additional financial measure is reconciled to the most directly comparable measures as reported in accordance with GAAP, and should be viewed in addition to, and not in lieu of, our consolidated financial statements and footnotes.

The table below summarizes our financial results for the years ended December 31, 2018 and 2019, and presents a reconciliation of our non-GAAP financial measure reconciled to the most directly comparable GAAP measure:

Operating Results (dollars in thousands)	Year ended December 31,		Favorable/(Unfavorable) 2018-2019	
	2018	2019	\$	%
Operating margin, excluding depreciation and amortization				
Asphalt terminalling services operating margin	\$ 66,327	\$ 60,360	\$ (5,967)	(9)%
Crude oil terminalling services operating margin	8,778	11,765	2,987	34%
Crude oil pipeline services operating margin	(3,604)	3,298	6,902	192%
Crude oil trucking services operating margin	(442)	410	852	193%
Total operating margin, excluding depreciation and amortization	71,059	75,833	4,774	7%
Depreciation and amortization	29,359	25,533	3,826	13%
General and administrative expense	15,995	14,095	1,900	12%
Asset impairment expense	53,068	2,476	50,592	95%
Gain on sale of assets	(149)	(453)	304	204%
Operating income (loss)	(27,214)	34,182	61,396	226%
Other income (expenses):				
Other income	-	268	268	N/A
Gain on sale of unconsolidated affiliate	2,225	-	(2,225)	(100)%
Interest expense	(16,860)	(15,975)	885	5%
Provision for income taxes	(198)	(63)	135	68%
Net income (loss)	\$ (42,047)	\$ 18,412	\$ 60,459	144%

Total operating margin excluding depreciation and amortization increased 7% from 2018 to 2019. Asphalt terminalling services operating margin decreased \$6.0 million, or 9%, from 2018 to 2019 as a result of the sale of three asphalt facilities to Ergon in July 2018. This decrease was offset by increases in our other operating segments. The increase in our crude oil terminalling services operating margin is primarily due to an increase in rented storage capacity. Margins in our crude oil pipeline services segment reflect the recovery of throughput volumes since the restoration of a portion of our Oklahoma system in July 2018, on which we had suspended service in April 2016 due to the discovery of a pipeline exposure on a riverbed in southern Oklahoma. In addition, an \$0.8 million sale of crude oil product accumulated over time through customer loss allowance deductions for the year ended December 31, 2019, also contributed to the increased margin in our crude oil pipeline services segment; there were no such sales in the same period in 2018. Crude oil trucking services operating margin, excluding depreciation and amortization, improved for the year ended December 31, 2019, due to improved rates beginning in the fourth quarter of 2018 and longer length of hauls transported.

A more detailed analysis of changes in operating margin by segment follows.

Analysis of Operating Segments

Asphalt terminalling services segment

Our asphalt terminalling services segment operations generally consist of fee-based activities associated with providing terminalling services, including storage, blending, processing and throughput services, for liquid asphalt. Revenue is generated through operating lease contracts and storage contracts, throughput and handling contracts.

The following table sets forth our operating results from our asphalt terminalling services segment for the periods indicated:

Operating results (dollars in thousands)	Year ended December 31,		Favorable/(Unfavorable) 2018-2019	
	2018	2019	\$	%
Service revenue:				
Third-party revenue	\$ 26,108	\$ 28,689	\$ 2,581	10%
Related-party revenue	21,686	15,787	(5,899)	(27)%
Lease revenue:				
Third-party revenue	41,319	41,712	393	1%
Related-party revenue	25,961	20,443	(5,518)	(21)%
Product sales revenue:				
Related-party revenue	482	-	(482)	(100)%
Total revenue	115,556	106,631	(8,925)	(8)%
Operating expense, excluding depreciation and amortization	49,229	46,271	2,958	6%
Operating margin, excluding depreciation and amortization	<u>\$ 66,327</u>	<u>\$ 60,360</u>	<u>\$ (5,967)</u>	(9)%

The following is a discussion of items impacting our asphalt terminalling services segment operating margin for the periods indicated:

- Overall revenues decreased for the year ended December 31, 2019, as compared to the year ended December 31, 2018 due to the sale of three asphalt facilities to Ergon in July 2018.
- Operating expenses in 2019 decreased as compared to 2018 due to the sale of the three asphalt facilities in July 2018, which were offset by increased compensation expense and maintenance and repair expense.

Crude oil terminalling services segment

Our terminalling services segment operations generally consist of fee-based activities associated with providing terminalling services, including storage, blending, processing and throughput services, for crude oil. Revenue is generated through short- and long-term storage contracts.

The following table sets forth our operating results from our crude oil terminalling services segment for the periods indicated:

Operating Results (dollars in thousands)	Year ended December 31,		Favorable/(Unfavorable) 2018-2019	
	2018	2019	\$	%
Service revenue:				
Third-party revenue	\$ 11,928	\$ 15,365	\$ 3,437	29%
Intersegment revenue	704	931	227	32%
Lease revenue:				
Third-party revenue	45	-	(45)	(100)%
Total revenue	12,677	16,296	3,619	29%
Operating expense, excluding depreciation and amortization	3,899	4,531	(632)	(16)%
Operating margin, excluding depreciation and amortization	<u>\$ 8,778</u>	<u>\$ 11,765</u>	<u>\$ 2,987</u>	34%
Average crude oil storage contracted per month at our Cushing terminal (in thousands of barrels)	4,098	5,644	1,546	38%
Average crude oil delivered to our Cushing terminal (in thousands of barrels per day)	48	80	32	67%

The following is a discussion of items impacting our crude oil terminalling services segment operating margin for the periods indicated:

- Total revenues for 2019 increased compared to 2018 primarily due to an increase in rented storage capacity and crude oil delivered through the terminal.
- The increase in operating expenses, excluding depreciation and amortization, from 2018 to 2019 is primarily related to increased utility expenses and an increase in maintenance and repair expenses.
- As of March 23, 2020, we have approximately 5.5 million barrels of crude oil storage under service contracts, including 3.3 million barrels of crude oil storage contracts that expire in 2020. The remaining terms on the service contracts that extend beyond 2020 range from 15 months to 21 months. Storage contracts with Vitol represent 2.9 million barrels of crude oil storage capacity under contract.

Crude oil pipeline services

Our crude oil pipeline services segment operations include both service and product sales revenue. Service revenue generally consists of tariffs and other fees associated with transporting crude oil products on pipelines. Product sales revenue is comprised of (i) revenues recognized for the sale of crude oil to our customers that we purchase at production leases and (ii) revenue recognized in buy/sell transactions with our customers. Product sales revenue is recognized for products upon delivery and when the customer assumes the risks and rewards of ownership.

The following table sets forth our operating results from our crude oil pipeline services segment for the periods indicated:

Operating Results (dollars in thousands)	Year ended December 31,		Favorable/(Unfavorable) 2018-2019	
	2018	2019	\$	%
Service revenue:				
Third-party revenue	\$ 6,396	\$ 6,691	\$ 295	5%
Related-party revenue	445	266	(179)	(40)%
Lease revenue:				
Third-party revenue	484	-	(484)	(100)%
Product sales revenue:				
Third-party revenue	235,428	231,051	(4,377)	(2)%
Total revenue	242,753	238,008	(4,745)	(2)%
Operating expense, excluding depreciation and amortization	11,828	10,743	1,085	9%
Operating expense (intersegment)	5,284	6,486	(1,202)	(23)%
Cost of product sales	126,776	83,319	43,457	34%
Related-party cost of product sales	102,469	134,162	(31,693)	(31)%
Operating margin, excluding depreciation and amortization	\$ (3,604)	\$ 3,298	\$ 6,902	192%
Pipeline transportation services average throughput volume (in thousands of barrels per day)	25	28	3	12%
Crude oil marketing volumes (in thousands of barrels per day)	10	11	1	10%

The following is a discussion of items impacting our crude oil pipeline services segment operating margin for the periods indicated:

- In July 2018, we restored service on the second Oklahoma pipeline that had been out of service since April 2016 due to a pipeline exposure on a riverbed in southern Oklahoma. This restored our transportation capacity to the full 50,000 barrels per day.
- Total throughput volumes increased for 2019 as compared to 2018 due to both increased crude oil marketing activities and the restored service on the Oklahoma pipeline system. In addition to the increase in volume, operating margins were positively impacted by improved margins on the crude oil marketing activities. Throughput volumes related to the crude oil marketing business were approximately 40% total throughput for both the years ended December 31, 2018 and 2019. The service revenue for this activity associated with pipeline tariffs is eliminated on an intrasegment basis. Our crude oil pipeline recognized \$5.2 million and \$6.0 million in intrasegment service revenue in the years ended December 31, 2018 and, 2019, respectively, that is not reflected in revenues in the table above. The changes in product sales revenues, intersegment operating expense, and related-party and third-party cost of product sales are all due to changes in our crude oil marketing business.

Crude oil trucking services

On April 24, 2018, the Partnership sold the producer field services business. As a result of the sale of the producer field services business, the Partnership changed the name of the crude oil trucking and producer field services operating segment to crude oil trucking services during the second quarter of 2018. Our crude oil trucking services segment operations generally consist of fee-based activity associated with transporting crude oil products on trucks. Revenues are generated primarily through transportation fees.

The following table sets forth our operating results from our crude oil trucking services segment for the periods indicated:

Operating Results (dollars in thousands)	Year ended December 31,		Favorable/(Unfavorable) 2018-2019	
	2018	2019	\$	%
Service revenue:				
Third-party revenue	\$ 14,324	\$ 11,066	\$ (3,258)	(23)%
Intersegment revenue	4,580	5,555	975	21%
Lease revenue:				
Third-party revenue	219	-	(219)	(100)%
Product sales revenue:				
Third-party revenue	10	-	(10)	(100)%
Total revenue	19,133	16,621	(2,512)	(13)%
Operating expense, excluding depreciation and amortization	19,575	16,211	3,364	17%
Operating margin, excluding depreciation and amortization	\$ (442)	\$ 410	\$ 852	193%
Average volume (in thousands of barrels per day)	27	26	(1)	(4)%

The following is a discussion of items impacting our crude oil trucking services segment operating margin for the periods indicated:

- Service revenues decreased for the year ended December 31, 2019, as compared to the year ended December 31, 2018, by \$2.7 million due to the sale of the producer field services business. This decrease was partially offset by an increase in intersegment revenues for services provided to our crude oil pipeline services segment's crude oil marketing business. These volumes transported on an intersegment basis increased from 9,000 barrels per day to 11,000 barrels per day.
- Operating expense, excluding depreciation and amortization, decreased for the year ended December 31, 2019, as compared to the year ended December 31, 2018, by \$2.9 million due to the sale of our producer field services business in April 2018.

Other Income and Expenses

Depreciation and amortization. Depreciation and amortization decreased to \$25.5 million for 2019 compared to \$29.4 million for 2018. The decrease is primarily the result of assets reaching the end of their depreciable lives as well as the sale of three asphalt facilities in July 2018, partially offset by the acquisition of the asphalt facility in March 2018.

General and administrative expense. General and administrative expense was \$14.1 million for the year ended December 31, 2019, compared to \$16.0 million for 2018. The decrease from 2018 to 2019 is primarily due to activity related to a payment made in 2018 to a fraudulent bank account due to a compromise of the vendor's email system as originally disclosed in the 2018 Form 10-K. In 2018, we recognized expense for the \$0.9 million payment, and in 2019 we received a \$0.5 million settlement that decreased expense. Compensation expense also decreased due to changes in personnel.

Asset impairment expense. Asset impairment expense in 2018 and 2019 included \$10.0 million and \$2.2 million, respectively, related to Cimarron Express. See Note 12 to our consolidated financial statements for more information. The year ended December 31, 2019, also included flood-related impairment expense of \$0.3 million. Asset impairment expense in 2018 also included \$40.7 million related to a markdown of our pipeline system to its estimated fair value and \$1.7 million related to an impairment of our pipeline linefill due to the recoverable value of the linefill as indicated by market rates dropping below our historical average cost per barrel. Other impairments in 2019 were comprised primarily of a write-down of an obsolete truck station.

Gain on sale of assets. Gain on sale of assets was \$0.5 million in 2019 and \$0.1 million in 2018. For the year ending December 31, 2019, we sold various surplus assets, including three truck stations, a portion of pipeline linefill, and a 35-mile, standalone portion of the Mid-Continent pipeline system. Proceeds received during the year for these sales were \$5.7 million and resulted in a net gain on sale of assets of \$0.5 million. For the year ending December 31, 2018, a gain of \$0.4 million related to the sale of our field services business in April was offset by losses on the sale of pipeline linefill and the sale and disposal of surplus, used property and equipment.

Other income. Other income for the year ended December 31, 2019, relates to insurance recoveries related to flood damages at certain asphalt facilities.

Gain on sale of unconsolidated affiliate. On April 3, 2017, we sold our investment in Advantage Pipeline, L.L.C. and received cash proceeds at closing from the sale of approximately \$25.3 million, recognizing a gain on sale of unconsolidated affiliate of \$4.2 million. Approximately 10% of the gross sale proceeds were held in escrow, subject to certain post-closing settlement terms and conditions. We received approximately \$1.1 million of the funds held in escrow in August 2017, for which we recognized an additional gain on sale of unconsolidated affiliate during the three months ended September 30, 2017. We received approximately \$2.2 million for the pro rata portion of the remaining net escrow proceeds in January 2018, for which we recognized an additional gain on sale of unconsolidated affiliate during the three months ended March 31, 2018.

Interest expense. Interest expense was \$16.0 million for 2019 compared to \$16.9 million for 2018. Interest expense represents interest on borrowings under our credit agreement, as well as amortization of debt issuance costs and unrealized gains and losses related to the change in fair value of interest rate swaps. The following table presents the significant components of interest expense:

	Year ended December 31,		Favorable/(unfavorable)	
	2018	2019	2018-2019	
			\$	%
Credit agreement interest	\$ 15,749	\$ 14,906	\$ 843	5%
Amortization of debt issuance costs	1,015	1,005	10	1%
Write-off of debt issuance costs	437	-	437	100%
Interest rate swaps interest income	(129)	(40)	(89)	(69)%
(Gain) loss on interest rate swaps mark-to-market	(201)	44	(245)	(122)%
Other	(11)	60	(71)	(645)%
Total interest expense	\$ 16,860	\$ 15,975	\$ 885	5%

Lower weighted average debt outstanding during 2019 as compared to 2018 was partially offset by higher interest rates.

Effects of Inflation

In recent years, inflation has been modest and has not had a material impact upon the results of our operations.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as defined by Item 303 of Regulation S-K.

Liquidity and Capital Resources**Cash Flows and Capital Expenditures**

The following table summarizes our sources and uses of cash for the years ended December 31, 2018 and 2019 (in millions):

	Year ended December 31,	
	2018	2019
Net cash provided by operating activities	\$ 48.8	\$ 49.8
Net cash provided by (used in) investing activities	39.5	(4.3)
Net cash used in financing activities	(89.3)	(46.4)

Operating Activities. Net cash provided by operating activities was \$49.8 million for the year ended December 31, 2019, as compared to \$48.8 million for the year ended December 31, 2018. The increase in cash provided by operating activities is primarily the result of changes in net income as described in *Results of Operations* and in working capital.

Investing Activities. Net cash used in investing activities was \$4.3 million for the year ended December 31, 2019. Net cash used in investing activities included \$8.4 million of proceeds from the sale of assets. Of such proceeds, \$2.6 million related to the December 2018 sale of linefill for which the cash consideration was not received until January 2019. Proceeds were offset by capital expenditures. Capital expenditures for the year ended December 31, 2019, included maintenance capital expenditures of \$8.9 million, net of reimbursable expenditures of \$0.2 million, and expansion capital expenditures of \$3.5 million, net of reimbursable expenditures of \$0.1 million.

Net cash provided by investing activities was \$39.5 million for the year ended December 31, 2018. Net cash provided by investing activities consisted of \$95.8 million of proceeds from the sale of assets, including \$88.5 million related to the three asphalt facilities sold to Ergon and \$2.2 million related to the sale of our investment in Advantage Pipeline. Such proceeds were offset by capital expenditures and acquisitions. Capital expenditures for the year ended December 31, 2018, included maintenance capital expenditures of \$8.7 million, net of reimbursable expenditures of \$0.5 million, and expansion capital expenditures of \$24.8 million, net of reimbursable expenditures of \$0.3 million. Expansion capital expenditures for 2018 included \$13.1 million of crude oil pipeline linefill to support our crude oil marketing business' activities. We also acquired an asphalt facility from a third party for \$22.0 million in 2018.

Financing Activities. Net cash used in financing activities was \$46.4 million for the year ended December 31, 2019, and included net payments under our credit agreement of \$10.0 million and distributions to unitholders of \$34.0 million.

Net cash used in financing activities was \$89.3 million for the year ended December 31, 2018. Financing activities for the year ended December 31, 2018, were primarily comprised of net payments under our credit agreement of \$42.0 million and distributions to unitholders of \$44.7 million.

Our Liquidity and Capital Resources

Cash flows from operations and borrowings under our credit agreement are our primary sources of liquidity. Our ability to borrow funds under our credit agreement may be limited by financial covenants. At December 31, 2019, we had a working capital deficit of \$20.5 million. This is primarily a function of our approach to cash management. At December 31, 2019, we had approximately \$143.4 million of availability under our revolving loan facility, subject to covenant restrictions, which limited our availability to \$60.0 million. On January 3, 2020, we paid Ergon \$12.2 million related to our obligation to purchase Ergon's interest in Cimarron Express (see Note 12 to our consolidated financial statements for more information). After giving effect to this payment, we had approximately \$267.6 million in borrowings outstanding under the credit facility and were not in violation of any of the covenants thereof.

The Partnership has certain financial covenants associated with its credit agreement which include a maximum permitted consolidated total leverage ratio. The consolidated total leverage ratio is assessed quarterly based on the trailing twelve months of EBITDA, as defined in the credit agreement. The maximum permitted consolidated total leverage ratio as of December 31, 2019, is 5.00 to 1.00, and decreases to 4.75 to 1.00 as of March 31, 2020 and thereafter. The Partnership's consolidated total leverage ratio was 4.05 to 1.00 as of December 31, 2019.

Management evaluates whether conditions and/or events raise substantial doubt about the Partnership's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued (the "assessment period"). In performing this assessment, management considered the risk associated with its ongoing ability to meet the financial covenants.

Based on the Partnership's forecasted EBITDA during the assessment period, management believes that it will meet these financial covenants (as described below). However, there are certain inherent risks associated with our continued ability to comply with our consolidated total leverage ratio covenant. These risks relate, among other things, to potential future (a) decreases in storage volumes and rates as well as throughput and transportation rates realized; (b) weather phenomenon that may potentially hinder the Partnership's asphalt business activity; and (c) other items affecting forecasted levels of expenditures and uses of cash resources. Violation of the consolidated total leverage ratio covenant would be an event of default under the credit agreement, which would cause our \$255.6 million in outstanding debt, as of December 31, 2019, to become immediately due and payable. If this were to occur, the Partnership would not expect to have sufficient liquidity to repay these outstanding amounts then due, which could cause the lenders under the credit facility to pursue other remedies. Such remedies could include exercising their collateral rights to the Partnership's assets. Based on our current forecasts, we believe we will be able to comply with the consolidated total leverage ratio during the assessment period. However, we cannot make any assurances that we will be able to achieve our forecasts. If we are unable to achieve our forecasts, further actions may be necessary to remain in compliance with our consolidated total leverage ratio covenant including, but not limited to, cost reductions, common and preferred unitholder distribution curtailments, and/or asset sales. We can make no assurances that we would be successful in undertaking these actions, or that we will remain in compliance with the consolidated total leverage ratio during the assessment period.

Capital Requirements. Our capital requirements consist of the following:

- maintenance capital expenditures, which are capital expenditures made to maintain the existing integrity and operating capacity of our assets and related cash flows further extending the useful lives of the assets; and
- expansion capital expenditures, which are capital expenditures made to expand or to replace partially or fully depreciated assets or to expand the operating capacity or revenue of existing or new assets, whether through construction, acquisition or modification.

The following table breaks out capital expenditures for the years ended December 31, 2018 and 2019 (in thousands):

	Year ended December 31,	
	2018	2019
Acquisitions	\$ 21,959	\$ -
Expansion capital expenditures	\$ 25,157	\$ 3,592
Reimbursable expenditures	(338)	(93)
Net expansion capital expenditures	\$ 24,819	\$ 3,499
Gross Maintenance capital expenditures	\$ 9,239	\$ 9,155
Reimbursable expenditures	(490)	(223)
Net maintenance capital expenditures	\$ 8,749	\$ 8,932

Expansion capital expenditures for the year ended December 31, 2018, included the purchase of \$13.1 million of crude oil pipeline linefill to support our crude oil marketing business' activities. We currently expect our expansion capital expenditures for organic growth projects to be approximately \$2.0 million to \$2.5 million and our maintenance capital expenditures to be approximately \$7.5 million to \$8.0 million, each net of reimbursable expenditures, in 2020. Our sources of liquidity for expansion and maintenance capital expenditures in 2019 were a combination of cash flows from operations and borrowings under our credit agreement, and we expect to use the same sources in 2020.

Our Ability to Grow Depends on Our Ability to Access External Expansion Capital. Our partnership agreement requires that we distribute all of our available cash to our unitholders. Available cash is reduced by cash reserves established by our General Partner to provide for the proper conduct of our business (including for future capital expenditures) and to comply with the provisions of our credit agreement. We may not grow as quickly as businesses that reinvest their available cash to expand ongoing operations because we distribute all of our available cash.

Description of Credit Agreement. On May 11, 2017, we entered into an amended and restated credit agreement. On June 28, 2018, the credit agreement was amended to, among other things, reduce the revolving loan facility from \$450.0 million to \$400.0 million and amend the maximum permitted consolidated total leverage ratio as discussed below.

Our credit agreement is guaranteed by all of our existing subsidiaries. Obligations under our credit agreement are secured by first priority liens on substantially all of our assets and those of the guarantors.

Our credit agreement includes procedures for adding financial institutions as revolving lenders or for increasing the revolving commitment of any currently committed revolving lender, subject to the consent of the new or increasing lenders and an aggregate maximum of \$600.0 million for all revolving loan commitments under our credit agreement.

The credit agreement will mature on May 11, 2022, and all amounts outstanding under our credit agreement shall become due and payable on such date. The credit agreement requires mandatory prepayments of amounts outstanding thereunder with the net proceeds from certain asset sales, property or casualty insurance claims and condemnation proceedings, unless we reinvest such proceeds in accordance with the credit agreement, but these mandatory prepayments will not require any reduction of the lenders' commitments under the credit agreement.

Borrowings under our credit agreement bear interest, at our option, at either the reserve-adjusted eurodollar rate (as defined in the credit agreement) plus an applicable margin which ranges from 2.0% to 3.25% or the alternate base rate (the highest of the agent bank's prime rate, the federal funds effective rate plus 0.5%, and the 30-day eurodollar rate plus 1.0%) plus an applicable margin which ranges from 1.0% to 2.25%.

We pay a per annum fee on all letters of credit issued under the credit agreement, which fee equals the applicable margin for loans accruing interest based on the eurodollar rate, and we pay a commitment fee on the unused commitments under the credit agreement. The applicable margins for the interest rate, the letters of credit fee and the commitment fee vary quarterly based on our consolidated total leverage ratio (as defined in the credit agreement, being generally computed as the ratio of consolidated total debt to consolidated earnings before interest, taxes, depreciation, amortization and certain other non-cash charges).

The credit agreement includes financial covenants which are tested on a quarterly basis, based on the rolling four-quarter period that ends on the last day of each fiscal quarter.

Prior to the date on which we issue qualified senior notes in an aggregate principal amount (when combined with all other qualified senior notes previously or concurrently issued) that equals or exceeds \$200.0 million, the maximum permitted consolidated total leverage ratio is 5.00 to 1.00 for the fiscal quarter ending December 31, 2019; and 4.75 to 1.00 for the fiscal quarter ending March 31, 2020, and each fiscal quarter thereafter; provided that the maximum permitted consolidated total leverage ratio will be 5.25 to 1.00 for certain quarters after December 31, 2019, based on the occurrence of a specified acquisition (as defined in the credit agreement, but generally being an acquisition for which the aggregate consideration is \$15.0 million or more).

From and after the date on which we issue qualified senior notes in an aggregate principal amount (when combined with all other qualified senior notes previously or concurrently issued) that equals or exceeds \$200.0 million, the maximum permitted consolidated total leverage ratio is 5.00 to 1.00; provided that from and after the fiscal quarter ending immediately preceding the fiscal quarter in which a specified acquisition occurs to and including the last day of the second full fiscal quarter following the fiscal quarter in which such acquisition occurred, the maximum permitted consolidated total leverage ratio is 5.50 to 1.00.

The maximum permitted consolidated senior secured leverage ratio (as defined in the credit agreement, but generally computed as the ratio of consolidated total secured debt to consolidated earnings before interest, taxes, depreciation, amortization and certain other non-cash charges) is 3.50 to 1.00, but this covenant is only tested from and after the date on which we issue qualified senior notes in an aggregate principal amount (when combined with all other qualified senior notes previously or concurrently issued) that equals or exceeds \$200.0 million.

The minimum permitted consolidated interest coverage ratio (as defined in the credit agreement, but generally computed as the ratio of consolidated earnings before interest, taxes, depreciation, amortization and certain other non-cash charges to consolidated interest expense) is 2.50 to 1.00.

In addition, the credit agreement contains various covenants that, among other restrictions, limit our ability to:

- create, issue, incur or assume indebtedness;
- create, incur or assume liens;
- engage in mergers or acquisitions;
- sell, transfer, assign or convey assets;
- repurchase the Partnership's equity, make distributions to unitholders and make certain other restricted payments;
- make investments;
- modify the terms of certain indebtedness, or prepay certain indebtedness;
- engage in transactions with affiliates;
- enter into certain hedging contracts;
- enter into certain burdensome agreements;
- change the nature of the Partnership's business; and
- make certain amendments to the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership (the "Partnership's partnership agreement").

At December 31, 2019, our consolidated total leverage ratio was 4.05 to 1.00 and our consolidated interest coverage ratio was 4.24 to 1.00. We were in compliance with all covenants of our credit agreement as of December 31, 2019.

The credit agreement permits us to make quarterly distributions of available cash (as defined in our partnership agreement) to unitholders so long as no default or event of default exists under the credit agreement on a pro forma basis after giving effect to such distribution. We are currently allowed to make distributions to our unitholders in accordance with this covenant; however, we will only make distributions to the extent we have sufficient cash from operations after establishment of cash reserves as determined by the General Partner in accordance with our cash distribution policy, including the establishment of any reserves for the proper conduct of our business.

In addition to other customary events of default, the credit agreement includes an event of default if:

- (i) our General Partner ceases to own 100% of our general partner interest or ceases to control us;
- (ii) Ergon ceases to own and control 50.0% or more of the membership interests of our General Partner; or
- (iii) during any period of 12 consecutive months, a majority of the members of the Board of our General Partner ceases to be composed of individuals:
 - (A) who were members of the Board on the first day of such period;
 - (B) whose election or nomination to the Board was approved by individuals referred to in clause (A) above constituting at the time of such election or nomination at least a majority of the Board; or
 - (C) whose election or nomination to the Board was approved by individuals referred to in clauses (A) and (B) above constituting at the time of such election or nomination at least a majority of the Board, provided that any changes to the composition of individuals serving as members of the Board approved by Ergon will not cause an event of default.

If an event of default relating to bankruptcy or other insolvency events occurs with respect to our General Partner or us, all indebtedness under our credit agreement will immediately become due and payable. If any other event of default exists under our credit agreement, the lenders may accelerate the maturity of the obligations outstanding under our credit agreement and exercise other rights and remedies. In addition, if any event of default exists under our credit agreement, the lenders may commence foreclosure or other actions against the collateral.

If any default occurs under our credit agreement, or if we are unable to make any of the representations and warranties in our credit agreement, we will be unable to borrow funds or have letters of credit issued under our credit agreement.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements. We prepared these consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. As such, we are required to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the periods presented. We based our estimates on historical experience, available information and various other assumptions we believe to be reasonable under the circumstances. On an ongoing basis, we evaluate our estimates; however, actual results may differ from these estimates under different assumptions or conditions. The accounting policies that we believe require our most difficult, subjective or complex judgments and are the most critical to our reporting of results of operations and financial position are as follows:

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosure of contingencies. Management makes significant estimates including: (1) allowance for doubtful accounts receivable; (2) estimated useful lives of assets, which impacts depreciation; (3) estimated cash flows and fair values inherent in impairment tests; (4) accruals related to revenues and expenses; (5) the estimated fair value of financial instruments; and (6) liability and contingency accruals. Although management believes these estimates are reasonable, actual results could differ from these estimates.

Property, Plant and Equipment. Property, plant and equipment are recorded at cost. Expenditures for maintenance and repairs that do not add capacity or extend the useful life of an asset are expensed as incurred. The carrying value of the assets is based on estimates, assumptions and judgments relative to useful lives and salvage values. As assets are disposed of or sold, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in operating income in the consolidated statements of operations.

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 and abandonment requirements, economic conditions and supply and demand in the area. When assets are put into service, we make estimates with respect to useful lives and salvage values that we believe to be reasonable. However, subsequent events could cause us to change our estimates, thus impacting the future calculation of depreciation and amortization. The estimated useful lives of our asset groups are as follows:

Asset Group	Estimated Useful Lives (Years)
Land improvements	10-20
Pipelines and facilities	5-30
Storage and terminal facilities	10-35
Transportation equipment	3-10
Office property and equipment and other	3-30

We capitalize certain costs directly related to the construction of assets, including interest and engineering costs. Upon disposition or retirement of property, plant and equipment, any gain or loss is included in operating income in the consolidated statements of operations.

We have contractual obligations to perform dismantlement and removal activities in the event that some of our assets are abandoned. These obligations include varying levels of activity, including completely removing the assets and returning the land to its original state. We have determined that the settlement dates related to the retirement obligations are indeterminate. The assets with indeterminate settlement dates have been in existence for many years and with regular maintenance will continue to be in service for many years to come. In addition, it is not possible to predict when demands for our services will cease, and we do not believe that such demand will cease for the foreseeable future. Accordingly, we believe the date when these assets will be abandoned is indeterminate. With no reasonably determinable abandonment date, we cannot reasonably estimate the fair value of the associated asset retirement obligations. We believe that if our asset retirement obligations were settled in the foreseeable future the potential cash flows that would be required to settle the obligations based on current costs are not material. We will record asset retirement obligations for these assets in the period in which sufficient information becomes available for us to reasonably determine the settlement dates.

Impairment of Long-Lived Assets. Long-lived assets with recorded values that are not expected to be recovered through future cash flows are written down to estimated fair value. Assets are tested for impairment when events or circumstances indicate that their carrying values may not be recoverable. The carrying value of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If the carrying value exceeds the sum of the undiscounted cash flows, an impairment loss equal to the amount the carrying value exceeds the fair value of the asset is recognized. Fair value is generally determined from estimated discounted future net cash flows.

Goodwill. Goodwill represents the excess of the cost of acquisitions over the amounts assigned to assets acquired and liabilities assumed. Goodwill is not amortized, but is tested annually for impairment and when events and circumstances warrant an interim evaluation. Goodwill is tested for impairment at a level of reporting referred to as a reporting unit. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to be impaired. The impairment test is generally based on the estimated discounted future net cash flows of the respective reporting unit, utilizing discount rates and other factors in determining the fair value of the reporting unit. Inputs in the Partnership's estimated discounted future net cash flows include existing and estimated future asset utilization, estimated growth rates in future cash flows and estimated terminal values. No impairment expense was recorded in 2018 or 2019.

Recent Accounting Pronouncements

For information regarding recent accounting developments that may affect our future financial statements, see Note 21 to our consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

As a smaller reporting company, we are not required to provide the information required by Item 7A.

Item 8. Financial Statements and Supplementary Data.

Our consolidated financial statements, together with the report of our independent registered public accounting firm PricewaterhouseCoopers LLP, are set forth on pages F-1 through F-28 of this report and are incorporated herein by reference.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of disclosure controls and procedures. Our General Partner's management, including the Chief Executive Officer and Chief Financial Officer, the principal executive officer and principal financial officer, respectively, of our General Partner, evaluated as of the end of the period covered by this report, the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer of our General Partner concluded that our disclosure controls and procedures were effective as of December 31, 2019.

Management's Report on Internal Control Over Financial Reporting. Our General Partner's management is responsible for establishing and maintaining adequate internal control over financial reporting. Our General Partner's management, including the Chief Executive Officer and Chief Financial Officer of our General Partner, conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on its evaluation under the framework in *Internal Control - Integrated Framework*, our management concluded that our internal control over financial reporting was effective as of December 31, 2019.

Changes in internal control over financial reporting. There were no changes to our internal control over financial reporting that occurred during the three months ended December 31, 2019, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Our General Partner manages our operations and activities. Our General Partner is not elected by our unitholders and will not be subject to re-election on a regular basis in the future. The directors of our General Partner oversee our operations. Unitholders are not entitled to elect the directors of our General Partner or directly or indirectly participate in our management or operations. Our General Partner owes a limited fiduciary duty to our unitholders. Our General Partner will be liable, as general partner, for all of our debts (to the extent not paid from our assets), except for indebtedness or other obligations that are made specifically nonrecourse to it. Our General Partner, therefore, may cause us to incur indebtedness or other obligations that are nonrecourse to it. Borrowings under our existing credit facility are nonrecourse to our General Partner.

Directors and Executive Officers

The Board currently consists of W. R. "Lee" Adams (affiliated with Ergon), Edward D. Brooks (affiliated with Ergon), Joel D. Pastorek (affiliated with Ergon), Robert H. Lampton (affiliated with Ergon), William W. Lampton (affiliated with Ergon), Duke R. Ligon (an independent director), Steven M. Bradshaw (an independent director) and John A. Shapiro (an independent director). Mr. Ligon serves as the Chairman of the Board, the chairman of the audit committee and a member of the compensation committee and the conflicts committee of the Board. Mr. Bradshaw serves as the chairman of the conflicts committee and a member of the compensation committee and the audit committee of the Board. Mr. Shapiro serves as the chairman of the compensation committee and a member of the conflicts committee and the audit committee of the Board.

The following table shows information regarding the current directors and executive officers of our General Partner as of March 23, 2020.

Name	Age	Position with Blueknight Energy Partners G.P., L.L.C.
Mark A. Hurley	61	Chief Executive Officer
D. Andrew Woodward	37	Chief Financial Officer
Joel W. Kanvik	50	Chief Legal Officer and Secretary
Michael McLanahan	37	Chief Accounting Officer
Jeffery A. Speer	53	Chief Operating Officer
Duke R. Ligon	78	Director, chairman of the Board and audit committee
Steven M. Bradshaw	71	Director, chairman of the conflicts committee
John A. Shapiro	68	Director, chairman of the compensation committee
W.R. "Lee" Adams	51	Director
Edward D. Brooks	37	Director
Joel D. Pastorek	37	Director
Robert H. Lampton	59	Director
William W. Lampton	64	Director

Our directors hold office until the earlier of their death, resignation, removal or disqualification or until their successors have been elected and qualified. Officers serve at the discretion of the Board. Robert H. Lampton and William W. Lampton are brothers. There are no other family relationships between officers and directors.

Mark A. Hurley became the Chief Executive Officer of our General Partner in September 2012. Mr. Hurley served as the Senior Vice President, Crude Oil and Offshore of Enterprise Products, LLC from 2010 to 2012, where he led the newly formed crude oil and offshore business segment. Mr. Hurley began his career at Shell, where he served from 1981 to 2009, lastly as President of Shell Pipeline Co., LP. Mr. Hurley received his Bachelor of Science in chemical engineering from North Carolina State University.

D. Andrew Woodward became the Chief Financial Officer of our General Partner in April 2019. Mr. Woodward has substantial financial experience across investment banking, corporate development, and corporate finance within the energy and midstream industry. Mr. Woodward previously served as Vice President, Finance and Treasurer of Andeavor Logistics (NYSE: ANDX), where he was appointed by its board of directors to be the principal financial officer. Prior to this appointment, he led investor relations for ANDX and started his career with Andeavor, now Marathon Petroleum, in corporate development leading valuation, structuring and economic analysis on corporate and asset transactions. Before joining Andeavor, Mr. Woodward served as Vice President at RBC Capital Markets within its energy investment banking group where he advised on numerous large scale mergers and acquisitions and capital markets transactions. Mr. Woodward received his Bachelor of Arts in economics and philosophy from Colorado College and his Master of Business Administration from the University of Texas at Austin.

Joel W. Kanvik has served as Chief Legal Officer of our General Partner since November 2016 and as Secretary since September 2018. Mr. Kanvik previously served as the Director of U.S. Law and Assistant Secretary for Enbridge Energy Company, Inc., which he joined in January 2001. He provided legal and business counsel to a family of corporations/limited partnerships, including the development and execution for large-scale construction/acquisition projects, mergers and acquisitions, contracts and licenses, intellectual property, litigation management and corporate governance. Mr. Kanvik received his Bachelor of Arts in political science from Northwestern University and his Juris Doctor from the University of Wisconsin.

Michael McLanahan has served as the Chief Accounting Officer of our General Partner since April 2019. Mr. McLanahan previously served the Partnership in various accounting roles, including the Corporate Controller, and prior to joining the Partnership, he served as an audit manager for the public accounting firm of Ernst & Young LLP. Mr. McLanahan received his Bachelor of Arts in accounting from Ouachita Baptist University, and is a certified public accountant in the state of Oklahoma.

Jeffery A. Speer has served as Chief Operating Officer of our General Partner since July 2013. Mr. Speer served as Senior Vice President-Operations of our General Partner from February 2010 to July 2013. Previously, Mr. Speer served as the Vice President of Operations of our asphalt and emulsion subsidiary since June 2009. Prior to joining our team, Mr. Speer served as Vice President of Operations for Koch Industries, Inc. and had operational responsibility for Koch's crude oil, pipeline and trucking divisions in Oklahoma, Texas and Canada, as well as Koch's agricultural and asphalt businesses. Mr. Speer has more than 27 years of experience in the energy industry and received his Bachelor of Science in mechanical engineering from Kansas State University.

Duke R. Ligon has served as a director of our General Partner since October 2008. He is an attorney and the current owner and manager of Mekuskey Oil Company, LLC. He served as Senior Vice President and General Counsel of Devon Energy Corporation from January 1997 until he retired in February 2007. From February 2007 to February 2010, Mr. Ligon served in the capacity of Strategic Advisor to Love's Travel Stops & Country Stores, Inc., based in Oklahoma City, Oklahoma, and previously acted as Executive Director of the Love's Entrepreneurship Center at Oklahoma City University. He is also a member of the board of directors of Heritage Trust Company, Security State Bank (in which he has a 14% beneficial ownership), Cavaloz Holdings, Inc. and Pardus Oil and Gas. He was formerly on the board of directors of PostRock Energy Corporation, System One, Orion California LP, Emerald Oil, Inc., SteelPath MLP, TransMontaigne Partners L.P., Pre-Paid Legal Services, Inc., Panhandle Oil and Gas Inc., Vantage Drilling Company and TEPPCO Partners, L.P. Mr. Ligon received his undergraduate degree in chemistry from Westminster College and his law degree from the University of Texas School of Law. Mr. Ligon was selected to serve as a director on the Board due to his extensive business and leadership experience derived from his background as a director of various companies in the energy industry, as well as his financial and legal expertise.

Steven M. Bradshaw has served as a director of our General Partner since November 2009. He has over 35 years of experience in the global logistics and transportation industry and currently serves as the Managing Director at Global Logistics Solutions. From 2005 to 2009, Mr. Bradshaw served as Vice President-Administration of Premium Drilling, Inc., an offshore drilling contractor that provides jack-up drilling services to the international oil and gas industry. Previously, he served as Executive Vice President of Skaugen PetroTrans, Inc. from 2001 to 2003. He also served for 16 years in various operating and marketing capacities at Kirby Corporation, including as President-Refined Products Division from 1992 to 1996. Mr. Bradshaw also served as an officer in the United States Navy. He received his Master of Business Administration from Harvard University and a bachelor's degree in mathematics from the University of Missouri. Mr. Bradshaw was selected to serve as a director on the Board due to his business judgment and extensive industry knowledge and experience.

John A. Shapiro has served as a director of our General Partner since November 2009. Mr. Shapiro retired as an officer at Morgan Stanley & Co., where he had served for more than 24 years in various capacities, most recently as Global Head of Commodities. While an officer at Morgan Stanley, Mr. Shapiro participated in the successful acquisitions of TransMontaigne Inc. and Heidmar Inc., and served as a member of the board of directors of both companies. Prior to joining Morgan Stanley & Co., Mr. Shapiro worked for Conoco, Inc. and New England Merchants National Bank. Mr. Shapiro has been a lecturer at Princeton University, Harvard University School of Government, HEC Business School (Paris, France) and Oxford University Energy Program (Oxford, UK). In addition, he serves on the board of directors of Citymeals-on-Wheels and serves as a senior advisor to Mountain Capital Partners, a Houston-based private equity firm focused on upstream E&P investments. Mr. Shapiro has served on the board of directors of Blue Wolf Mongolia Holdings. He received his Master of Business Administration from Harvard University and his bachelor's degree in economics from Princeton University. Mr. Shapiro was selected to serve as a director on the Board due to his financial expertise and extensive industry experience developed through his work at Morgan Stanley & Co., and by serving as a director of other energy companies.

W.R. "Lee" Adams has served as a director of our General Partner since February 2018. Mr. Adams joined Ergon, Inc. as the Vice President of Internal Audit in 2011 and currently serves as Senior Vice President - Finance. He also serves as Chairman of Ergon's Senior Management Team. He is a certified public accountant in the state of Mississippi and previously worked at Arthur Anderson and Haddox Reid Burkes & Calhoun, PLLC, where he specialized in assurance and advisory services in the areas of oil and gas, manufacturing, investments and employee benefit plans. Mr. Adams received his Bachelor of Accountancy from Mississippi State University, and holds the designations of Chartered Global Management Accountant, Certified Fraud Examiner and Certified Internal Auditor. Mr. Adams currently serves as a member of the advisory council for Mississippi State's Adkerson School of Accountancy and is the Chairman of the Board of Hartfield Academy. He has previously served as Chairman/President of the Petroleum Accounting Society of Mississippi and of the Mississippi Society of Certified Public Accountants, a 2,600-member trade association for CPAs practicing in the state of Mississippi. Mr. Adams was selected to serve as a director on the Board due to his affiliation with Ergon and his financial and business expertise.

Edward D. Brooks has served as a director of our General Partner since October 2016. Mr. Brooks has been the Vice President of Business Development for Ergon Asphalt & Emulsions, Inc. since 2013. Mr. Brooks joined Ergon in 2007 to serve as the Manager of Business Development. Prior to joining Ergon, Mr. Brooks worked with Haddox Reid Burkes & Calhoun, PLLC as a manager in the assurance services division. Mr. Brooks received his Bachelor of Science in Business Administration in accounting and his Master of Business Administration from Mississippi College and is a certified public accountant in the state of Mississippi. He also holds a Chartered Global Management Accountant designation. Mr. Brooks was selected to serve as a director on the Board due to his affiliation with Ergon and his financial and business expertise.

Joel D. Pastorek has served as a director of our General Partner since August 2018. Mr. Pastorek serves as the Executive Vice President - Midstream & Logistics and as President of Ergon Terminalling, Inc. He also serves as the Vice Chairman of the Ergon Senior Management Team. Mr. Pastorek joined Ergon in 2005. Prior to taking the role of Executive Vice President, Mr. Pastorek held various positions within Ergon including Senior Project Manager, Manager of Corporate Maintenance, General Manager - Ergon Terminalling, Inc., Vice President - Ergon Terminalling, Inc., and President - Ergon Terminalling, Inc. Mr. Pastorek received his Bachelor of Science in mechanical engineering from Mississippi State University and is a licensed professional engineer in the state of Mississippi. Mr. Pastorek was selected to serve as a director on the Board due to his affiliation with Ergon and his financial and business expertise.

Robert H. Lampton has served as a director of our General Partner since October 2016. Mr. Lampton has been with Ergon since 1983, and currently serves as President of the Supply and Distribution Division. He previously served as President of Ergon Terminalling, Inc., Ergon Trucking, Inc., Ergon Marine and Industrial Supply and Ergon Properties, Inc. He is a member of Ergon, Inc.'s board of directors. He was a board member for Mississippi Valley Title Company from 2005 to 2015. Mr. Lampton received his degree in business administration with a minor in business psychology from The University of Mississippi. Mr. Lampton was selected to serve as a director on the Board due to his affiliation with Ergon and his financial and business expertise.

William W. Lampton has served as a director of our General Partner since October 2016. Mr. Lampton has been with Ergon since 1979, and currently is a member of Ergon's board of directors. He previously served as President of Ergon's Asphalt Groups and as Chairman of the board of directors of Ergon Asphalt & Emulsions, Inc. Mr. Lampton currently is a board member of Mississippi Economic Council, Boy Scouts of America, Andrew Jackson Council, Greater Jackson Chamber Partnership (of which he is a past chairman), and Mississippi Baptist Health Foundation. He is a member of the Dean's Advisory Council of Mississippi State University's Bagley College of Engineering, and served as co-chair of the Mississippi Works initiative under Governor Phil Bryant. Mr. Lampton was selected to serve as a director on the Board due to his affiliation with Ergon and his financial and business expertise.

Independence of Directors

Our General Partner currently has eight directors, three of whom (Messrs. Bradshaw, Ligon and Shapiro) are "independent" as defined under the independence standards established by Nasdaq. Nasdaq's independence definition includes a series of objective tests, including that the director is not an employee of the company and has not engaged in various types of business dealings with the company. In addition, the Board has made a subjective determination as to each independent director that no relationships exist which, in the opinion of the Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. In making these determinations, the directors reviewed and discussed information provided by the directors and us with regard to each director's business and personal activities as they may relate to us and our management. Nasdaq does not require a listed limited partnership like us to have a majority of independent directors on the Board or to establish a nominating committee.

In addition, the members of the audit committee also each qualify as "independent" under special standards established by the SEC for members of audit committees, and the audit committee includes at least one member who is determined by the Board to meet the qualifications of an "audit committee financial expert" in accordance with SEC rules, including that the person meets the relevant definition of an "independent" director. John A. Shapiro is the independent director who has been determined to be an audit committee financial expert. Unitholders should understand that this designation is a disclosure requirement of the SEC related to experience and understanding with respect to certain accounting and auditing matters. The designation does not impose any duties, obligations or liability that are greater than are generally imposed on a member of the audit committee and the Board, and the designation of a director as an audit committee financial expert pursuant to this SEC requirement does not affect the duties, obligations or liability of any other member of the audit committee or the Board.

Board Leadership Structure and Risk Oversight

The Chief Executive Officer and chairman of the Board positions of our General Partner are held by separate individuals in recognition of the differences between the two roles. We have taken this position to achieve an appropriate balance with regard to our strategic direction, oversight of management, unitholder interests and director independence. Our General Partner's Chief Executive Officer is responsible for setting our strategic direction and overseeing our day-to-day performance. Our General Partner's chairman of the Board is an independent director who provides guidance to the Chief Executive Officer and sets the agenda for and presides over Board meetings.

Our Board is engaged in the oversight of risk through regular updates from our management team regarding those risks confronting us, the actions and strategies necessary to mitigate those risks and the status and effectiveness of those actions and strategies. These regular updates are provided at meetings of the Board and the audit committee as well as other meetings with the chairman of the Board, the Chief Executive Officer and other members of our General Partner's management team.

Board Committees

We have standing conflicts, audit and compensation committees of the Board. Each member of the audit, compensation and conflicts committees is an independent director in accordance with Nasdaq and applicable securities laws. Each of the audit, compensation and conflicts committees has a written charter approved by the Board. The written charter for each of these committees is available on our web site at www.bkep.com under the "Investors - Corporate Governance" section. We will also provide a copy of any of our committee charters to any of our unitholders without charge upon written request to the attention of Investor Relations at 6060 American Plaza, Suite 600, Tulsa, Oklahoma 74135. The current members of the audit, compensation and conflicts committees of the Board and a brief description of the functions performed by each committee are set forth below.

Conflicts Committee. The members of the conflicts committee are Messrs. Bradshaw (chairman), Ligon and Shapiro. The primary responsibility of the conflicts committee is to review matters that the directors believe may involve conflicts of interest. The conflicts committee determines if the resolution of the conflict of interest is fair and reasonable to us. The conflicts committee may retain independent legal and financial advisors to assist in its evaluation of a transaction. The members of the conflicts committee may not be officers or employees of our General Partner or directors, officers or employees of its affiliates and must meet the independence standards to serve on an audit committee of a board of directors established by any national securities exchange upon which our common units are traded and the SEC. Any matters approved by the conflicts committee will be conclusively deemed to be fair and reasonable to us, approved by all of our partners and not a breach by our General Partner of any duties it may owe us or our unitholders.

Audit Committee. The members of the audit committee are Messrs. Bradshaw, Ligon (chairman) and Shapiro. The primary responsibilities of the audit committee are to assist the Board in its general oversight of our financial reporting, internal controls and audit functions, and it is directly responsible for the appointment, retention, compensation and oversight of the work of our independent auditors.

For information regarding our audit committee financial expert, see "Independence of Directors" above.

Compensation Committee. The members of the compensation committee are Messrs. Bradshaw, Ligon and Shapiro (chairman). The primary responsibility of the compensation committee is to oversee compensation decisions for the outside directors of our General Partner and executive officers of our General Partner, as well as administer the General Partner's Long-Term Incentive Plan.

Code of Ethics and Business Conduct

Our General Partner has adopted a Code of Business Conduct and Ethics applicable to all of our General Partner's employees, including all officers, and including our General Partner's independent directors, who are not employees of our General Partner, with regard to their activities relating to us. The Code of Business Conduct and Ethics incorporates guidelines designed to deter wrongdoing and to promote honest and ethical conduct and compliance with applicable laws and regulations. It also incorporates our expectations of our General Partner's employees that enable us to provide accurate and timely disclosure in our filings with the Securities and Exchange Commission and other public communications. The Code of Business Conduct and Ethics is publicly available under the "Investors - Corporate Governance - Code of Business Conduct and Ethics" section of our website at www.bkep.com. The information contained on, or connected to, our website is not incorporated by reference into this annual report on Form 10-K and should not be considered part of this or any other report that we file with, or furnish to, the SEC. We will also provide a copy of the Code of Business Conduct and Ethics to any of our unitholders without charge upon written request to the attention of Investor Relations at 6060 American Plaza, Suite 600, Tulsa, Oklahoma 74135. If any substantive amendments are made to the Code of Business Conduct and Ethics, or if we or our General Partner grant any waiver, including any implicit waiver, from a provision of the code to any of our General Partner's executive officers and directors, we will disclose the nature of such amendment or waiver on that web site or in a current report on Form 8-K.

Section 16(a) Beneficial Ownership Reporting Compliance

Based solely upon a review of Forms 3, 4 and 5 (and any amendments thereto) furnished to us, we believe that all directors, officers, beneficial owners of more than 10% of any class of our securities or any other person subject to Section 16 of the Exchange Act complied with the Section 16(a) filing requirements of them during the year ended December 31, 2019, except for one Form 4 filed late on behalf of one of our officers in June 2019 with respect to one transaction.

Reimbursement of Expenses of our General Partner

Pursuant to our partnership agreement, our General Partner and its affiliates are entitled to receive reimbursement for the payment of expenses related to our operations and for the provision of various general and administrative services for our benefit.

Item 11. Executive Compensation.

Compensation Discussion and Analysis

Throughout this section, each person who served as the Principal Executive Officer ("PEO") during 2019 and the two most highly compensated executive officers other than the PEO serving at December 31, 2019, and up to two additional individuals for whom disclosure would have been provided but for the fact that the individual was not serving as an executive officer at December 31, 2019, are referred to as the Named Executive Officers ("NEOs"). The NEOs during 2019 were:

- Mark A. Hurley, Chief Executive Officer;
- D. Andrew Woodward, Chief Financial Officer; and
- Jeffery A. Speer, Chief Operating Officer.

As is the case with many publicly traded partnerships, we have not historically directly employed any persons responsible for managing or operating us or for providing services relating to day-to-day business affairs. Our General Partner manages our operations and activities, and its Board and officers make decisions on our behalf. The compensation for the NEOs for services rendered to us is determined by the compensation committee of our General Partner.

Employment Agreements. Messrs. Hurley and Woodward have each entered into an employment agreement with our General Partner or one of its subsidiaries.

Employment Agreement of Mr. Hurley. Mr. Hurley's employment agreement had an initial term of five years that now automatically renews for subsequent one-year periods unless either party gives 90 days advance notice of termination. Pursuant to Mr. Hurley's employment agreement, Mr. Hurley was paid an initial annual base salary of \$425,000. Our General Partner's compensation committee has increased the base salary of Mr. Hurley to \$450,000 since the initial employment agreement. Mr. Hurley also received 500,000 non-participating phantom units in September 2012 under the General Partner's Long-Term Incentive Plan, which vested ratably over five years pursuant to the Phantom Unit Agreement he entered into with the General Partner. The units were fully vested as of December 31, 2017. The employment agreement also provides that Mr. Hurley is eligible to participate in any employee benefit plans maintained by the General Partner and is entitled to reimbursement for certain out-of-pocket expenses. Mr. Hurley has agreed not to disclose any confidential information obtained by him while employed under his employment agreement and has agreed to a one-year post-termination non-solicitation covenant.

Except in the event of termination for Cause as defined therein, termination by Mr. Hurley other than for Good Reason as defined therein, termination after the expiration of the term of Mr. Hurley's employment agreement or termination due to death or disability, Mr. Hurley's employment agreement provides for payment of any unpaid base salary and vested benefits under any incentive plans, a lump sum payment equal to 12 months of base salary and Mr. Hurley will also be entitled to continued participation in our General Partner's welfare benefit programs for a period of 18 months following termination. Based upon Mr. Hurley's current base salary, the maximum amount of the lump sum severance payment would be approximately \$0.5 million, in addition to continued participation in the General Partner's welfare benefit programs and the amounts of earned but unpaid base salary and benefits under any incentive plans.

The employment agreement contains payment obligations that may be triggered by a termination after a Change of Control (as defined therein). See "- Potential Payments Upon Change of Control or Termination." Pursuant to the employment agreement, if, within 18 months after a Change of Control (as defined therein) occurs, Mr. Hurley is terminated by our General Partner without Cause (as defined therein) or Mr. Hurley terminates the agreement for Good Reason (as defined therein), he will be entitled to payment of any unpaid base salary and vested benefits under any incentive plans, a lump sum payment equal to 12 months of base salary and Mr. Hurley's most recent annual bonus and continued participation in our General Partner's welfare benefit programs for the longer of the remainder of the term of the employment agreement or one year after termination. Based upon Mr. Hurley's current base salary and most recent annual bonus, the maximum amount of the lump sum severance payment would be approximately \$0.6 million, in addition to continued participation in the General Partner's welfare benefit programs and the amounts of earned but unpaid base salary and benefits under any incentive plans.

Employment Agreement of Mr. Woodward. Mr. Woodward's employment agreement had an initial term of three years that will automatically renew for subsequent one-year periods unless either party gives 90 days advance notice of termination. Pursuant to Mr. Woodward's employment agreement, Mr. Woodward's initial annual base salary is \$350,000. Pursuant to his offer of employment referenced in his employment agreement, Mr. Woodward also received a \$50,000 initial bonus that was paid following 90 days of employment and a \$50,000 grant of long-term incentive units that was awarded following 30 days of employment, which will vest June 1, 2022. The offer of employment also provided for an incentive compensation bonus of \$160,000 and a grant of \$160,000 of long-term incentive units, both to be awarded as part of the Partnership's regular March 2020 compensation actions. Per the offer of employment, the long-term incentive units can be paid in units or cash equivalent, and in March 2020, it was determined to pay \$85,000 in units and \$75,000 in cash. The offer of employment also provided for make-whole payments to replace certain lost compensation opportunities with Mr. Woodward's prior employer totaling \$550,000, with \$150,000 paid on December 31, 2019, and two installments of \$200,000 to be paid on December 31 of 2020 and 2021. The employment agreement also provides that Mr. Woodward is eligible to participate in any employee benefit plans maintained by the General Partner and is entitled to reimbursement for certain out-of-pocket expenses. Mr. Woodward has agreed not to disclose any confidential information obtained by him while employed under his employment agreement and has agreed to a one-year post-termination non-solicitation covenant.

Except in the event of termination for Cause as defined therein, termination by Mr. Woodward other than for Good Reason as defined therein, termination after the expiration of the term of Mr. Woodward's employment agreement or termination due to death or disability, Mr. Woodward's employment agreement provides for payment of any unpaid base salary and vested or unvested benefits under any incentive plans, a lump sum payment equal to 12 months of base salary, any unpaid make-whole payments and Mr. Woodward will also be entitled to continued participation in our General Partner's welfare benefit programs for a period of 12 months following termination. Based upon Mr. Woodward's current base salary and unpaid make-whole payments, the maximum amount of the lump sum severance payment would be approximately \$0.8 million, in addition to continued participation in the General Partner's welfare benefit programs and the amounts of earned but unpaid base salary and benefits under any incentive plans.

Long-Term Incentive Plan. General. Our General Partner has adopted the Long-Term Incentive Plan ("LTIP") for employees, consultants and directors of our General Partner and its affiliates who perform services for us. The summary of the LTIP contained herein does not purport to be complete and is qualified in its entirety by reference to the LTIP. The LTIP provides for the grant of unit awards, restricted units, phantom units, unit options, unit appreciation rights and distribution equivalent rights. There are currently 4,100,000 common units reserved for issuance under the LTIP, subject to adjustment for certain events. Units that are canceled, forfeited or withheld to satisfy our General Partner's tax withholding obligations are available for delivery pursuant to other awards. The LTIP is administered by the compensation committee of the Board. The LTIP has been designed to furnish additional compensation to employees, consultants and directors and to align their economic interests with those of other common unit holders.

Unit Awards. The compensation committee may grant unit awards to eligible individuals under the LTIP. A unit award is an award of common units that are fully vested upon grant and not subject to forfeiture.

Restricted Units and Phantom Units. A restricted unit is a common unit that is subject to forfeiture. Upon vesting, the forfeiture restrictions lapse and the recipient holds a common unit that is not subject to forfeiture. A phantom unit is a notional unit that entitles the grantee to receive a common unit upon the vesting of the phantom unit or, at the discretion of the compensation committee, cash equal to the fair market value of a common unit. The compensation committee may make grants of restricted units and phantom units under the LTIP to eligible individuals containing such terms, consistent with the LTIP, as the compensation committee may determine, including the period over which restricted units and phantom units granted will vest. The compensation committee may, at its discretion, base vesting on the grantee's completion of a period of service or upon the achievement of specified performance goals or other criteria.

Distributions made by us with respect to awards of restricted units may, at the compensation committee's discretion, be subject to the same vesting requirements as the restricted units. The compensation committee, at its discretion, may also grant tandem distribution equivalent rights with respect to phantom units.

We intend for restricted units and phantom units granted under the LTIP to serve as a means of incentive compensation for performance and not primarily as an opportunity to participate in the equity appreciation of the common units. Therefore, participants will not pay any consideration for the common units they receive with respect to these types of awards, and neither we nor our General Partner will receive remuneration for the units delivered with respect to these awards.

Options and Unit Appreciation Rights. The LTIP also permits the grant of options covering common units and unit appreciation rights. Options represent the right to purchase a number of common units at a specified exercise price. Unit appreciation rights represent the right to receive the appreciation in the value of a number of common units over a specified exercise price, either in cash or in common units as determined by the compensation committee. Options and unit appreciation rights may be granted to such eligible individuals and with such terms as the compensation committee may determine, consistent with the LTIP; however, an option or unit appreciation right must have an exercise price equal to the fair market value of a common unit on the date of grant.

Distribution Equivalent Rights. Distribution equivalent rights are rights to receive all or a portion of the distributions otherwise payable on units during a specified time. Distribution equivalent rights may be granted alone or in combination with another award.

By giving participants the benefit of distributions paid to unitholders generally, grants of distribution equivalent rights provide an incentive for participants to operate our business in a manner that allows our partnership to provide increasing partnership distributions. Typically, distribution equivalent rights will be granted in tandem with a phantom unit, so that the amount of the participant's compensation is tied to both the market value of our units and the distributions that unitholders receive while the award is outstanding. We believe this aligns the participant's incentives directly to the measures that drive returns for our unitholders.

Source of Common Units; Cost. Common units to be delivered with respect to awards may be common units acquired by our General Partner on the open market, common units already owned by our General Partner, common units acquired by our General Partner directly from us or any other person or any combination of the foregoing. Our General Partner will be entitled to reimbursement by us for the cost incurred in acquiring common units. With respect to options, our General Partner will be entitled to reimbursement by us for the difference between the cost incurred by our General Partner in acquiring these units and the proceeds received from an optionee at the time of exercise. Thus, we will bear the cost of the options. If we issue new units with respect to these awards, the total number of units outstanding will increase, and our General Partner will remit the proceeds it receives from a participant, if any, upon exercise of an award to us. With respect to any awards settled in cash, our General Partner will be entitled to reimbursement by us for the amount of the cash settlement.

Amendment or Termination of LTIP. The Board, at its discretion, may terminate the LTIP at any time with respect to the units for which a grant has not theretofore been made. The LTIP will automatically terminate on the earlier of the 10th anniversary of the date it was initially approved by our unitholders or when units are no longer available for delivery pursuant to awards under the LTIP. The Board will also have the right to alter or amend the LTIP or any part of it from time to time and the compensation committee may amend any award; provided, however, that no change in any outstanding award may be made that would materially impair the rights of the participant without the consent of the affected participant.

Unit Purchase Plan. On June 23, 2014, the Partnership's unitholders approved the Blueknight Energy Partners, L.P. Employee Unit Purchase Plan (the "Unit Purchase Plan"). The Unit Purchase Plan provides employees of the General Partner and its affiliates who perform services for the Partnership the opportunity to acquire or increase their ownership of common units. Eligible employees who enroll in the Unit Purchase Plan may elect to have a designated whole percentage (ranging from 1% to 15%) of their eligible compensation for each pay period withheld for the purchase of common units. A maximum of 1,000,000 common units may be delivered under the Unit Purchase Plan, subject to adjustment for a recapitalization, split, reorganization or similar event pursuant to the terms of the Unit Purchase Plan. The purpose of the Unit Purchase Plan is to promote our interests by providing employees of the General Partner and its affiliates a cost-effective program to enable them to acquire or increase their ownership of common units and to provide a means whereby such individuals may develop a sense of proprietorship and personal involvement in our development and financial success, and to encourage them to devote their best efforts to our business, thereby advancing our interests. As of December 31, 2019, 372,795 common units have been delivered under the Unit Purchase Plan.

Summary Compensation Table

The following table summarizes the compensation of our NEOs for the years ended 2019 and 2018.

Name and Position	Year	Salary (\$)	Bonus (\$)(1)	Stock Awards (\$)(2)	All Other Compensation (\$)(3)	Total (\$)
Mark A. Hurley	2019	450,000	150,000	—	24,888	624,888
<i>Chief Executive Officer</i>	2018	450,000	150,000	299,866	53,016	952,882
D. Andrew Woodward	2019	238,718	435,000	49,861	63,123	786,702
<i>Chief Financial Officer</i>	2018	—	—	—	—	—
Jeffery A. Speer	2019	285,000	165,000	71,668	48,680	570,348
<i>Chief Operating Officer</i>	2018	274,000	150,000	144,936	63,523	632,459

- (1) Included in Mr. Woodward's bonus for 2019 is a signing bonus of \$50,000 and make-whole payments of \$150,000.
- (2) Dollar amounts represent the grant date fair value of awards granted in each year with respect to phantom unit grants under the LTIP. See Note 13 to our consolidated financial statements for assumptions used in calculating these amounts. Mr. Hurley was not granted an award in 2019.
- (3) We provide distribution equivalent rights ("DERs") under the LTIP, reimbursement of certain deductibles and co-pays for medical expenses and discretionary matching and profit sharing contributions to our 401(k) plan to our NEOs. Mr. Woodward also received a relocation stipend in 2019. In 2019, payments related to these items were as follows:

	DERs	Relocation	401(k) plan contributions	Other	Total
Mark A. Hurley	\$ -	\$ -	\$ 14,000	\$ 10,888	\$ 24,888
D. Andrew Woodward	\$ 3,693	\$ 45,000	\$ 3,628	\$ 10,802	\$ 63,123
Jeffery A. Speer	\$ 17,985	\$ -	\$ 14,000	\$ 16,695	\$ 48,680

Outstanding Equity Awards at Fiscal Year-End 2019

The following table provides information concerning all outstanding equity awards made to a NEO as of December 31, 2019, including, but not limited to, awards made under our General Partner's LTIP.

Name	Stock Awards			
	Number of Units That Have Not Vested (#)	Market Value of Units That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Units or Other Rights That Have Not Vested (\$)(1)
Mark A. Hurley	—	—	— (2)	—
D. Andrew Woodward	—	—	46,168 (3)	52,170
Jeffery A. Speer	—	—	62,867 (4)	71,040
	—	—	29,700 (5)	33,561
	—	—	22,504 (6)	25,430

- (1) Market value of awards is calculated as the product of the closing market price of \$1.13 of the Partnership's common units at December 31, 2019, and the number of phantom units outstanding at December 31, 2019.
- (2) Mr. Hurley has no outstanding grants as of December 31, 2019.
- (3) Represents phantom units granted in 2019 under our General Partner's LTIP. These phantom units will vest on June 1, 2022. All of the distribution equivalent rights associated with these phantom units are currently payable.
- (4) Represents phantom units granted in 2019 under our General Partner's LTIP. These phantom units will vest on January 1, 2022. All of the distribution equivalent rights associated with these phantom units are currently payable.
- (5) Represents phantom units granted in 2018 under our General Partner's LTIP. These phantom units will vest on January 1, 2021. All of the distribution equivalent rights associated with these phantom units are currently payable.
- (6) Represents phantom units granted in 2017 under our General Partner's LTIP. These phantom units vested on January 1, 2020.

Director Compensation for Fiscal Year 2019

Name	Fees Earned or Paid in		Total
	Cash	Stock Awards(2)	
	(\$)	(\$)	(\$)
Duke R. Ligon	201,000	2,675	203,675
Steven M. Bradshaw	193,000	2,675	195,675
John A. Shapiro	193,000	2,675	195,675
Edward D. Brooks(1)	—	—	—
Joel D. Pastorek(1)	—	—	—
W.R. "Lee" Adams(1)	—	—	—
Robert H. Lampton(1)	—	—	—
William W. Lampton(1)	—	—	—

(1) Affiliated with Ergon.

(2) These amounts represent the grant date fair value of restricted and unrestricted units awarded under the LTIP. The grant date fair value of these awards is computed in accordance with ASC 718 - Compensation—Stock Compensation. See Note 13 to our consolidated financial statements for assumptions used in calculating these amounts.

Directors who are not officers or employees of any controlling entity or their affiliates receive compensation for attending meetings of the Board and committees thereof. Such directors receive the following:

- (i) \$75,000 per year as an annual retainer fee paid in cash;
- (ii) \$5,000 per year for each Board committee on which such director serves (except that the chairperson of each committee will receive \$10,000 per year for serving as chairperson of such committee);
- (iii) \$10,000 per year if Chairman of the Board;
- (iv) \$2,000 per diem for each Board or committee meeting attended;
- (v) 5,000 restricted units upon becoming a director, vesting in one-third increments over a three-year period;
- (vi) 2,500 restricted units per year, vesting in one-third increments over a three-year period;
- (vii) reimbursement for out-of-pocket expenses associated with attending Board or committee meetings; and
- (viii) director and officer liability insurance coverage.

In addition, each director is fully indemnified by us for actions associated with being a director to the fullest extent permitted under Delaware law.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Unitholder Matters.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth the beneficial ownership of our units as of March 23, 2020, held by:

- each person or group of persons who beneficially own 5% or more of the then outstanding common units or Preferred Units;
- all of the directors of our General Partner;
- each NEO of our General Partner; and
- all current directors and executive officers of our General Partner as a group.

Except as indicated by footnote, the persons named in the table below have sole voting and investment power with respect to all units shown as beneficially owned by them, subject to community property laws where applicable. Percentage of total common and Preferred Units beneficially owned is based on 41,034,763 common units and 35,125,202 Preferred Units outstanding as of March 23, 2020.

Name of Beneficial Owner(1)	Common Units Beneficially Owned	Percentage of Common Units Beneficially Owned	Preferred Units Beneficially Owned	Percentage of Preferred Units Beneficially Owned	Percentage of Total Common and Preferred Units Beneficially Owned
Ergon Asphalt & Emulsions, Inc.(2)	2,745,837	6.7%	18,312,968	52.1%	27.7%
Mark A. Hurley	449,989	1.1%	—	—	*
D. Andrew Woodward(4)	50,000	*	—	—	*
Jeffery A. Speer(4)	87,134	*	—	—	*
Duke R. Ligon(3)	75,915	*	—	—	*
Steven M. Bradshaw(3)	54,045	*	—	—	*
John A. Shapiro(3)	52,455	*	—	—	*
W.R. "Lee" Adams(2)(5)	50,000	*	—	—	*
Edward D. Brooks(2)(5)	—	—	—	—	—
Joel D. Pastorek(2)(5)	—	—	—	—	—
Robert H. Lampton(2)(5)	—	—	—	—	—
William W. Lampton(2)(5)	—	—	—	—	—
Blueknight Energy Holding, Inc.(6)	—	—	2,488,789	7.1%	3.3%
Zazove Associates, Inc.(7)	2,970,981	7.2%	—	—	3.9%
Invesco Ltd.(8)	2,940,327	7.2%	—	—	3.9%
DG Capital Management, Inc.(9)	2,384,227	5.8%	1,817,239	5.2%	5.5%
All current executive officers and directors as a group (13 persons)	841,393	2.1%	—	—	1.1%

* Less than 1%

(1) Unless otherwise indicated, the address for all beneficial owners in this table is 6060 American Plaza, Suite 600, Tulsa, Oklahoma 74135.

(2) Ergon Asphalt & Emulsions, Inc. owns Ergon Asphalt Holdings, LLC. The address for Ergon is 2829 Lakeland Drive, Suite 2000, Jackson, Mississippi 39215. Ergon Asphalt Holdings, LLC owns 100% of Blueknight GP Holding, LLC, which owns the membership interest in our General Partner.

(3) Does not include unvested restricted units granted under the Long-Term Incentive Plan, none of which will vest within 60 days of the date hereof.

(4) Does not include unvested phantom units granted under the Long-Term Incentive Plan, none of which will vest within 60 days of the date hereof.

(5) Messrs. Adams, Brooks, Pastorek, R. Lampton and W. Lampton are affiliated with Ergon.

(6) Blueknight Energy Holding, Inc. is a subsidiary of Vitol. The address for Vitol is 2925 Richmond Avenue, 11th Floor, Houston, Texas 77098. Blueknight Energy Holding, Inc. previously owned 50% of Blueknight GP Holding, LLC, which owns the membership interest in our General Partner, but this ownership was transferred effective October 6, 2016.

(7) Based on a Schedule 13G filed January 7, 2020, by Zazove Associates, Inc. with the SEC. Their address as reported in such Schedule 13G is 1001 Tahoe Blvd, Incline Village, NV 89451.

(8) Based on a Schedule 13G filed February 13, 2020 by Invesco Ltd. with the SEC. Their address as reported in such Schedule 13G is 1555 Peachtree Street NE, Suite 1800, Atlanta, GA 30309.

(9) Based on a Schedule 13G/A filed February 11, 2020, by DG Capital Management, LLC with the SEC. The filing was made jointly with Dov Gertzulin, and reports that they have shared voting power with respect to 2,384,227 common units and 1,817,239 Preferred Units. Their address as reported in such Schedule 13G/A is 460 Park Avenue, 22nd Floor, New York, New York 10022.

Securities Authorized for Issuance under Equity Compensation Plans (as of March 23, 2020)**Equity Compensation Plan Information(1)**

	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	1,441,038	\$ —	994,582
Equity compensation plans not approved by security holders	N/A	N/A	N/A
Total	1,441,038	\$ —	994,582

- (1) Our General Partner has adopted and maintains the LTIP and Unit Purchase Plan for employees, consultants and directors of our General Partner and its affiliates who perform services for us. An aggregate of 1,412,814 phantom units that have been granted under the LTIP to our executive officers and other employees remain outstanding and have not yet vested. Excluding phantom unit grants, the responses are as follows: (a) 28,224, (b) \$0 and (c) 2,407,396. No value is shown in column (b) of the table because the phantom units and restricted units do not have an exercise price. For more information about the LTIP, please see "Item 11-Executive Compensation-Compensation Discussion and Analysis-Long-Term Incentive Plan." As of March 23, 2020, 426,167 common units had been delivered under the Unit Purchase Plan. For more information about the Unit Purchase Plan, please see "Item 11-Executive Compensation-Compensation Discussion and Analysis-Unit Purchase Plan."

Item 13. Certain Relationships and Related Transactions, and Director Independence.**Distributions and Payments to Our General Partner and Its Affiliates**

Our General Partner is owned by Ergon, which also owns 18,312,968 of the 35,125,202 outstanding Preferred Units and 2,795,837 of the 41,034,763 outstanding common units, representing an aggregate 27.7% limited partner interest in us as of March 23, 2020. In addition, our General Partner owns a 1.6% general partner interest in us and the incentive distribution rights. For a description of the distributions and payments our General Partner is entitled to receive, see "Item 5-Market for Registrant's Common Equity, Related Unitholder Matters and Issuer Purchases of Equity Securities-General Partner Interest and Incentive Distribution Rights."

Agreements with Related Parties and Affiliates

For information regarding material agreements with related parties and affiliates, see Note 12 to our consolidated financial statements.

Indemnification of Directors and Officers

Under our partnership agreement, in most circumstances, we will indemnify the following persons, to the fullest extent permitted by law, from and against all losses, claims, damages or similar events:

- our General Partner;
- any departing general partner;
- any person who is or was an affiliate of a general partner or any departing general partner;
- any person who is or was a director, officer, member, partner, fiduciary or trustee of any entity set forth in the preceding three bullet points;
- any person who is or was serving as director, officer, member, partner, fiduciary or trustee of another person at the request of our General Partner or any departing general partner; and
- any person designated by our General Partner.

Any indemnification under these provisions will only be out of our assets. Unless it otherwise agrees, our General Partner will not be liable for, or have any obligation to contribute or lend funds or assets to us to enable us to effectuate, indemnification. We may purchase insurance against liabilities asserted against us and expenses incurred by persons for our activities, regardless of whether we would have the power to indemnify the person against liabilities under our partnership agreement.

We and our General Partner have also entered into separate indemnification agreements with each of the directors and officers of our General Partner. The terms of the indemnification agreements are consistent with the terms of the indemnification provided by our partnership agreement and our General Partner's limited liability company agreement. The indemnification agreements also provide that we and our General Partner must advance payment of certain expenses to such indemnified directors and officers, including fees of counsel, subject to receipt of an undertaking from the indemnitee to return such advance if it is ultimately determined that the indemnitee is not entitled to indemnification.

Approval and Review of Related-Party Transactions

If we contemplate entering into a transaction, other than a routine or ordinary course of business transaction, in which a related person will have a direct or indirect material interest, the proposed transaction is submitted for consideration to the Board of our General Partner or to our management, as appropriate. If the Board is involved in the approval process, it determines whether to refer the matter to the conflicts committee of the Board, as constituted under our limited partnership agreement. If a matter is referred to the conflicts committee, it obtains information regarding the proposed transaction from management and determines whether to engage independent legal counsel or an independent financial advisor to advise the members of the committee regarding the transaction. If the conflicts committee retains such counsel or financial advisor, it considers such advice and, in the case of a financial advisor, such advisor's opinion as to whether the transaction is fair and reasonable to us and to our unitholders.

Director Independence

Please see "Item 10-Directors, Executive Officers and Corporate Governance" of this report for a discussion of director independence matters.

Item 14. Principal Accountant Fees and Services.

We have engaged PricewaterhouseCoopers LLP as our principal accountant. The following table summarizes fees we have paid PricewaterhouseCoopers LLP for independent auditing, tax and related services for each of the last two fiscal years:

	Year ended December 31,	
	2018	2019
Audit fees(1)	\$ 695,605	\$ 736,774
Audit-related fees(2)	-	-
Tax fees(3)	266,077	280,705
All other fees(4)	-	-

- (1) Audit fees represent amounts billed for each of the years presented for professional services rendered in connection with (a) the audit of our annual financial statements and internal controls over financial reporting (b) the review of our quarterly financial statements and (c) those services normally provided in connection with statutory and regulatory filings or engagements, including comfort letters, consents and other services related to SEC matters.
- (2) Audit-related fees represent amounts billed for each of the years presented for assurance and related services that are reasonably related to the performance of the annual audit or quarterly reviews.
- (3) Tax fees represent amounts billed for each of the years presented for professional services rendered in connection with tax compliance, tax advice and tax planning. This category primarily includes services relating to the preparation of unitholder annual K-1 statements.
- (4) All other fees represent amounts billed for each of the years presented for services not classifiable under the other categories listed in the table above.

All audit and non-audit services provided by PricewaterhouseCoopers LLP are subject to pre-approval by our audit committee to ensure that the provisions of such services do not impair the auditor's independence. Under our pre-approval policy, the audit committee is informed of each engagement of the independent auditor to provide services under the policy. The audit committee of our General Partner has approved the use of PricewaterhouseCoopers LLP as our independent principal accountant.

PART IV. FINANCIAL INFORMATION

Item 15. Exhibits, Financial Statement Schedules.

(a) Financial Statements and Schedules

- (1) See the Index to Financial Statements on page F-1.
- (2) All schedules have been omitted because they are either not applicable, not required or the information called for therein appears in the consolidated financial statements or notes thereto
- (3) Exhibits

INDEX TO EXHIBITS

Exhibit Number	Description
2.1	Asset Purchase Agreement, dated June 29, 2018, by and between BKEP Materials, L.L.C., BKEP Terminaling, L.L.C., BKEP Asphalt, L.L.C., and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 2.1 to the Partnership's Current Report on Form 8-K, filed June 29, 2018, and incorporated herein by reference).
3.1	Amended and Restated Certificate of the Partnership, dated November 19, 2009, but effective as of December 1, 2009 (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K, filed on November 25, 2009, and incorporated herein by reference).
3.2	First Amendment to the Certificate of the Partnership, dated July 18, 2019, (filed as Exhibit 3.2 to the Partnership's Current Report on Form 8-K, filed on July 22, 2019, and incorporated herein by reference).
3.3	Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated September 14, 2011 (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K, filed on September 14, 2011, and incorporated herein by reference).
3.4	Amended and Restated Certificate of Formation of the General Partner, dated November 20, 2009, but effective as of December 1, 2009 (filed as Exhibit 3.2 to the Partnership's Current Report on Form 8-K, filed on November 25, 2009, and incorporated herein by reference).
3.5	First Amendment to the Certificate of Formation of the General Partner, dated July 18, 2019 (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K, filed on July 22, 2019, and incorporated herein by reference).
3.6	Second Amended and Restated Limited Liability Company Agreement of the General Partner, dated December 1, 2009 (filed as Exhibit 3.2 to the Partnership's Current Report on Form 8-K, filed on December 7, 2009, and incorporated herein by reference).
4.1	Specimen Unit Certificate (included in Exhibit 3.2).
4.2	Registration Rights Agreement, dated as of October 25, 2010, by and among Blueknight Energy Partners, L.P., Blueknight Energy Holding, Inc. and CB-Blueknight, LLC (filed as Exhibit 4.1 to the Partnership's Current Report on Form 8-K, filed on October 25, 2010, and incorporated herein by reference).
4.3	Specimen Series A Preferred Unit Certificate (filed as Exhibit 4.3 to the Partnership's Current Report on Form 8-K, filed on September 27, 2011, and incorporated herein by reference).
4.4	Amended and Restated Registration Rights Agreement, dated December 1, 2017, by and among Blueknight Energy Partners, L.P., Ergon Asphalt & Emulsions, Inc., Ergon Terminaling, Inc. and Ergon Asphalt Holdings, LLC (filed as Exhibit 4.1 to the Partnership's Current Report on Form 8-K, filed on December 1, 2017, and incorporated herein by reference).
4.5*	Description of Blueknight Energy Partners, L.P. securities registered under Section 12 of the Exchange Act.
10.1†	Blueknight Energy Partners G.P., L.L.C. Long-Term Incentive Plan (as amended and restated effective April 29, 2014) (filed as Exhibit 10.2 to the Partnership's Current Report on Form 8-K, filed on June 27, 2014, and incorporated herein by reference).
10.2*†	First Amendment to the Blueknight Energy Partners G.P., L.L.C. Long-Term Incentive Plan, dated January 17, 2018 (filed as Exhibit 10.7 to the Partnership's Annual Report on Form 10-K, filed on March 8, 2018, and incorporated herein by reference).

Table of Contents

10.3†	Form of Phantom Unit Agreement (for pre-2018 grants) (filed as Exhibit 10.19 to the Partnership's Annual Report on Form 10-K, filed on March 16, 2011, and incorporated herein by reference).
10.4†	Form of Phantom Unit Agreement (for grants during and after 2018) (filed as Exhibit 10.9 to the Partnership's Annual Report on Form 10-K, filed on March 8, 2018, and incorporated herein by reference).
10.5†	Form of Director Restricted Common Unit Agreement (for grants during and before 2017) (filed as Exhibit 10.2 to the Partnership's Current Report on Form 8-K, filed on December 23, 2008, and incorporated herein by reference).
10.6†	Form of Director Restricted Common Unit Agreement (for post-2017 grants) (filed as Exhibit 10.11 to the Partnership's Annual Report on Form 10-K, filed on March 8, 2018, and incorporated herein by reference).
10.7†	Employment Agreement, dated July 19, 2019, between D. Andrew Woodward and BKEP Management, Inc. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed on July 23, 2019, and incorporated herein by reference).
10.8†*	Offer of Employment Letter, dated March 29, 2019, between D. Andrew Woodard and BKEP Management, Inc.
10.9†	Form of Indemnification Agreement (filed as Exhibit 10.7 to the Partnership's Registration Statement on Form S-1 (Reg. No. 333-141196), filed on May 25, 2007, and incorporated herein by reference).
10.10†	Employment Agreement, dated October 4, 2012, between Mark Hurley and BKEP Management, Inc. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K/A, filed on October 4, 2012, and incorporated herein by reference).
10.11†*	Employee Phantom Unit Agreement, dated January 1, 2018, between Mark Hurley and Blueknight Energy Partners G.P., L.L.C.
10.12	Mutual Easement Agreement, dated as of April 7, 2009 to be effective as of 11:59 PM CDT March 31, 2009, among SemCrude, L.P., SemGroup Energy Partners, L.L.C., and SemGroup Crude Storage, L.L.C. (filed as Exhibit 10.12 to the Partnership's Current Report on Form 8-K, filed on April 10, 2009, and incorporated herein by reference).
10.13	Pipeline Easement Agreement, dated as of April 7, 2009 to be effective as of 11:59 PM CDT March 31, 2009, by and among White Cliffs Pipeline, L.L.C., SemGroup Energy Partners, L.L.C., and SemGroup Crude Storage, L.L.C. (filed as Exhibit 10.13 to the Partnership's Current Report on Form 8-K, filed on April 10, 2009, and incorporated herein by reference).
10.14†	Blueknight Energy Partners, L.P. Employee Unit Purchase Plan, dated to be effective as of June 23, 2014 (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed on June 27, 2014, and incorporated herein by reference).
10.15	Second Amended and Restated Credit Agreement, dated as of May 11, 2017, by and among Blueknight Energy Partners, L.P., Wells Fargo Bank, National Association, as Administrative Agent, and the several lenders from time to time party thereto (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed May 12, 2017 (Commission File No. 001-33503), and incorporated herein by reference).
10.16	First Amendment to Second Amended and Restated Credit Agreement, dated as of June 28, 2018, by and among the Partnership, Wells Fargo Bank, National Association, as Administrative Agent, and the lenders party thereto (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed June 29, 2018, and incorporated herein by reference).
10.17#	Storage, Throughput and Handling Agreement, dated October 5, 2016, by and among BKEP Materials, L.L.C., BKEP Terminalling, L.L.C., BKEP Asphalt, L.L.C., and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed on October 5, 2016, and incorporated herein by reference).
10.18#	First Amendment to the Storage, Throughput and Handling Agreement, dated July 12, 2018, by and between BKEP Materials, L.L.C., BKEP Terminalling, L.L.C., BKEP Asphalt, L.L.C., and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed July 13, 2018, and incorporated herein by reference).
10.19	Second Amendment to the Storage, Throughput and Handling Agreement, dated January 8, 2020, by and between BKEP Materials, L.L.C., BKEP Terminalling, L.L.C., BKEP Asphalt, L.L.C., and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.3 to the Partnership's Current Report on Form 8-K, filed January 13, 2020, and incorporated herein by reference).
10.20	Amendment to the Storage, Throughput and Handling Agreement, effective January 1, 2019, by and between BKEP Materials, L.L.C., BKEP Asphalt, L.L.C., and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.18 to the Partnership's Annual Report on Form 10-K, filed on March 12, 2019, and incorporated herein by reference).
10.21	Amendment to the Storage, Throughput and Handling Agreement, effective March 7, 2019, by and between BKEP Materials, L.L.C., BKEP Asphalt, L.L.C., and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.19 to the Partnership's Annual Report on Form 10-K, filed on March 12, 2019, and incorporated herein by reference).
10.22#	Amended and Restated Omnibus Agreement, dated July 12, 2018, by and between Ergon Asphalt & Emulsions, Inc., Blueknight Energy Partners G.P., L.L.C., Blueknight Energy Partners, L.P., Blueknight Terminalling, L.L.C., BKEP Materials, L.L.C. and BKEP Asphalt, L.L.C. (filed as Exhibit 10.2 to the Partnership's Current Report on Form 8-K, filed July 13, 2018, and incorporated herein by reference).
10.23#	Facilities Lease Agreement, dated May 18, 2009, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.6 to the Partnership's Quarterly Report on Form 10-Q, filed on November 2, 2016, and incorporated herein by reference).
10.24#	Master Facilities Lease Agreement, dated November 11, 2010, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.7 to the Partnership's Quarterly Report on Form 10-Q, filed on November 2, 2016, and incorporated herein by reference).
10.25	Second Amendment to Master Facilities Lease Agreement, dated July 2, 2012, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.8 to the Partnership's Quarterly Report on Form 10-Q, filed on November 2, 2016, and incorporated herein by reference).
10.26	Agreement, dated May 9, 2018, by and between Ergon Terminalling, Inc. and Blueknight Energy Partners, L.P. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed May 18, 2018, and incorporated herein by reference).
10.27	Membership Interest Purchase Agreement, dated January 2, 2020, by and between Blueknight Energy Partners, L.P. and Ergon, Inc. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed January 6, 2020, and incorporated herein by reference).
10.28	Domestic Crude Oil and Condensate Agreement, dated March 28, 2018, by and between Ergon Oil Purchasing, Inc. and BKEP Supply and Marketing, LLC (filed as Exhibit 10.3 to the Partnership's Quarterly Report on Form 10-Q, filed August 2, 2018, and incorporated herein by reference).

[Table of Contents](#)

10.29	Partial Lease Termination No. 5 to Master Facilities Lease Agreement, dated March 7, 2018, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C and Ergon Asphalt & Emulsions, Inc (filed as Exhibit 10.26 to the Partnership's Annual Report on Form 10-K, filed March 8, 2018, and incorporated herein by reference).
10.30	Fifth Amendment to Master Facilities Lease Agreement, dated March 7, 2018, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C and Ergon Asphalt & Emulsions, Inc (filed as Exhibit 10.27 to the Partnership's Annual Report on Form 10-K, filed March 8, 2018, and incorporated herein by reference).
10.31	Lessee Operated Facilities Lease Agreement, dated January 1, 2019, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C, and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.28 to the Partnership's Annual Report on Form 10-K, filed on March 12, 2019, and incorporated herein by reference).
10.32	Amendment to Lessee Operated Facilities Lease Agreement, dated January 8, 2020, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C, and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K, filed January 13, 2020, and incorporated herein by reference).
10.33	Owner Operated Storage, Throughput and Handling Agreement, dated January 1, 2019, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C, and Ergon Asphalt & Emulsions, Inc. filed as Exhibit 10.29 to the Partnership's Annual Report on Form 10-K, filed on March 12, 2019, and incorporated herein by reference.
10.34	Amendment to Owner Operated Storage, Throughput and Handling Agreement, dated January 8, 2020, by and between BKEP Materials, L.L.C, BKEP Asphalt, L.L.C, and Ergon Asphalt & Emulsions, Inc. (filed as Exhibit 10.2 to the Partnership's Current Report on Form 8-K, filed January 13, 2020, and incorporated herein by reference).
21.1*	List of Subsidiaries of Blueknight Energy Partners, L.P.
23.1*	Consent of PricewaterhouseCoopers, L.L.P.
31.1*	Certifications of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certifications of Chief Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Chief Executive Officer and Chief Accounting Officer pursuant to 18 U.S.C., Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. Pursuant to SEC Release 34-47551, this Exhibit is furnished to the SEC and shall not be deemed to be "filed."
101**	The following financial information from Blueknight Energy Partners, L.P.'s Annual Report on Form 10-K for the year ended December 31, 2019, formatted in XBRL (eXtensible Business Reporting Language): (i) Document and Entity Information; (ii) Consolidated Balance Sheets as of December 31, 2018 and 2019; (iii) Consolidated Statements of Operations for the years ended December 31, 2018 and 2019; (iv) Consolidated Statement of Changes in Partners' Capital(Deficit) for the years ended December 31, 2018 and 2019; (v) Consolidated Statements of Cash Flows for the years ended December 31, 2018 and 2019; and (vi) Notes to Consolidated Financial Statements.

* Filed herewith.

** Furnished herewith

Certain portions of this exhibit are subject to a request for confidential treatment by the Securities and Exchange Commission. The omitted portions have been separately filed with the Securities and Exchange Commission.

† As required by Item 15(a)(3) of Form 10-K, this exhibit is identified as a compensatory plan or arrangement.

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BLUEKNIGHT ENERGY PARTNERS, L.P.

By: Blueknight Energy Partners GP., L.L.C.
Its General Partner

March 26, 2020

By: /s/ D. Andrew Woodward
D. Andrew Woodward
Chief Financial Officer

March 26, 2020

By: /s/ Michael McLanahan
Michael McLanahan
Chief Accounting Officer

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 indicated on March 26, 2020.

Signature	Title
<u>/s/ Mark A. Hurley</u> Mark A. Hurley	Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ D. Andrew Woodward</u> D. Andrew Woodward	Chief Financial Officer (Principal Financial Officer)
<u>/s/ Michael McLanahan</u> Michael McLanahan	Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Duke R. Ligon</u> Duke R. Ligon	Director
<u>/s/ Steven M. Bradshaw</u> Steven M. Bradshaw	Director
<u>/s/ John A. Shapiro</u> John A. Shapiro	Director
<u>/s/ W.R. "Lee" Adams</u> W.R. "Lee" Adams	Director
<u>/s/ Edward D. Brooks</u> Edward D. Brooks	Director
<u>/s/ Joel D. Pastorek</u> Joel D. Pastorek	Director
<u>/s/ Robert H. Lampton</u> Robert H. Lampton	Director
<u>/s/ William W. Lampton</u> William W. Lampton	Director

INDEX TO BLUEKNIGHT ENERGY PARTNERS, L.P. CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm	F-1
Consolidated Balance Sheets as of December 31, 2018 and 2019	F-2
Consolidated Statements of Operations for the Years Ended December 31, 2018 and 2019	F-3
Consolidated Statements of Changes in Partners' Capital (Deficit) for the Years Ended December 31, 2018 and 2019	F-4
Consolidated Statements of Cash Flows for the Years Ended December 31, 2018 and 2019	F-5
Notes to the Consolidated Financial Statements	F-6

Report of Independent Registered Public Accounting Firm

To the Board of Directors of Blueknight Energy Partners G.P., L.L.C. as the general partner of Blueknight Energy Partners, L.P. and unit holders of Blueknight Energy Partners, L.P.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Blueknight Energy Partners, L.P. and its subsidiaries (the "Partnership") as of December 31, 2019 and 2018, and the related consolidated statements of operations, of changes in partners' capital (deficit) and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on the Partnership's consolidated 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 Partnership 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 consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Partnership 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 Partnership'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 consolidated 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 consolidated 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 consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP
Tulsa, Oklahoma
March 26, 2020

We have served as the Partnership's auditor since 2007.

BLUEKNIGHT ENERGY PARTNERS, L.P.
CONSOLIDATED BALANCE SHEETS
(in thousands, except per unit data)

	As of December 31,	
	2018	2019
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,455	\$ 558
Accounts receivable, net	35,683	23,716
Receivables from related parties, net	1,043	1,110
Other current assets	9,345	8,692
Total current assets	47,526	34,076
Property, plant and equipment, net of accumulated depreciation of \$263,554 and \$274,404 at December 31, 2018 and 2019, respectively	248,261	232,777
Goodwill	6,728	6,728
Debt issuance costs, net	3,349	2,344
Operating lease assets	-	10,758
Intangibles assets, net	16,834	14,088
Other noncurrent assets	606	1,169
Total assets	\$ 323,304	\$ 301,940
LIABILITIES AND PARTNERS' CAPITAL (DEFICIT)		
Current liabilities:		
Accounts payable	\$ 3,707	\$ 3,125
Accounts payable to related parties	2,263	2,460
Accrued crude oil purchases	13,949	6,706
Accrued crude oil purchases to related parties	10,219	11,807
Contingent liability with related party (Note 12)	-	12,221
Accrued interest payable	465	293
Accrued property taxes payable	3,089	3,247
Unearned revenue	3,206	1,942
Unearned revenue with related parties	4,835	2,934
Accrued payroll	3,667	4,823
Current operating lease liability	-	2,391
Other current liabilities	3,465	2,627
Total current liabilities	48,865	54,576
Long-term unearned revenue with related parties	1,714	2,149
Other long-term liabilities	4,010	2,417
Contingent liability with related party (Note 12)	10,019	-
Noncurrent operating lease liability	-	8,529
Long-term debt	265,592	255,592
Commitments and contingencies (Note 15)		
Partners' capital (deficit):		
Common unitholders (40,424,372 and 40,830,051 units issued and outstanding at December 31, 2018 and 2019, respectively)	370,972	356,777
Preferred Units (35,125,202 units issued and outstanding at both dates)	253,923	253,923
General partner interest (1.6% interest with 1,225,409 general partner units outstanding at both dates)	(631,791)	(632,023)
Total partners' capital (deficit)	(6,896)	(21,323)
Total liabilities and partners' capital (deficit)	\$ 323,304	\$ 301,940

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

BLUEKNIGHT ENERGY PARTNERS, L.P.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per unit data)

	Year ended December 31,	
	2018	2019
Service revenue:		
Third-party revenue	\$ 58,756	\$ 61,811
Related-party revenue	22,131	16,053
Lease revenue:		
Third-party revenue	42,067	41,712
Related-party revenue	25,961	20,443
Product sales revenue:		
Third-party revenue	235,438	231,051
Related-party revenue	482	-
Total revenue	<u>384,835</u>	<u>371,070</u>
Costs and expenses:		
Operating expense	113,890	103,289
Cost of product sales	126,776	83,319
Cost of product sales from related party	102,469	134,162
General and administrative expense	15,995	14,095
Asset impairment expense	53,068	2,476
Total costs and expenses	<u>412,198</u>	<u>337,341</u>
Gain on sale of assets	149	453
Operating income (loss)	<u>(27,214)</u>	<u>34,182</u>
Other income (expenses):		
Other income	-	268
Gain on sale of unconsolidated affiliate	2,225	-
Interest expense	(16,860)	(15,975)
Income (loss) before income taxes	<u>(41,849)</u>	<u>18,475</u>
Provision for income taxes	198	63
Net income (loss)	<u>\$ (42,047)</u>	<u>\$ 18,412</u>
Allocation of net income (loss) for calculation of earnings per unit:		
General partner interest in net income (loss)	\$ (512)	\$ 337
Preferred interest in net income	\$ 25,115	\$ 25,115
Net loss available to limited partners	\$ (66,650)	\$ (7,040)
Basic and diluted net loss per common unit	\$ (1.61)	\$ (0.17)
Weighted average common units outstanding - basic and diluted	40,348	40,755

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

BLUEKNIGHT ENERGY PARTNERS, L.P.
CONSOLIDATED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL (DEFICIT)
(in thousands)

	Common Unitholders	Preferred Unitholders	General Partner Interest	Total Partners' Capital(Deficit)
Balance, December 31, 2017	\$ 454,358	\$ 253,923	\$ (703,597)	\$ 4,684
Net income (loss)	(66,818)	25,115	(344)	(42,047)
Equity-based incentive compensation	1,811	-	34	1,845
Distributions	(18,587)	(25,115)	(1,034)	(44,736)
Capital contributions	-	-	183	183
Capital contributions related to sale of terminal assets to Ergon	-	-	72,967	72,967
Proceeds from sale of 61,327 common units pursuant to the Employee Unit Purchase Plan	208	-	-	208
Balance, December 31, 2018	\$ 370,972	\$ 253,923	\$ (631,791)	\$ (6,896)
Net income (loss)	(6,990)	25,115	287	18,412
Equity-based incentive compensation	953	-	20	973
Distributions	(8,334)	(25,115)	(539)	(33,988)
Proceeds from sale of 161,971 common units pursuant to the Employee Unit Purchase Plan	176	-	-	176
Balance, December 31, 2019	\$ 356,777	\$ 253,923	\$ (632,023)	\$ (21,323)

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

BLUEKNIGHT ENERGY PARTNERS, L.P.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year ended December 31,	
	2018	2019
Cash flows from operating activities:		
Net income (loss)	\$ (42,047)	\$ 18,412
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	29,359	25,533
Intangible asset impairment charge	189	-
Amortization and write-off of debt issuance costs	1,451	1,005
Unrealized gain related to interest rate swaps	(201)	44
Fixed asset impairment charge	42,860	274
Other impairment charge (Note 12)	10,019	2,202
Gain on sale of assets	(149)	(453)
Gain on sale of unconsolidated affiliate	(2,225)	-
Equity-based incentive compensation	1,845	973
Changes in assets and liabilities:		
Decrease (increase) in accounts receivable	(25,452)	9,325
Decrease (increase) in receivables from related parties	2,027	(67)
Decrease in other current assets	3,399	2,628
Decrease in other non-current assets	442	2,964
Decrease in accounts payable	(592)	(702)
Increase (decrease) in payables to related parties	342	(282)
Increase (decrease) in accrued crude oil purchases	13,949	(7,243)
Increase in accrued crude oil purchases to related parties	10,219	1,588
Decrease in accrued interest payable	(229)	(172)
Increase in accrued property taxes	1,031	158
Increase (decrease) in unearned revenue	785	(1,961)
Increase (decrease) in unearned revenue from related parties	5,714	(1,966)
Increase (decrease) in accrued payroll	(2,452)	1,156
Decrease in other accrued liabilities	(1,500)	(3,579)
Net cash provided by operating activities	48,784	49,837
Cash flows from investing activities:		
Acquisitions	(21,959)	-
Capital expenditures	(34,400)	(12,746)
Proceeds from sale of assets	5,051	8,410
Proceeds from sale of terminal assets to Ergon	88,538	-
Proceeds from sale of unconsolidated affiliate	2,225	-
Net cash provided by (used in) investing activities	39,455	(4,336)
Cash flows from financing activities:		
Payments on other financing activities	(2,550)	(2,586)
Debt issuance costs	(358)	-
Borrowings under credit agreement	324,000	291,000
Payments under credit agreement	(366,000)	(301,000)
Proceeds from equity issuance	208	176
Capital contributions	183	-
Distributions	(44,736)	(33,988)
Net cash used in financing activities	(89,253)	(46,398)
Net decrease in cash and cash equivalents	(1,014)	(897)
Cash and cash equivalents at beginning of period	2,469	1,455
Cash and cash equivalents at end of period	\$ 1,455	\$ 558
Supplemental disclosure of non-cash financing and investing cash flow information:		
Non-cash changes in property, plant and equipment	\$ (715)	\$ 1,590
Non-cash change in assets and liabilities due to settlement items related to the sale of terminal assets to Ergon	\$ (1,308)	\$ -
Increase in accrued liabilities related to insurance premium financing agreement	\$ 2,184	\$ 2,356
Cash paid for interest, net of amounts capitalized	\$ 16,088	\$ 15,150
Cash paid for income taxes	\$ 133	\$ 227

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

BLUEKNIGHT ENERGY PARTNERS, L.P.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. ORGANIZATION AND NATURE OF BUSINESS

Blueknight Energy Partners, L.P. and subsidiaries (collectively, the "Partnership") is a publicly traded master limited partnership with operations in 27 states. The Partnership provides integrated terminalling, gathering and transportation services for companies engaged in the production, distribution and marketing of liquid asphalt and crude oil. The Partnership manages its operations through four operating segments: (i) asphalt terminalling services, (ii) crude oil terminalling services, (iii) crude oil pipeline services and (iv) crude oil trucking services. On April 24, 2018, the Partnership sold the producer field services business. As a result of the sale of the producer field services business, the Partnership changed the name of the crude oil trucking and producer field services operating segment to crude oil trucking services during the second quarter of 2018. See Note 6 for additional information. The Partnership's common units and Preferred Units, which represent limited partnership interests in the Partnership, are listed on the Nasdaq Global Market under the symbols "BKEP" and "BKEPP," respectively. The Partnership was formed in February 2007 as a Delaware master limited partnership initially to own, operate and develop a diversified portfolio of complementary midstream energy assets.

2. BASIS OF CONSOLIDATION AND PRESENTATION

The accompanying consolidated financial statements and related notes present and discuss the Partnership's consolidated financial position as of December 31, 2018 and 2019, and the consolidated results of the Partnership's operations, cash flows and changes in partners' capital (deficit) for the years ended December 31, 2018 and 2019. The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All significant intercompany accounts and transactions have been eliminated in the preparation of the accompanying consolidated financial statements. Certain reclassifications have been made to the prior period consolidated financial statements to conform to the current period presentation.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

USE OF ESTIMATES - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosure of contingencies. Management makes significant estimates including: (1) allowance for doubtful accounts receivable; (2) estimated useful lives of assets, which impacts depreciation; (3) estimated cash flows and fair values inherent in impairment tests; (4) accruals related to revenues and expenses; (5) the estimated fair value of financial instruments; and (6) liability and contingency accruals. Although management believes these estimates are reasonable, actual results could differ from these estimates.

CASH AND CASH EQUIVALENTS - Cash and cash equivalents includes cash and all investments with original maturities of three months or less which are readily convertible into known amounts of cash.

ACCOUNTS RECEIVABLE - The majority of the Partnership's accounts receivable relates to its crude oil pipeline services segment, specifically the crude oil marketing business. Accounts receivable included in the consolidated balance sheets are reflected net of the allowance for doubtful accounts of less than \$0.1 million at both December 31, 2018 and 2019.

The Partnership reviews all outstanding accounts receivable balances on a monthly basis and records a reserve for amounts that the Partnership expects will not be fully recovered. Although the Partnership considers its allowance for doubtful trade accounts receivable to be adequate, there is no assurance that actual amounts will not vary significantly from estimated amounts.

PROPERTY, PLANT AND EQUIPMENT - Property, plant and equipment are recorded at cost. Expenditures for maintenance and repairs that do not add capacity or extend the useful life of an asset are expensed as incurred. The carrying values of the assets are based on estimates, assumptions and judgments relative to useful lives and salvage values. As assets are disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in operating income in the consolidated statements of operations.

Depreciation is calculated using the straight-line method based on estimated useful lives of the 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 and abandonment requirements, economic conditions and supply and demand in the area. When assets are put into service, management makes estimates with respect to useful lives and salvage values that it believes are reasonable. However, subsequent events could cause management to change its estimates, thus impacting the future calculation of depreciation.

The Partnership has contractual obligations to perform dismantlement and removal activities in the event that some of its liquid asphalt terminalling assets are abandoned (see Note 15). Such obligations are recognized in the period incurred if reasonably estimable.

IMPAIRMENT OF LONG-LIVED ASSETS AND OTHER INTANGIBLE ASSETS - Long-lived assets with recorded values that are not expected to be recovered through future cash flows are written down to estimated fair value. A long-lived asset is tested for impairment when events or circumstances indicate that its carrying value may not be recoverable. The carrying value of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If the carrying value exceeds the sum of the undiscounted cash flows, an impairment loss equal to the amount by which the carrying value exceeds the fair value of the asset is recognized. Fair value is generally determined from estimated discounted future net cash flows.

During the year ended December 31, 2019, the Partnership recognized fixed asset impairment expenses of approximately \$0.3 million related to the flood damage at certain asphalt facilities. The Partnership recognized \$2.2 million in impairment charges during the year ended December 31, 2019, due to changes in estimates and accrued interest related to Ergon's investment in Cimarron Pipeline, for which it also recognized a \$10.0 million impairment during the year ended December 31, 2018. See Note 12 for more information. During the year ended December 31, 2018, the Partnership also recognized fixed asset impairment expenses of approximately \$40.7 million related to a markdown of our pipeline system to estimated fair value, \$1.7 million related to the market value of its pipeline linefill assets and \$0.4 million related to the value of obsolete trucking stations in Oklahoma and Colorado.

Acquired customer relationships are capitalized and amortized over useful lives ranging from 5 to 20 years using the straight-line method of amortization. An impairment loss is recognized for definite-lived intangibles if the carrying amount of an intangible asset is not recoverable and its carrying amount exceeds its fair value. During the year ended December 31, 2018, the Partnership recognized intangible asset impairment charges of \$0.2 million related to a customer contract asset in the crude oil pipeline services business. Intangible asset impairment charges are included in the line item "Asset impairment expense" on the consolidated statements of operations.

The substantial or extended decline in crude oil commodity prices could result in impairments of the Partnership's assets in the future.

EQUITY METHOD INVESTMENTS - The Partnership's approximate 30% ownership investment in Advantage Pipeline, L.L.C. ("Advantage Pipeline"), over which the Partnership had significant influence but not control, was accounted for by the equity method. The Partnership did not consolidate any part of the assets or liabilities of its equity method investee. On April 3, 2017, Advantage Pipeline was acquired by a joint venture formed by affiliates of Plains All American Pipeline, L.P. and Noble Midstream Partners LP. The Partnership's share of net income or loss is reflected as one line item on the Partnership's consolidated statements of operations entitled "Equity earnings in unconsolidated affiliate" and increased or decreased, as applicable, the carrying value of the Partnership's investment in the unconsolidated affiliate on the consolidated balance sheets. Distributions to the Partnership reduced the carrying value of its investment and are reflected in the Partnership's consolidated statements of cash flows in the line item "Distributions from unconsolidated affiliate." In turn, contributions increased the carrying value of the Partnership's investment and were reflected in the Partnership's consolidated statements of cash flows in investing activities. See Note 5 for additional information.

DEBT ISSUANCE COSTS - Costs incurred in connection with the issuance of long-term debt related to the Partnership's credit agreement are capitalized and amortized using the straight-line method over the term of the related debt. Use of the straight-line method does not differ materially from the "effective interest" method of amortization.

GOODWILL - Goodwill represents the excess of the cost of acquisitions over the amounts assigned to assets acquired and liabilities assumed. Goodwill is not amortized but is tested annually in December for impairment or when events and circumstances warrant an interim evaluation. Goodwill is tested for impairment at a level of reporting referred to as a reporting unit. The Partnership has four reporting units comprised of its (i) asphalt terminalling services, (ii) crude oil terminalling services, (iii) crude oil pipeline services and (iv) crude oil trucking services. If the fair value of a reporting unit exceeds its carrying amount, goodwill of the reporting unit is not considered to be impaired. The impairment test is generally based on the estimated discounted future net cash flows of the respective reporting unit, utilizing discount rates and other factors in determining the fair value of the reporting unit. Inputs in the Partnership's estimated discounted future net cash flows include existing and estimated future asset utilization, estimated growth rates in future cash flows and estimated terminal values (these are all considered Level 3 inputs).

Changes in the carrying amount of goodwill are summarized below for the periods indicated (in thousands):

	Asphalt Terminalling Services
Balance, December 31, 2017	\$ 3,870
Acquisition	2,858
Balance, December 31, 2018	<u>\$ 6,728</u>

There were no changes to the carrying amount of goodwill in 2019. Impairment testing indicated there was no impairment of goodwill in 2018 or in 2019.

ENVIRONMENTAL MATTERS - Liabilities for loss contingencies, including environmental remediation costs, arising from claims, assessments, litigation, fines, penalties and other sources are charged to expense when it is probable that a liability has been incurred and the amount of the assessment and/or remediation can be reasonably estimated. The Partnership had loss contingencies related to environmental matters of \$0.2 million and \$0.1 million as of December 31, 2018 and 2019, respectively.

REVENUE RECOGNITION - The Partnership recognizes service and product sales revenue in accordance with ASC 606. On January 1, 2019, the Partnership adopted the new accounting standard *ASC 842 - Leases* and all related amendments ("new lease standard") using the modified retrospective method. Results for reporting periods beginning on January 1, 2019, are presented under the new lease standard, while prior period amounts are not adjusted and continue to be reported in accordance with the Partnership's historic accounting under *ASC 840 - Leases*. See Note 4 for detailed discussion regarding the Partnership's revenue recognition policies.

INCOME AND OTHER TAXES - For federal and most state income tax purposes, the majority of income, gains, losses, deductions and tax credits generated by the Partnership flow through to the unitholders of the Partnership and are subject to income tax at the individual partner level. The Partnership is subject to the Texas state franchise (margin) tax, and the earnings associated with the Partnership's taxable subsidiary are subject to federal and state income taxes. The Partnership has estimated its liability related to these taxes to be \$0.2 million and \$0.1 million for the years ended December 31, 2018 and 2019, respectively. This liability is reflected on the Partnership's consolidated statements of operations as "Provision for income taxes." See Note 20 for a discussion of certain risks related to the Partnership's ability to be treated as a partnership for federal income tax purposes.

STOCK-BASED COMPENSATION - The Partnership's general partner adopted the Blueknight Energy Partners G.P. L.L.C. Long-Term Incentive Plan (the "LTIP"), under which 4.1 million units are reserved for issuance, subject to adjustment for certain events. The compensation committee of the Board administers the LTIP. Although other types of awards are contemplated under the LTIP, awards issued to date include "phantom" units, which convey the right to receive common units upon vesting, and "restricted" units, which are grants of common units restricted until the time of vesting. Certain of the phantom unit awards also include distribution equivalent rights ("DERs"). A DER entitles the grantee to a cash payment equal to the cash distribution paid on an outstanding common unit prior to the vesting date of the underlying award. Cash distributions paid on DERs are accounted for as partnership distributions. Recipients of restricted units are entitled to receive cash distributions paid on common units during the vesting period.

The Partnership classifies unit award grants as either equity or liability awards. All award grants made under the LTIP from its inception through December 31, 2019, have been classified as equity awards. Fair value for award grants classified as equity is determined on the grant date of the award and this value is recognized as compensation expense ratably over the requisite service period of unit award grants, which generally is the vesting period. Fair value for equity awards is calculated as the closing price of the Partnership's common units representing limited partner interests in the Partnership ("common units") on the grant date and is reduced by the present value of estimated cash distributions to be paid on common units during the vesting period to the extent a unit award does not include DERs. Compensation expense related to unit-based payments is included in operating and general and administrative expenses on the Partnership's consolidated statements of operations.

FAIR VALUE OF FINANCIAL INSTRUMENTS - The Partnership measures all financial instruments, including derivatives embedded in other contracts, at fair value and recognizes them in the consolidated balance sheets as an asset or a liability, depending on its rights and obligations under the applicable contract. The changes in the fair value of financial instruments are recognized currently in earnings in the consolidated statements of operations.

4. REVENUE

On January 1, 2019, the Partnership adopted the new accounting standard *ASC 842 - Leases* and all related amendments ("new lease standard") using the modified retrospective method. Results for reporting periods beginning on January 1, 2019, are presented under the new lease standard, while prior period amounts are not adjusted and continue to be reported in accordance with the Partnership's historic accounting under *ASC 840 - Leases*. The adoption of ASC 842 did not have a material effect on the Partnership's revenue recognition. The primary impact is a change to the recognition of variable consideration that has both a service and lease component. Previously, the variable consideration related to the service component was estimated at the beginning of the contract year and recognized on a straight-line basis over the year. Under ASC 842, the variable consideration related to the service component is treated as a change in estimate in the period when the facts and circumstances on which the variable payment is based occur.

There are two types of contracts in the asphalt terminalling segment: (i) operating lease contracts, under which customers operate the facilities, and (ii) storage, throughput and handling contracts, under which the Partnership operates the facilities. The operating lease contracts are accounted for in accordance with *ASC 842 - Leases*. The storage, throughput and handling contracts contain both lease revenue and non-lease service revenue. In accordance with ASC 842 and 606, fixed consideration is allocated to the lease and service components based on their relative stand-alone selling price. The stand-alone selling price of the lease component is calculated using the average internal rate of return under the operating lease agreements. The stand-alone selling price of the service component is calculated by applying an appropriate margin to the expected costs to operate the facility. The service component contains a single performance obligation that consists of a stand-ready obligation to perform activities as directed by the customer, and revenue is recognized on a straight-line basis over time as the customer receives and consumes benefits. The lease component is recognized on a straight-line basis over the term of the initial lease. Fixed consideration, consisting of the monthly storage and handling fees, is billed a month prior to the performance of services and is due by the first day of the month of service. Payments received in advance of the month of service are recorded as unearned revenue until the service is performed, and the service component is treated as a contract liability.

Asphalt storage, throughput and handling contracts also contain variable consideration in the form of reimbursements of utility, fuel and power expenses and throughput fees. Utility, fuel and power reimbursements are allocated entirely to the service component of the contracts. Utility, fuel and power reimbursements relate directly to the distinct monthly service that makes up the overall performance obligation and revenue is recognized in the period in which the service takes place. Variable consideration related to reimbursements of utility, fuel and power expenses is billed in the month subsequent to the period of service, and payment is due within 30 days of billing. Throughput fees are allocated to both the lease and service component of the contracts using the allocation percentages from contract inception. In accordance with ASC 842, the lease component of variable throughput fees is recognized in the period when the changes in facts and circumstances on which the variable payment is based occur. Additionally, under ASC 842, when variable consideration contains both a lease and non-lease service component, the service component cannot be recognized until the period in which the changes in facts and circumstances on which the variable payment is based occur. At that time, it can be recognized in accordance with ASC 606. The service component of variable throughput fees is treated as a change in estimate in the period in which the changes in facts and circumstances on which the variable payment is based occur and is then recognized on a straight-line basis over time as the customer receives and consumes benefits. Payment on variable throughput consideration is due within 30 days of billing.

Certain asphalt storage, throughput and handling contracts contain provisions for reimbursement of specified major maintenance costs above a specified threshold over the life of the contract. Reimbursements of specified major maintenance costs are allocated to both the lease and service component of the contracts using the allocation percentages from contract inception. Reimbursements of specified major maintenance costs are reviewed and paid quarterly, which may result in overpayments that must be paid back to the customer in future years. As such, the service component of this consideration is constrained and recorded in unearned revenue (contract liability) until facts and circumstances indicate it is probable that the minimum threshold will be met. In the event the minimum threshold is not met, the Partnership will return the reimbursement to the customer.

The following table includes revenue associated with contractual commitments in place related to future performance obligations as of the end of the reporting period, which are expected to be recognized in revenue in the specified periods (in thousands):

	Revenue from Contracts with Customers ⁽¹⁾	Revenue from Leases
2020	\$ 31,879	\$ 56,114
2021	30,209	55,017
2022	23,198	44,262
2023	17,605	35,289
2024	8,040	18,141
Thereafter	6,719	17,575
Total revenue related to future performance obligations	\$ 117,650	\$ 226,398

(1) Excluded from the table is revenue that is either constrained or related to performance obligations that are wholly unsatisfied as of December 31, 2019.

The Partnership recognized variable lease consideration of \$5.1 million and \$6.1 million for the years ended December 31, 2018 and 2019, respectively, under operating lease agreements. Of the variable lease consideration, \$2.6 million and \$2.7 million related to reimbursement revenues for the years ended December 31, 2018 and 2019, respectively.

Crude oil terminalling services contracts can be either short- or long-term written contracts. The contracts contain a single performance obligation that consists of a series of distinct services provided over time. Customers are billed a month prior to the performance of terminalling services and payment is due by the first day of the month of service. Payments received in advance of the month of service are recorded as unearned revenue (contract liability) until the service is performed. These contracts also contain provisions under which customers are invoiced for product throughput in the month following the month in which the service is provided. Payment on product throughput is due within 30 days. The Partnership has elected to use the right-to-invoice expedient on crude oil terminalling services contracts as the right to consideration corresponds directly with the value to the customer of performance completed to date.

There are primarily two types of contracts in the crude oil pipeline segment: (i) monthly transportation contracts and (ii) product sales contracts.

Under crude oil pipeline services monthly transportation contracts, customers submit nominations for transportation monthly and a contract is created upon the Partnership's acceptance of the nomination under its published tariffs. Crude oil pipeline services contracts have a single performance obligation to perform the transportation service. The transportation service is provided to the customer in the same month in which the customer makes the related nomination. Revenue is recorded in the month of service and invoiced in the following month. Payment is due within 30 days. The Partnership has elected to use the right-to-invoice expedient on crude oil pipeline services contracts as the right to consideration corresponds directly with the value to the customer of performance completed to date.

The Partnership also purchases crude oil and resells to third parties under written product sales contracts. Product sales contracts have a single performance obligation, and revenue is recognized at the point in time that control is transferred to the customer. Control is considered transferred to the customer on the day of the sale. Customers are invoiced in the following month. Payment is due within 30 days. The Partnership has elected to use the right-to-invoice expedient on product sales contracts as the right to consideration corresponds directly with the value to the customer of performance completed to date.

Services in the crude oil trucking segment are provided under master service agreements with customers that include rate sheets. Contracts are initiated when a customer requests service and both parties are committed upon the Partnership's acceptance of the customer's request. Crude oil trucking contracts have a single performance obligation to perform the service, which is completed in a day. Revenue is recorded in the month of service and invoiced in the following month. Payment is due within 30 days. The Partnership has elected to use the right-to-invoice expedient on crude oil trucking revenues as the right to consideration corresponds directly with the value to the customer of performance completed to date.

Disaggregation of Revenue

Disaggregation of revenue from contracts with customers for each operating segment by revenue type is presented as follows (in thousands):

	Year ended December 31, 2018				
	Asphalt Terminalling Services	Crude Oil Terminalling Services	Crude Oil Pipeline Services	Crude Oil Trucking Services	Total
Third-party revenue:					
Fixed storage, throughput and other revenue	\$ 18,100	\$ 10,966	\$ -	\$ -	\$ 29,066
Variable throughput revenue	918	962	-	-	1,880
Variable reimbursement revenue	7,090	-	-	-	7,090
Crude oil transportation revenue	-	-	6,396	14,324	20,720
Crude oil product sales revenue	-	-	235,428	10	235,438
Related-party revenue:					
Fixed storage, throughput and other revenue	15,352	-	215	-	15,567
Variable throughput revenue	762	-	-	-	762
Variable reimbursement revenue	5,572	-	230	-	5,802
Product sales revenue	482	-	-	-	482
Total revenue from contracts with customers	\$ 48,276	\$ 11,928	\$ 242,269	\$ 14,334	\$ 316,807

	Year ended December 31, 2019				
	Asphalt Terminalling Services	Crude Oil Terminalling Services	Crude Oil Pipeline Services	Crude Oil Trucking Services	Total
Third-party revenue:					
Fixed storage, throughput and other revenue	\$ 20,334	\$ 13,065	\$ -	\$ -	\$ 33,399
Variable throughput revenue	1,234	2,300	-	-	3,534
Variable reimbursement revenue	7,121	-	-	-	7,121
Crude oil transportation revenue	-	-	6,691	11,066	17,757
Crude oil product sales revenue	-	-	231,051	-	231,051
Related-party revenue:					
Fixed storage, throughput and other revenue	11,314	-	229	-	11,543
Variable reimbursement revenue	4,473	-	37	-	4,510
Total revenue from contracts with customers	\$ 44,476	\$ 15,365	\$ 238,008	\$ 11,066	\$ 308,915

Contract Balances

The timing of revenue recognition, billings and cash collections result in billed accounts receivable and unearned revenue (contract liabilities) on the consolidated balance sheets as noted in the contract discussions above. Accounts receivable are reflected in the line items "Accounts receivable" and "Receivables from related parties" on the consolidated balance sheets. Unearned revenue is included in the line items "Unearned revenue," "Unearned revenue with related parties," "Long-term unearned revenue with related parties" and "Other long-term liabilities" on the consolidated balance sheets.

Billed accounts receivable from contracts with customers were \$34.6 million and \$23.2 million at December 31, 2018 and 2019, respectively.

The Partnership records unearned revenues when cash payments are received in advance of performance. Unearned revenue related to contracts with customers was \$5.9 million and \$3.0 million at December 31, 2018 and 2019, respectively. For the year ended December 31, 2019, the Partnership recognized \$2.8 million of revenues that were previously included in the unearned revenue balance for services provided during the period.

Practical Expedients and Exemptions

The Partnership does not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which revenue is recognized at the amount to which the Partnership has the right to invoice for services performed. The Partnership is using the right-to-invoice practical expedient on all contracts with customers in its crude oil terminalling services, crude oil pipeline services and crude oil trucking services segments.

5. EQUITY METHOD INVESTMENT

The Partnership's investment in Advantage Pipeline, L.L.C. ("Advantage Pipeline"), over which the Partnership had significant influence but not control, was accounted for by the equity method. The Partnership did not consolidate any part of the assets or liabilities of Advantage Pipeline. On April 3, 2017, Advantage Pipeline was acquired by a joint venture formed by affiliates of Plains All American Pipeline, L.P. and Noble Midstream Partners LP. The Partnership received cash proceeds at closing from the sale of its approximate 30% equity ownership interest in Advantage Pipeline of approximately \$25.3 million and recorded a gain on the sale of the investment of \$4.2 million. Approximately 10% of the gross sale proceeds were held in escrow, subject to certain post-closing settlement terms and conditions. The Partnership received approximately \$1.1 million of the funds held in escrow in August 2017, and approximately \$2.2 million for its pro rata portion of the remaining net escrow proceeds in January 2018. The Partnership's proceeds were used to prepay revolving debt (without a commitment reduction). As of December 31, 2019, the Partnership had no equity investments.

6. PROPERTY, PLANT AND EQUIPMENT

	Estimated Useful Lives (Years)	As of December 31,	
		2018	2019
		(dollars in thousands)	
Land	N/A	\$ 24,705	\$ 24,705
Land improvements	10-20	5,758	5,831
Pipelines and facilities	5-30	116,155	105,985
Storage and terminal facilities	10-35	321,096	328,092
Transportation equipment	3-10	2,798	3,613
Office property and equipment and other	3-20	26,980	27,292
Pipeline linefill and tank bottoms	N/A	10,297	8,148
Construction-in-progress	N/A	4,026	3,515
Property, plant and equipment, gross		511,815	507,181
Accumulated depreciation		(263,554)	(274,404)
Property, plant and equipment, net		\$ 248,261	\$ 232,777

Plant, property and equipment under operating leases at December 31, 2019, in which the Partnership is the lessor, had a cost basis of \$287.7 million and accumulated depreciation of \$181.4 million.

Depreciation expense for the years ended December 31, 2018 and 2019 was \$26.9 million and \$22.5 million, respectively.

During the year ended December 31, 2019, the Partnership sold various surplus assets, including three truck stations, a portion of pipeline linefill, and a 35-mile, standalone portion of its Mid-Continent pipeline system. Proceeds received during the year for these sales were \$5.7 million and resulted in a net gain on sale of assets of \$0.5 million. In addition, proceeds received during the year ended December 31, 2019, included \$2.6 million related to a sale of pipeline linefill in December 2018 for which the proceeds were received in January 2019.

During the year ended December 31, 2018, the Partnership recognized fixed asset impairment expenses of approximately \$40.7 million related to a markdown of our pipeline system to estimated fair value, \$1.7 million related to the market value of its pipeline linefill assets and \$0.4 million related to the value of obsolete trucking stations in Oklahoma and Colorado.

On July 12, 2018, the Partnership sold certain asphalt terminals, storage tanks and related real property, contracts, permits, assets and other interests located in Lubbock and Saginaw, Texas and Memphis, Tennessee (the "Divestiture") to Ergon Asphalt & Emulsion, Inc. for a purchase price of \$90.0 million, subject to customary adjustments. The Divestiture does not qualify as discontinued operations as it does not represent a strategic shift that will have a major effect on the Partnership's operations or financial results. The Partnership used the proceeds received at closing to prepay revolving debt under its credit agreement.

In April 2018, the Partnership sold its producer field services business. The Partnership received cash proceeds at closing of approximately \$3.0 million and recorded a gain of \$0.4 million. The Partnership used the proceeds received at closing to repay revolving debt under its credit facility. The sale of the producer field services business does not qualify as discontinued operations as it does not represent a strategic shift that will have a major effect on the Partnership's operations or financial results.

On March 7, 2018, the Partnership acquired an asphalt terminaling facility located in Oklahoma from a third party for \$22.0 million.

7. INTANGIBLE ASSETS, NET

Intangible assets, net of accumulated amortization, consist of the following:

	As of December 31,	
	2018	2019
	(in thousands)	
Customer relationships	\$ 19,214	\$ 19,214
Deferred charges related to pipeline connection agreements	2,716	2,653
Intangible assets, gross	21,930	21,867
Accumulated amortization of intangible assets	(5,096)	(7,779)
Intangible assets, net	<u>\$ 16,834</u>	<u>\$ 14,088</u>

Amortization expense related to intangibles for the years ended December 31, 2018 and 2019, was \$2.5 million and \$2.7 million, respectively. The estimated aggregate future amortization expense on amortizable intangible assets currently owned by the Partnership is as follows (in thousands):

For year ending:

December 31, 2020	\$ 2,746
December 31, 2021	2,746
December 31, 2022	2,746
December 31, 2023	1,321
December 31, 2024	1,321
Thereafter	3,208
Total estimated aggregate amortization expense	<u>\$ 14,088</u>

Customer relationships include \$7.6 million and \$8.4 million related to the acquisition of asphalt facilities in March 2018 and February 2016, respectively, and \$3.2 million related to the acquisition of a pipeline and crude oil marketing business in November 2015. The customer relationships are being amortized over a range of 5 to 20 years.

During the year ended December 31, 2018, the Partnership recognized intangible asset impairment charges of \$0.2 million related to a customer contract asset in crude oil pipeline services business.

8. DEBT

On May 11, 2017, the Partnership entered into an amended and restated credit agreement. On June 28, 2018, the credit agreement was amended to, among other things, reduce the revolving loan facility from \$450.0 million to \$400.0 million and amend the maximum permitted consolidated total leverage ratio as discussed below.

As of March 23, 2020, approximately \$273.6 million of revolver borrowings and \$1.0 million of letters of credit were outstanding under the credit agreement, leaving the Partnership with available capacity of approximately \$125.4 million for additional revolver borrowings and letters of credit under the credit agreement, although the Partnership's ability to borrow such funds may be limited by the financial covenants in the credit agreement. The proceeds of loans made under the amended and restated credit agreement may be used for working capital and other general corporate purposes of the Partnership.

The credit agreement is guaranteed by all of the Partnership's existing subsidiaries. Obligations under the credit agreement are secured by first priority liens on substantially all of the Partnership's assets and those of the guarantors.

The credit agreement includes procedures for additional financial institutions to become revolving lenders, or for any existing lender to increase its revolving commitment thereunder, subject to an aggregate maximum of \$600.0 million for all revolving loan commitments under the credit agreement.

The credit agreement will mature on May 11, 2022, and all amounts outstanding under the credit agreement will become due and payable on such date. The credit agreement requires mandatory prepayments of amounts outstanding thereunder with the net proceeds from certain asset sales, property or casualty insurance claims and condemnation proceedings, unless the Partnership reinvests such proceeds in accordance with the credit agreement, but these mandatory prepayments will not require any reduction of the lenders' commitments under the credit agreement.

Borrowings under the credit agreement bear interest, at the Partnership's option, at either the reserve-adjusted eurodollar rate (as defined in the credit agreement) plus an applicable margin which ranges from 2.0% to 3.25% or the alternate base rate (the highest of the agent bank's prime rate, the federal funds effective rate plus 0.5% and the 30-day eurodollar rate plus 1.0%) plus an applicable margin which ranges from 1.0% to 2.25%. The Partnership pays a per annum fee on all letters of credit issued under the credit agreement, which fee equals the applicable margin for loans accruing interest based on the eurodollar rate, and the Partnership pays a commitment fee ranging from 0.375% to 0.5% on the unused commitments under the credit agreement. The applicable margins for the Partnership's interest rate, the letters of credit fee and the commitment fee vary quarterly based on the Partnership's consolidated total leverage ratio (as defined in the credit agreement, being generally computed as the ratio of consolidated total debt to consolidated earnings before interest, taxes, depreciation, amortization and certain other non-cash charges).

The credit agreement includes financial covenants which are tested on a quarterly basis, based on the rolling four-quarter period that ends on the last day of each fiscal quarter.

Prior to the date on which the Partnership issues qualified senior notes in an aggregate principal amount (when combined with all other qualified senior notes previously or concurrently issued) that equals or exceeds \$200.0 million, the maximum permitted consolidated total leverage ratio will be 5.00 to 1.00 for the fiscal quarter ending and December 31, 2019, and 4.75 to 1.00 for the fiscal quarter ending March 31, 2020, and each fiscal quarter thereafter; provided that the maximum permitted consolidated total leverage ratio may be increased to 5.25 to 1.00 for certain quarters after December 31, 2019, based on the occurrence of a specified acquisition (as defined in the credit agreement, but generally being an acquisition for which the aggregate consideration is \$15.0 million or more).

From and after the date on which the Partnership issues qualified senior notes in an aggregate principal amount (when combined with all other qualified senior notes previously or concurrently issued) that equals or exceeds \$200.0 million, the maximum permitted consolidated total leverage ratio is 5.00 to 1.00; provided that from and after the fiscal quarter ending immediately preceding the fiscal quarter in which a specified acquisition occurs, to and including the last day of the second full fiscal quarter following the fiscal quarter in which such acquisition occurred, the maximum permitted consolidated total leverage ratio is 5.50 to 1.00.

The maximum permitted consolidated senior secured leverage ratio (as defined in the credit agreement, but generally computed as the ratio of consolidated total secured debt to consolidated earnings before interest, taxes, depreciation, amortization and certain other non-cash charges) is 3.50 to 1.00, but this covenant is only tested from and after the date on which the Partnership issues qualified senior notes in an aggregate principal amount (when combined with all other qualified senior notes previously or concurrently issued) that equals or exceeds \$200.0 million.

The minimum permitted consolidated interest coverage ratio (as defined in the credit agreement, but generally computed as the ratio of consolidated earnings before interest, taxes, depreciation, amortization and certain other non-cash charges to consolidated interest expense) is 2.50 to 1.00.

In addition, the credit agreement contains various covenants that, among other restrictions, limit the Partnership's ability to:

- create, issue, incur or assume indebtedness;
- create, incur or assume liens;
- engage in mergers or acquisitions;
- sell, transfer, assign or convey assets;
- repurchase the Partnership's equity, make distributions to unitholders and make certain other restricted payments;
- make investments;
- modify the terms of certain indebtedness, or prepay certain indebtedness;
- engage in transactions with affiliates;
- enter into certain hedging contracts;
- enter into certain burdensome agreements;
- change the nature of the Partnership's business; and
- make certain amendments to the Partnership's partnership agreement.

At December 31, 2019, the Partnership's consolidated total leverage ratio was 4.05 to 1.00 and the consolidated interest coverage ratio was 4.24 to 1.00. The Partnership was in compliance with all covenants of its credit agreement as of December 31, 2019.

Management evaluates whether conditions and/or events raise substantial doubt about the Partnership's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued (the "assessment period"). In performing this assessment, management considered the risk associated with its ongoing ability to meet the financial covenants.

Based on the Partnership's forecasted EBITDA during the assessment period, management believes that it will meet these financial covenants. However, the Partnership cannot make any assurances that it will be able to achieve management's forecasts. If the Partnership is unable to achieve management's forecasts, further actions may be necessary to remain in compliance with the Partnership's consolidated total leverage ratio covenant, including, but not limited to, cost reductions, common and preferred unitholder distribution curtailments, and/or asset sales. The Partnership can make no assurances that it would be successful in undertaking these actions, or that the Partnership will remain in compliance with the consolidated total leverage ratio during the assessment period. Additionally, there are certain inherent risks associated with our continued ability to comply with our consolidated total leverage ratio covenant. These risks relate, among other things, to potential future (a) decreases in storage volumes and rates as well as throughput and transportation rates realized; (b) weather phenomenon that may potentially hinder the Partnership's asphalt business activity; and (c) other items affecting forecasted levels of expenditures and uses of cash resources. Violation of the consolidated total leverage ratio covenant would be an event of default under the credit agreement, which would cause our \$255.6 million in outstanding debt, as of December 31, 2019, to become immediately due and payable. If this were to occur, the Partnership would not expect to have sufficient liquidity to repay these outstanding amounts then due, which could cause the lenders under the credit facility to pursue other remedies. Such remedies could include exercising their collateral rights to the Partnership's assets.

The credit agreement permits the Partnership to make quarterly distributions of available cash (as defined in the Partnership's partnership agreement) to unitholders so long as no default or event of default exists under the credit agreement on a pro forma basis after giving effect to such distribution, provided, however, in no event shall aggregate quarterly distributions in any individual fiscal quarter exceed \$10.7 million through, and including, the fiscal quarter ending December 31, 2019. The Partnership is currently allowed to make distributions to its unitholders in accordance with this covenant; however, the Partnership will only make distributions to the extent it has sufficient cash from operations after establishment of cash reserves as determined by the Board of Directors (the "Board") of Blueknight Energy Partners G.P., L.L.C (the "general partner") in accordance with the Partnership's cash distribution policy, including the establishment of any reserves for the proper conduct of the Partnership's business. See Note 10 for additional information regarding distributions.

In addition to other customary events of default, the credit agreement includes an event of default if:

- (i) the general partner ceases to own 100% of the Partnership's general partner interest or ceases to control the Partnership;
- (ii) Ergon ceases to own and control 50.0% or more of the membership interests of the general partner; or
- (iii) during any period of 12 consecutive months, a majority of the members of the Board of the general partner ceases to be composed of individuals:
 - (A) who were members of the Board on the first day of such period;
 - (B) whose election or nomination to the Board was approved by individuals referred to in clause (A) above constituting at the time of such election or nomination at least a majority of the Board; or
 - (C) whose election or nomination to the Board was approved by individuals referred to in clauses (A) and (B) above constituting at the time of such election or nomination at least a majority of the Board, provided that any changes to the composition of individuals serving as members of the Board approved by Ergon will not cause an event of default.

If an event of default relating to bankruptcy or other insolvency events occurs with respect to the general partner or the Partnership, all indebtedness under the credit agreement will immediately become due and payable. If any other event of default exists under the credit agreement, the lenders may accelerate the maturity of the obligations outstanding under the credit agreement and exercise other rights and remedies. In addition, if any event of default exists under the credit agreement, the lenders may commence foreclosure or other actions against the collateral.

If any default occurs under the credit agreement, or if the Partnership is unable to make any of the representations and warranties in the credit agreement, the Partnership will be unable to borrow funds or have letters of credit issued under the credit agreement.

Upon the execution of the first amendment to its credit agreement in June 2018, the Partnership expensed \$0.4 million of debt issuance costs due to the reduction in available borrowing capacity. During the year ended December 31, 2018, the Partnership capitalized debt issuance costs related to its credit agreement of \$0.4 million. The debt issuance costs are being amortized over the term of the credit agreement. Interest expense related to debt issuance cost amortization for both of the years ended December 31, 2018 and 2019, was \$1.0 million.

During the years ended December 31, 2018 and 2019, the weighted average interest rate under the Partnership's credit agreement, excluding the \$0.4 million of debt issuance costs that were expensed as described above, was 5.49% and 6.00%, respectively, resulting in interest expense of approximately \$16.8 million and \$15.9 million, respectively.

The Partnership is exposed to market risk for changes in interest rates related to its credit agreement. Interest rate swap agreements are sometimes used to manage a portion of the exposure related to changing interest rates by converting floating-rate debt to fixed-rate debt. As of December 31, 2019, the Partnership had no interest rate swap agreements; interest rate swap agreements with notional amounts totaling \$100.0 million matured on January 28, 2019. During the years ended December 31, 2018 and 2019, the Partnership recorded swap interest income of less than \$0.1 million for both periods. The interest rate swaps did not receive hedge accounting treatment under *ASC 815 - Derivatives and Hedging*.

The following provides information regarding the Partnership's assets and liabilities related to its interest rate swap agreements as of the periods indicated (in thousands):

Derivatives Not Designated as Hedging Instruments	Balance Sheet Location	Fair Value of Derivatives
		December 31, 2018
Interest rate swap assets - current	Other current assets	\$ 44

Changes in the fair value of the interest rate swaps are reflected in the consolidated statements of operations as follows (in thousands):

Derivatives Not Designated as Hedging Instruments	Location of Gain(Loss) Recognized in Net Income on Derivatives	Amount of Gain(Loss) Recognized in Net Income on Derivatives	
		Year ended December 31,	
		2018	2019
Interest rate swaps	Interest expense	\$ 201	\$ (44)

9. NET INCOME PER LIMITED PARTNER UNIT

For purposes of calculating earnings per unit, the excess of distributions over earnings or excess of earnings over distributions for each period are allocated to the Partnership's general partner based on the general partner's ownership interest at the time. The following sets forth the computation of basic and diluted net income per common unit (in thousands, except per unit data):

	Year ended December 31,	
	2018	2019
Net income (loss)	\$ (42,047)	\$ 18,412
General partner interest in net income (loss)	(512)	337
Preferred interest in net income	25,115	25,115
Net loss available to limited partners	\$ (66,650)	\$ (7,040)
Basic and diluted weighted average number of units:		
Common units	40,348	40,755
Restricted and phantom units	1,011	1,023
Total units	41,359	41,778
Basic and diluted net loss per common unit	\$ (1.61)	\$ (0.17)

10. PARTNERS' CAPITAL(DEFICIT) AND DISTRIBUTIONS

In accordance with the terms of its partnership agreement, each quarter the Partnership distributes all of its available cash (as defined in the partnership agreement) to its unitholders. Generally, distributions are allocated as follows:

- first, 98.4% to the preferred unitholders and 1.6% to its general partner until the Partnership distributes for each Preferred Unit an amount equal to the Preferred Units quarterly distribution amount discussed below;
- second, 98.4% to the preferred unitholders and 1.6% to its general partner until the Partnership distributes for each Preferred Unit an amount equal to any Preferred Units cumulative distribution arrearage; and
- thereafter, 98.4% to the common unitholders and 1.6% to its general partner until the common unitholders receive the minimum quarterly distribution of \$0.11 per unit.

The Preferred Units are convertible at the holders' option into common units. Holders of the Preferred Units are entitled to quarterly distributions of \$0.17875 per unit per quarter. If the Partnership fails to pay in full any distribution on the Preferred Units, the amount of such unpaid distribution will accrue and accumulate from the last day of the quarter for which such distribution is due until paid in full.

The general partner receives incentive distribution rights. Incentive distribution rights represent the right to receive an increasing percentage (13.0%, 23.0% and 48.0%) of quarterly distributions of available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved. The general partner currently holds the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in the partnership agreement. If for any quarter:

- the Partnership has distributed available cash from operating surplus to the holders of our Preferred Units in an amount equal to the Preferred Units quarterly distribution amount;
- the Partnership has distributed available cash from operating surplus to the holders of our Preferred Units in an amount necessary to eliminate any cumulative arrearages in the payment of the Preferred Units quarterly distribution amount; and
- the Partnership has distributed available cash from operating surplus to the common unitholders and Class B unitholders in an amount equal to the minimum quarterly distribution;

then the partnership agreement requires that the Partnership distribute any additional available cash from operating surplus for that quarter among the unitholders and the general partner in the following manner:

- first, 98.4% to all unitholders holding common units or Class B units, pro rata, and 1.6% to the general partner, until each unitholder receives a total of \$0.1265 per unit for that quarter (the "first target distribution");
- second, 85.4% to all unitholders holding common units or Class B units, pro rata, and 14.6% to the general partner, until each unitholder receives a total of \$0.1375 per unit for that quarter (the "second target distribution");
- third, 75.4% to all unitholders holding common units or Class B units, pro rata, and 24.6% to the general partner, until each unitholder receives a total of \$0.1825 per unit for that quarter (the "third target distribution"); and
- thereafter, 50.4% to all unitholders holding common units or Class B units, pro rata, and 49.6% to the general partner.

Distributions are also paid to the holders of restricted units and phantom units as disclosed in Note 13.

The Partnership paid the following distributions on the Preferred Units during the years ended December 31, 2018 and 2019 (in thousands):

Year Paid	Periods Covered	Total	Paid to Preferred Unitholders	Partner Paid to General
2018	Quarters ending December 31, 2017, March 31, 2018, June 30, 2018 and September 30, 2018	\$ 25,523	\$ 25,115	\$ 408
2019	Quarters ending December 31, 2018, March 31, 2019, June 30, 2019 and September 30, 2019	\$ 25,521	\$ 25,115	\$ 406

In addition, on January 22, 2020, the Board approved a cash distribution of \$0.17875 per outstanding Preferred Unit for the quarter ending December 31, 2019. The Partnership paid this distribution on the Preferred Units on February 14, 2020, to unitholders of record as of February 4, 2020. The total distribution was approximately \$6.4 million, with approximately \$6.3 million and \$0.1 million paid to the Partnership's preferred unitholders and general partner, respectively.

The Partnership paid the following distributions on the common units during the years ended December 31, 2018 and 2019 (in thousands):

Year Paid	Periods Covered	Total	Paid to Common Unitholders	Paid to General Partner	Paid to Phantom and Restricted Unitholders Under the LTIP
2018	Quarters ending December 31, 2017, March 31, 2018, June 30, 2018 and September 30, 2018	\$ 19,213	\$ 18,154	\$ 626	\$ 433
2019	Quarters ending December 31, 2018, March 31, 2019, June 30, 2019 and September 30, 2019	\$ 8,468	\$ 8,150	\$ 135	\$ 183

In addition, on January 22, 2020, the Board approved a cash distribution of \$0.04 per outstanding common unit for the quarter ending December 31, 2019. The distribution was paid on February 14, 2020, to unitholders of record as of February 4, 2020. The total distribution was approximately \$1.7 million, with approximately \$1.6 million paid to the Partnership's common unitholders and less than \$0.1 million paid to the both the Partnership's general partner and holders of phantom and restricted units pursuant to awards granted under the LTIP.

11. MAJOR CUSTOMERS AND CONCENTRATION OF CREDIT RISK

Significant customers are defined as those who represent 10% or more of our total consolidated revenues during the year.

For the year ended December 31, 2018, Ergon accounted for approximately 13% of the Partnership's total revenues, which were earned in the asphalt terminalling services segment and the crude oil pipeline services segment. One third-party customer accounted for approximately 10% of the Partnership's total revenues, which were earned in all of the Partnership's operating segments. In addition, two other third-party customers each accounted for 15% of the Partnership's total revenues, which were all earned in the crude oil pipeline services segment.

For the year ended December 31, 2019, Ergon accounted for approximately 10% of the Partnership's total revenues, all of which were earned in asphalt terminalling services. One third-party customer accounted for approximately 65% of the Partnership's total revenues, which were earned in the crude oil storage segment, the crude oil pipeline services segment, and the crude oil trucking services segment.

12. RELATED-PARTY TRANSACTIONS

The Partnership leases facilities to Ergon and provides liquid asphalt terminalling services to Ergon. For the years ended December 31, 2018 and 2019, the Partnership recognized revenues of \$48.5 million and \$36.2 million, respectively, for services provided to Ergon. See additional discussion below regarding material asphalt operating lease contracts and storage, throughput and handling contracts. As of December 31, 2018 and 2019, the Partnership had receivables from Ergon of \$1.0 million and \$1.1 million, respectively.

In May 2018, the Partnership, along with Kingfisher Midstream and Ergon, announced the execution of definitive agreements to form Cimarron Express. Cimarron Express was planned to be a new 16-inch diameter, 65-mile crude oil pipeline running from northeastern Kingfisher County, Oklahoma to the Partnership's Cushing, Oklahoma crude oil terminal, with an original anticipated in-service date in the second half of 2019. Ergon formed a Delaware limited liability company, Ergon - Oklahoma Pipeline, LLC ("DEVCO"), which held Ergon's 50% membership interest in Cimarron Express. The Partnership and Ergon had an agreement (the "Agreement") that gave each party certain rights to obligate the counterparty to either sell or purchase the outstanding membership interests in DEVCO for a purchase price computed by taking Ergon's total investment in Cimarron Express plus interest, subject to certain terms and conditions as described in the Agreement.

In December 2018, the Partnership and Ergon were informed that Kingfisher Midstream made the decision to suspend future investments in Cimarron Express as Kingfisher Midstream determined that the anticipated volumes from the dedicated acreage, and the resultant project economics, did not support additional investment from Kingfisher Midstream. As of December 31, 2018, Cimarron Express had spent approximately \$30.6 million on the pipeline project, primarily related to the purchase of steel pipe and equipment, rights-of-way and engineering and design services. Cimarron Express recorded a \$20.9 million impairment charge in the fourth quarter of 2018 to reduce the carrying amount of its assets to their estimated fair value. Ergon recorded a \$10.0 million other-than-temporary impairment on its investment in Cimarron Express as of December 31, 2018, to reduce its investment to its estimated fair value. In April 2019, certain assets from the project were sold to a third party for approximately \$1.4 million over the fair market value that was estimated at December 31, 2018. The Partnership considered the SEC staff's opinions outlined in SAB 107 Topic 5.T Accounting for Expenses or Liabilities Paid by Principal Stockholders, and, as the Agreement was designed to have the Partnership, ultimately and from the onset, bear any risk of loss on the construction of the pipeline project and eventually own a 50% interest in the pipeline, the Partnership recorded the impact of these transactions on a push-down basis based on Ergon's 50% interest in Cimarron Express. During the years ended December 31, 2018 and 2019, the Partnership recorded impairment expense of \$10.0 million and \$2.2 million related to the Agreement, respectively, as well as a related contingent liability payable to Ergon. The impairment for 2019 included a change in estimate and accrued interest.

Ergon's interest in DEVCO included its capital contributions, its share of the cash received for the assets sale discussed above and internal Ergon labor costs, which brought its investment in DEVCO to approximately \$10.2 million through December 31, 2019. The Partnership's contingent liability as of December 31, 2019, consists of Ergon's \$10.2 million investment plus accrued interest of \$2.0 million. On January 2, 2020, Ergon exercised its right under the Agreement to require the Partnership to purchase the outstanding member interest in DEVCO, and the Partnership paid the amount in full on January 3, 2020.

Effective April 1, 2018, the Partnership entered into an agreement with Ergon under which the Partnership purchases crude oil in connection with its crude oil marketing operations. For the years ended December 31, 2018 and 2019, the Partnership made purchases of crude oil under this agreement totaling \$108.8 million and \$133.5 million, respectively. As of December 31, 2019, the Partnership had payables to Ergon related to this agreement of \$11.8 million related to the December crude oil settlement cycle, and this balance was paid in full on January 21, 2020.

Ergon 2017 Lubbock and Saginaw Storage and Handling Agreement

In September 2016, the Partnership and Ergon entered into a storage, throughput and handling agreement pursuant to which the Partnership provides Ergon storage and terminalling services at the Lubbock and Saginaw asphalt facilities. The term of this agreement commenced on January 1, 2017, and was to continue for six years. In July 2018, the Partnership sold the Lubbock and Saginaw facilities to Ergon and this agreement was terminated. The Board's conflicts committee reviewed and approved this agreement in accordance with the Partnership's procedures for approval of related-party transactions and the provisions of the partnership agreement. During the year ended December 31, 2018, the Partnership generated revenues under this agreement of \$6.7 million.

Ergon 2016 Storage and Handling Agreement

In October 2016, the Partnership and Ergon entered into a storage, throughput and handling agreement (the "Ergon 2016 Storage and Handling Agreement") pursuant to which the Partnership provides Ergon storage and terminalling services at nine asphalt facilities. In July 2018, the Partnership sold one of the facilities to Ergon and the agreement was amended accordingly. The term of the Ergon 2016 Storage, Throughput and Handling Agreement commenced on October 5, 2016, and currently expires, as amended, on December 31, 2025. The Board's conflicts committee reviewed and approved this agreement in accordance with the Partnership's procedures for approval of related-party transactions and the provisions of the partnership agreement. During the years ended December 31, 2018 and 2019, the Partnership generated revenue under this agreement of \$24.8 million and \$20.0 million, respectively.

Ergon Fontana and Las Vegas Storage Throughput and Handling Agreement

In October 2016, the Partnership and Ergon entered into a storage, throughput and handling agreement (the "Ergon Fontana and Las Vegas Storage Throughput and Handling Agreement") pursuant to which the Partnership provides Ergon storage and terminalling services at two asphalt facilities. The original Ergon Fontana and Las Vegas Master Facilities Lease Agreement commenced on May 18, 2009, and was a part of Ergon Master Facilities Lease and Sublease Agreement. See Ergon Master Facilities Lease and Sublease Agreement for additional detail regarding prior terms and conditions. The term of the Ergon Fontana and Las Vegas Storage Throughput and Handling Agreement commenced on October 5, 2016, and expired on December 31, 2018. A new agreement was executed in March 2019 with an effective date of January 1, 2019, and currently expires, as amended, on December 31, 2025. The Board's conflicts committee reviewed and approved these agreements in accordance with the Partnership's procedures for approval of related-party transactions and the provisions of the partnership agreement. During the years ended December 31, 2018 and 2019, the Partnership generated revenues under this agreement of \$6.6 million and \$6.0 million, respectively.

Ergon Lessee Operated Facility Lease Agreement and Previous Agreements

In March 2019, the Partnership and Ergon entered into a facilities lease agreement (the "Ergon Lessee Operated Facility Lease Agreement") covering 12 facilities. This agreement was effective January 1, 2019, and currently expires, as amended, on December 31, 2025. The Board's conflicts committee reviewed and approved this agreement in accordance with the Partnership's procedures for approval of related-party transactions and the provisions of the partnership agreement. During the year ended December 31, 2019, the Partnership generated revenues under this agreement of \$8.3 million. The facilities covered by this agreement were previously accounted for under two separate agreements, the Ergon Master Facilities Lease and Sublease Agreement and the Ergon Master Facilities Sublease and Sublicense Agreement.

The Ergon Master Facilities Lease and Sublease Agreement, pursuant to which the Partnership leased Ergon certain facilities, was executed in May 2009. The original term of the Ergon Master Facilities Lease and Sublease Agreement commenced on May 18, 2009, for two years, until December 31, 2011. The Ergon Master Facilities Lease and Sublease Agreement was amended and extended several times and encompassed eight facilities through June 2018. In July 2018, the Partnership sold one of the facilities covered by this agreement and it was amended to remove that facility. This agreement expired on December 31, 2018, at which time the Ergon Lessee Operated Facility Lease Agreement was executed. During the year ended December 31, 2018, the Partnership generated revenues under the Ergon Master Facilities Lease and Sublease Agreement of \$5.3 million.

The Ergon Master Facilities Sublease and Sublicense Agreement was executed in November 2010 and consolidated multiple sublease and sublicense agreements covering five facilities into one agreement. The original multiple agreements had original terms that commenced on May 18, 2009, for two years, until December 31, 2011. The Ergon Master Facilities Sublease and Sublicense Agreement was amended in June 2015 and expired on December 31, 2018, at which time the Ergon Lessee Operated Facility Lease Agreement was executed. During the year ended December 31, 2018, the Partnership generated revenues under the Ergon Master Facilities Sublease and Sublicense Agreement of \$2.8 million.

13. LONG-TERM INCENTIVE PLAN

In July 2007, the general partner adopted the LTIP, which is administered by the compensation committee of the Board. Effective April 29, 2014, the Partnership's unitholders approved an amendment to the LTIP to increase the number of common units reserved for issuance under the incentive plan to 4.1 million common units, subject to adjustment for certain events. Although other types of awards are contemplated under the LTIP, currently outstanding awards include "phantom" units, which convey the right to receive common units upon vesting, and "restricted" units, which are grants of common units restricted until the time of vesting. Certain of the phantom unit awards also include DERs.

Subject to applicable earning criteria, a DER entitles the grantee to a cash payment equal to the cash distribution paid on an outstanding common unit prior to the vesting date of the underlying award. Recipients of restricted and phantom units are entitled to receive cash distributions paid on common units during the vesting period which are reflected initially as a reduction of partners' capital. Distributions paid on units that ultimately do not vest are reclassified as compensation expense. Awards granted to date are equity awards and, accordingly, the fair value of the awards as of the grant date is expensed over the vesting period.

In connection with each anniversary of joining the Board, restricted common units are granted to the independent directors. The units vest in one-third increments over three years. The following table includes information on grants made to the directors under the LTIP subject to vesting requirements:

Grant Date	Number of Units	Weighted Average Grant Date Fair Value	Grant Date Total Fair Value (in thousands)
December 2017	15,306	\$ 4.85	\$ 74
December 2018	23,436	\$ 1.20	\$ 28
December 2019	7,500	\$ 1.07	\$ 8

In addition, in December 2018, the independent directors received a common unit grant that had no vesting requirement as part of their compensation. With a weighted average grant date fair value of \$1.20, the 21,875 units issued had a grant date total fair value of less than \$0.1 million.

The Partnership also grants phantom units to employees. These grants are equity awards under *ASC 718 – Stock Compensation* and, accordingly, the fair value of the awards as of the grant date is expensed over the vesting period. The following table includes information on the outstanding grants:

Grant Date	Number of Units	Weighted Average Grant Date Fair Value	Grant Date Total Fair Value (in thousands)
March 2017	323,339	\$ 7.15	\$ 2,312
March 2018	396,536	\$ 4.77	\$ 1,891
March 2019	524,997	\$ 1.14	\$ 598
June 2019	46,168	\$ 1.08	\$ 50

The unrecognized estimated compensation cost relating to outstanding phantom and restricted units at December 31, 2019, was \$0.9 million, which will be recognized over the remaining vesting period. On January 1, 2020, 227,701 units of the March 2017 grant vested.

The Partnership's equity-based incentive compensation expense for the years ended December 31, 2018 and 2019 was \$2.2 million and \$1.1 million, respectively.

Activity pertaining to phantom common units and restricted common unit awards granted under the LTIP is as follows:

	Number of Units	Grant Date Fair Value
Nonvested, December 31, 2018	998,219	\$ 5.88
Granted	578,665	1.13
Vested	382,845	4.75
Forfeited	125,696	4.08
Nonvested, December 31, 2019	1,068,343	\$ 3.42

14. EMPLOYEE BENEFIT PLAN

Under the Partnership's 401(k) Plan, which was instituted in 2009, employees who meet specified service requirements may contribute a percentage of their total compensation, up to a specified maximum, to the 401(k) Plan. The Partnership may match each employee's contribution, up to a specified maximum, in full or on a partial basis. The Partnership recognized expense of \$1.2 million and \$1.1 million for both of the years ended December 31, 2018 and 2019, respectively, for discretionary contributions under the 401(k) Plan.

The Partnership may also make annual lump-sum contributions to the 401(k) Plan irrespective of the employee's contribution match. The Partnership may make a discretionary annual contribution in the form of profit sharing calculated as a percentage of an employee's eligible compensation. This contribution is retirement income under the qualified 401(k) Plan. Annual profit sharing contributions to the 401(k) Plan are submitted to the Board for approval. The Partnership recognized expense of \$0.2 million and \$0.7 million for the years ended December 31, 2018 and 2019, respectively, for discretionary profit sharing contributions under the 401(k) Plan.

Under the Partnership's Employee Unit Purchase Plan (the "Unit Purchase Plan"), which was instituted in January 2015, employees have the opportunity to acquire or increase their ownership of common units representing limited partner interests in the Partnership. Eligible employees who enroll in the Unit Purchase Plan may elect to have a designated whole percentage, up to a specified maximum, of their eligible compensation for each pay period withheld for the purchase of common units at a discount to the then current market value. A maximum of 1,000,000 common units may be delivered under the Unit Purchase Plan, subject to adjustment for a recapitalization, split, reorganization, or similar event pursuant to the terms of the Unit Purchase Plan. The Partnership recognized expense of \$0.1 million for the year ended December 31, 2018, and less than \$0.1 million for the year ended December 31, 2019, in connection with the Unit Purchase Plan.

15. COMMITMENTS AND CONTINGENCIES

The Partnership is from time to time subject to various legal actions and claims incidental to its business. Management believes that these legal proceedings will not have a material adverse effect on the financial position, results of operations or cash flows of the Partnership. Once management determines that information pertaining to a legal proceeding indicates that it is probable that a liability has been incurred and the amount of such liability can be reasonably estimated, an accrual is established equal to its estimate of the likely exposure.

The Partnership has contractual obligations to perform dismantlement and removal activities in the event that some of its liquid asphalt terminaling assets are abandoned. These obligations include varying levels of activity, including completely removing the assets and returning the land to its original state. The Partnership has determined that the settlement dates related to the retirement obligations are indeterminate. The assets with indeterminate settlement dates have been in existence for many years and with regular maintenance will continue to be in service for many years to come. Also, it is not possible to predict when demands for the Partnership's terminaling services will cease, and the Partnership does not believe that such demand will cease in the foreseeable future. Accordingly, the Partnership believes the date when these assets will be abandoned is indeterminate. With no reasonably determinable abandonment date, the Partnership cannot reasonably estimate the fair value of the associated asset retirement obligations. Management believes that if the Partnership's asset retirement obligations were settled in the foreseeable future, the potential cash flows that would be required to settle the obligations based on current costs are not material. The Partnership will record asset retirement obligations for these assets in the period in which sufficient information becomes available for it to reasonably determine the settlement dates.

16. ENVIRONMENTAL REMEDIATION

The Partnership maintains insurance of various types with varying levels of coverage that it considers adequate under the circumstances to cover its operations and properties. The insurance policies are subject to deductibles and retention levels that the Partnership considers reasonable and not excessive. Consistent with insurance coverage generally available in the industry, in certain circumstances the Partnership's insurance policies provide limited coverage for losses or liabilities relating to gradual pollution, with broader coverage for sudden and accidental occurrences. Although the Partnership maintains a program designed to prevent and, as applicable, to detect and address such releases promptly, damages and liabilities incurred due to environmental releases from its assets may substantially affect its business.

At December 31, 2018 and 2019, the Partnership was aware of existing conditions that may cause it to incur expenditures in the future for the remediation of existing environmental matters. The Partnership had loss contingencies of \$0.2 million and \$0.1 million as of December 31, 2018 and 2019, respectively. Changes in the Partnership's estimates and assumptions may occur as a result of the passage of time and the occurrence of future events.

17. FAIR VALUE MEASUREMENTS

The Partnership uses valuation techniques, such as the market approach (comparable market prices), the income approach (present value of future income or cash flow) and the cost approach (cost to replace the service capacity of an asset or replacement cost) to value these assets and liabilities as appropriate. The Partnership uses an exit price when determining the fair value. The exit price represents amounts that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants.

The Partnership utilizes a three-tier fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

Level 1	Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2	Inputs other than quoted prices that are observable for these assets or liabilities, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
Level 3	Unobservable inputs in which there is little market data, which requires the reporting entity to develop its own assumptions.

This hierarchy requires the use of observable market data, when available, to minimize the use of unobservable inputs when determining fair value. In periods in which they occur, the Partnership recognizes transfers into and out of Level 3 as of the end of the reporting period. Transfers out of Level 3 represent existing assets and liabilities that were classified previously as Level 3 for which the observable inputs became a more significant portion of the fair value estimates. Determining the appropriate classification of the Partnership's fair value measurements within the fair value hierarchy requires management's judgment regarding the degree to which market data is observable or corroborated by observable market data.

The Partnership's recurring financial assets and liabilities subject to fair value measurements and the necessary disclosures are as follows (in thousands):

Description	Fair Value Measurements as of December 31, 2018			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Interest rate swap assets	\$ 44	\$ -	\$ 44	\$ -
Total swap assets	\$ 44	\$ -	\$ 44	\$ -

Fair Value of Other Financial Instruments

The following disclosure of the estimated fair value of financial instruments is made in accordance with accounting guidance for financial instruments. The Partnership has determined the estimated fair values by using available market information and valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value. The use of different market assumptions or valuation methodologies may have a material effect on the estimated fair value amounts.

At December 31, 2019, the carrying values on the consolidated balance sheets for cash and cash equivalents (classified as Level 1), accounts receivable and accounts payable approximate their fair value because of their short-term nature.

Based on the borrowing rates currently available to the Partnership for credit agreement debt with similar terms and maturities and consideration of the Partnership's non-performance risk, long-term debt associated with the Partnership's credit agreement at December 31, 2019, approximates its fair value. The fair value of the Partnership's long-term debt was calculated using observable inputs (LIBOR for the risk-free component) and unobservable company-specific credit spread information. As such, the Partnership considers this debt to be Level 3.

18. LEASES

The Partnership adopted ASU 2016-02, *Leases (Topic 842)* as of January 1, 2019, using the modified retrospective approach applied at the beginning of the period of adoption. The Partnership elected the package of practical expedients permitted under the transition guidance within the new standard, which, among other things, allowed it to carry forward the historical lease classification.

Adoption of the new standard resulted in the recording of additional net right of use operating lease assets and operating lease liabilities of approximately \$11.8 million and \$11.9 million, respectively, as of January 1, 2019. The standard did not materially impact the consolidated statements of operations and had no impact on cash flows.

The Partnership leases certain office space, land and equipment. Leases with an initial term of 12 months or less are not recorded on the balance sheet; lease expense for these leases is recognized as paid over the lease term. For real property leases, the Partnership has elected the practical expedient to not separate nonlease components (e.g., common-area maintenance costs) from lease components and to instead account for each component as a single lease component. For leases that do not contain an implicit interest rate, the Partnership uses its most recent incremental borrowing rate.

Some real property and equipment leases contain options to renew, with renewal terms that can extend indefinitely. The exercise of such lease renewal options is at the Partnership's sole discretion. Certain equipment leases also contain purchase options and residual value guarantees. The Partnership determines the lease term at the lease commencement date as the non-cancellable period of the lease, including options to extend or terminate the lease when such an option is reasonably certain to be exercised. The Partnership uses various data to analyze these options, including historical trends, current expectations and useful lives of assets related to the lease.

	Classification	As of December 31, 2019 (thousands)
Assets		
Operating lease assets	Operating lease assets	\$ 10,758
Finance lease assets	Other noncurrent assets	750
Total leased assets		\$ 11,508
Liabilities		
Current		
Operating lease liabilities	Current operating lease liability	\$ 2,391
Finance lease liabilities	Other current liabilities	320
Noncurrent		
Operating lease liabilities	Noncurrent operating lease liability	8,529
Finance lease liabilities	Other long-term liabilities	430
Total lease liabilities		\$ 11,670

Future commitments, including options to extend lease terms that are reasonably certain of being exercised, related to leases at December 31, 2019, are summarized below (in thousands):

	Operating Leases	Financing Leases
Twelve months ending December 31, 2020	\$ 2,604	\$ 350
Twelve months ending December 31, 2021	2,121	277
Twelve months ending December 31, 2022	1,518	144
Twelve months ending December 31, 2023	1,432	28
Twelve months ending December 31, 2024	814	1
Thereafter	6,064	-
Total	14,553	800
Less: Interest	3,633	50
Present value of lease liabilities	\$ 10,920	\$ 750

Future non-cancellable commitments related to operating leases at December 31, 2018, are summarized below (in thousands):

	Operating Leases
Twelve months ending December 31, 2019	\$ 2,862
Twelve months ending December 31, 2020	1,904
Twelve months ending December 31, 2021	1,242
Twelve months ending December 31, 2022	640
Twelve months ending December 31, 2023	548
Thereafter	1,259
Total future minimum lease payments	\$ 8,455

The following table summarizes the Partnership's total lease cost by type as well as cash flow information (in thousands):

	Classification	For the Year Ended December 31, 2019
Total Lease Cost by Type:		
Operating lease cost ⁽¹⁾	Operating Expense	\$ 3,345
Short-term lease cost	Operating Expense	\$ 479
Finance lease cost		
Amortization of leased assets	Operating Expense	322
Interest on lease liabilities	Interest Expense	37
Net lease cost		\$ 4,183
Supplemental cash flow disclosures:		
Cash paid for amounts included in the measurement of lease liabilities:		
Payments on operating leases		\$ 2,722
Principal payments under finance lease obligations		\$ 267
Interest payments under finance lease obligations		\$ 17
Leased assets obtained in exchange for new operating lease liabilities		\$ 1,714
Leased assets obtained in exchange for new finance lease liabilities		\$ 520

(1) Includes variable lease costs, which are immaterial.

	As of December 31, 2019
Lease Term and Discount Rate	
Weighted-average remaining lease term (years)	
Operating leases	9.8
Finance leases	2.6
Weighted-average discount rate	
Operating leases	5.80%
Finance leases	4.87%

The Partnership also incurs costs associated with acquiring and maintaining rights-of-way. The contracts for these generally either extend beyond one year but can be cancelled at any time should they no longer be required for operations or have no contracted term but contain perpetual annual or monthly renewal options. Rights-of-way generally do not provide for exclusive use of the land and as such are not accounted for as leases.

19. OPERATING SEGMENTS

The Partnership's operations consist of four reportable segments: (i) asphalt terminalling services, (ii) crude oil terminalling services, (iii) crude oil pipeline services and (iv) crude oil trucking services.

ASPHALT TERMINALLING SERVICES — The Partnership provides liquid asphalt terminalling services at its 53 terminalling facilities located in 26 states.

CRUDE OIL TERMINALLING SERVICES — The Partnership provides crude oil terminalling services at its terminalling facility located in Oklahoma.

CRUDE OIL PIPELINE SERVICES — The Partnership owns and operates its Mid-Continent pipeline system that gathers crude oil purchased by its customers and transports it to refiners, to common carrier pipelines for ultimate delivery to refiners or to terminalling facilities owned by the Partnership and others. Crude oil marketing revenues consist of sales proceeds recognized for the sale of crude oil to third-party customers. Revenue for the sale of crude oil is recognized when title to the crude oil transfers to the customer and is based on contractual prices for the sale of crude oil.

CRUDE OIL TRUCKING SERVICES — The Partnership uses its owned and leased tanker trucks to gather crude oil for its customers at remote wellhead locations generally not covered by pipeline and gathering systems and to transport the crude oil to aggregation points and terminalling facilities located along pipeline gathering and transportation systems. On April 24, 2018, the Partnership sold the producer field services business. As a result of the sale of the producer field services business, the Partnership changed the name of this operating segment to crude oil trucking services during the second quarter of 2018. See Note 8 for additional information.

The Partnership's management evaluates performance based upon segment operating margin, which includes revenues from related parties and external customers and operating expense excluding depreciation and amortization. The non-GAAP measure of operating margin (in the aggregate and by segment) is presented in the following table. The Partnership computes the components of operating margin by using amounts that are determined in accordance with GAAP. The Partnership accounts for intersegment product sales as if the sales were to third parties, that is, at current market prices. A reconciliation of operating margin to income before income taxes, which is its nearest comparable GAAP financial measure, is included in the following table. The Partnership believes that investors benefit from having access to the same financial measures being utilized by management. Operating margin is an important measure of the economic performance of the Partnership's core operations. This measure forms the basis of the Partnership's internal financial reporting and is used by its management in deciding how to allocate capital resources among segments. Income before income taxes, alternatively, includes expense items, such as depreciation and amortization, general and administrative expenses and interest expense, which management does not consider when evaluating the core profitability of the Partnership's operations.

[Table of Contents](#)

The following table reflects certain financial data for each segment for the periods indicated (in thousands):

	Year ended December 31,	
	2018	2019
Asphalt Terminalling Services		
Service revenue:		
Third-party revenue	\$ 26,108	\$ 28,689
Related-party revenue	21,686	15,787
Lease revenue:		
Third-party revenue	41,319	41,712
Related-party revenue	25,961	20,443
Product sales revenue:		
Related-party revenue	482	-
Total revenue for reportable segments	115,556	106,631
Operating expense, excluding depreciation and amortization	49,229	46,271
Operating margin, excluding depreciation and amortization	\$ 66,327	\$ 60,360
Additions to long-lived assets	\$ 30,068	\$ 7,841
Total assets (end of period)	\$ 138,245	\$ 140,299
Crude Oil Terminalling Services		
Service revenue:		
Third-party revenue	\$ 11,928	\$ 15,365
Intersegment revenue	704	931
Lease revenue:		
Third-party revenue	45	-
Total revenue for reportable segments	12,677	16,296
Operating expense, excluding depreciation and amortization	3,899	4,531
Operating margin, excluding depreciation and amortization	\$ 8,778	\$ 11,765
Additions to long-lived assets	\$ 3,394	\$ 883
Total assets (end of period)	\$ 68,480	\$ 65,112
Crude Oil Pipeline Services		
Service revenue:		
Third-party revenue	\$ 6,396	\$ 6,691
Related-party revenue	445	266
Lease revenue:		
Third-party revenue	484	-
Product sales revenue:		
Third-party revenue	235,428	231,051
Total revenue for reportable segments	242,753	238,008
Operating expense, excluding depreciation and amortization	11,828	10,743
Intersegment operating expense	5,284	6,486
Third-party cost of product sales	126,776	83,319
Related-party cost of product sales	102,469	134,162
Operating margin, excluding depreciation and amortization	\$ (3,604)	\$ 3,298
Additions to long-lived assets	\$ 19,654	\$ 1,854
Total assets (end of period)	\$ 112,429	\$ 90,939

	Year ended December 31,	
	2018	2019
Crude Oil Trucking Services		
Service revenue:		
Third-party revenue	\$ 14,324	\$ 11,066
Intersegment revenue	4,580	5,555
Lease revenue:		
Third-party revenue	219	-
Product sales revenue:		
Third-party revenue	10	-
Total revenue for reportable segments	19,133	16,621
Operating expense, excluding depreciation and amortization	19,575	16,211
Operating margin, excluding depreciation and amortization	(442)	410
Additions to long-lived assets	3,243	2,168
Total assets (end of period)	\$ 4,150	\$ 5,590
Total operating margin, excluding depreciation and amortization(1)	\$ 71,059	\$ 75,833
Total segment revenues	\$ 390,119	\$ 377,556
Elimination of intersegment revenues	(5,284)	(6,486)
Consolidated revenues	\$ 384,835	\$ 371,070

(1) The following table reconciles segment operating margin, excluding depreciation and amortization to income (loss) before income taxes (in thousands):

	Year ended December 31,	
	2018	2019
Operating margin (excluding depreciation and amortization)	\$ 71,059	\$ 75,833
Depreciation and amortization	(29,359)	(25,533)
General and administrative expenses	(15,995)	(14,095)
Asset impairment expense	(53,068)	(2,476)
Gain on sale of assets	149	453
Other income	-	268
Gain on sale of unconsolidated affiliate	2,225	-
Interest expense	(16,860)	(15,975)
Income (loss) before income taxes	\$ (41,849)	\$ 18,475

20. INCOME TAXES

The anticipated after-tax economic benefit of an investment in the Partnership's common units depends largely on the Partnership being treated as a partnership for federal income tax purposes. If less than 90% of the gross income of a publicly traded partnership, such as the Partnership, for any taxable year is "qualifying income" from sources such as the transportation, marketing (other than to end users) or processing of crude oil, natural gas or products thereof, interest, dividends or similar sources, that partnership will be taxable as a corporation under Section 7704 of the Internal Revenue Code for federal income tax purposes for that taxable year and all subsequent years.

If the Partnership were treated as a corporation for federal income tax purposes, then it would pay federal income tax on its income at the applicable corporate tax rate and would likely pay state income tax at varying rates. Distributions would generally be taxed again to unitholders as corporate distributions and none of the Partnership's income, gains, losses, deductions or credits would flow through to its unitholders. Because a tax would be imposed upon the Partnership as an entity, cash available for distribution to its unitholders would be substantially reduced. Treatment of the Partnership as a corporation would result in a material reduction in the anticipated cash flow and after-tax return to unitholders and thus would likely result in a substantial reduction in the value of the Partnership's common units.

The Partnership has entered into storage or lease contracts with third-party customers with respect to substantially all of its asphalt facilities. At the time of entering into such agreements, it was unclear under current tax law as to whether the rental income from the leases, and the fees attributable to certain of the processing services the Partnership provides under certain of the storage contracts, constitute "qualifying income." In the second quarter of 2009, the Partnership submitted a request for a ruling from the IRS that rental income from the leases constitutes "qualifying income." In October 2009, the Partnership received a favorable ruling from the IRS. As part of this ruling, however, the Partnership agreed to transfer, and has transferred, certain of its asphalt processing assets and related fee income to a subsidiary taxed as a corporation. This transfer occurred in the first quarter of 2010. Such subsidiary is required to pay federal income tax on its income at the applicable corporate tax rate and will likely pay state (and possibly local) income tax at varying rates. Distributions from this subsidiary will generally be taxed again to unitholders as corporate distributions and none of the income, gains, losses, deductions or credits of this subsidiary will flow through to the Partnership's unitholders.

The net deferred tax effect of the taxable entity's temporary differences at December 31, 2019, are presented below (in thousands):

Deferred Tax Asset

Difference in bases of property, plant and equipment	\$	222
Net operating loss carryforwards		29
Deferred tax asset		<u>251</u>
Less: valuation allowance		251
Net deferred tax asset	\$	<u><u>-</u></u>

The Partnership has considered the taxable income projections in future years, whether future revenue and operating cost projections will produce enough taxable income to realize the deferred tax asset based on existing service rates and cost structures, and the earnings history of the Partnership's subsidiary that is taxed as a corporation for purposes of determining the likelihood of realizing the benefits of the deferred tax assets. As a result of the Partnership's consideration of these factors, the Partnership has provided a full valuation allowance against its deferred tax asset as of December 31, 2019.

21. RECENTLY ISSUED ACCOUNTING STANDARDS

In February 2016, the FASB issued ASU 2016-02, "Leases (Topic 842)." This is a comprehensive update to the lease accounting topic in the Codification intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The amendments in ASU 2016-02 include a revised definition of a lease as well as certain scope exceptions. The changes primarily impact lessee accounting, while lessor accounting is largely unchanged from previous GAAP. The Partnership adopted this standard as of January 1, 2019, using the modified retrospective approach. See Note 3 and Note 18 for disclosures related to the adoption of this standard and the impact on the Partnership's financial position, results of operations and cash flows.

In December 2019, the FASB issued ASU 2019-12, "Income Taxes (Topic 740)." The amendments in the update simplify the accounting for income taxes by removing certain exceptions to the general principles of Topic 740. The amendments also improve consistent application of and simplify GAAP for other areas of Topic 740 by clarifying and amending existing guidance. The Partnership is evaluating the impact of this guidance, which will be adopted beginning with the Partnership's quarterly report for the three-month period ending March 31, 2021.

22. QUARTERLY FINANCIAL DATA (UNAUDITED)

Summarized quarterly financial data is as follows (in thousands, except per unit data):

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>	<u>Full Year</u>
2018					
Revenues(1)	\$ 44,660	\$ 83,493	\$ 133,158	\$ 123,524	\$ 384,835
Operating income (loss)(2)	5,815	6,830	6,663	(46,522)	(27,214)
Net income (loss)(2)	4,442	1,785	2,408	(50,682)	(42,047)
Basic and diluted net loss per common unit	(0.05)	(0.11)	(0.09)	(1.36)	(1.61)
2019					
Revenues	\$ 93,732	\$ 94,076	\$ 91,756	\$ 91,506	\$ 371,070
Operating income	8,040	7,235	10,962	7,945	34,182
Net income	3,757	3,356	6,959	4,340	18,412
Basic and diluted net income (loss) per common unit	(0.06)	(0.07)	0.01	(0.05)	(0.17)

(1) The increase in revenue during 2018 is due to an increase in volume in the Partnership's crude oil marketing business.

(2) Operating loss and net loss for the fourth quarter and full year 2018 are impacted by asset impairment charges of \$52.4 million and \$53.1 million, respectively.

23. SUBSEQUENT EVENTS

On January 2, 2020, Ergon exercised its right under the Agreement related to Cimarron Express to require the Partnership to purchase the outstanding member interest in DEVCO, and the Partnership paid \$12.2 million on January 3, 2020 to settle the amount in full. See Note 12 for more information.

DESCRIPTION OF COMMON UNITS AND SERIES A PREFERRED UNITS

The Common Units and Series A Preferred Units

The common units and Series A Preferred Units represent limited partner interests in us that entitle the holders to participate in partnership distributions and exercise the rights or privileges available to limited partners under our partnership agreement. For a description of the relative rights and preferences of holders of common units, Series A Preferred Units and subordinated units in and to partnership distributions, please read this section and "Cash Distribution Policy." For a description of the rights and privileges of limited partners under our partnership agreement, including voting rights, please see "The Partnership Agreement."

The Series A Preferred are traded on Nasdaq under the symbol "BKEPP" and our common units are traded on the Nasdaq under the symbol "BKEP." The Series A Preferred Units have no stated maturity, are not subject to mandatory redemptions or to any sinking fund requirements, and will remain outstanding indefinitely unless repurchased or redeemed by us or converted into common units.

Transfer of Units

By transfer of common units or Series A Preferred Units in accordance with our partnership agreement, each transferee of common units or Series A Preferred Units shall be admitted as a limited partner with respect to the common units or Series A Preferred Units transferred when such transfer and admission is reflected in our books and records. Each transferee:

- represents that the transferee has the capacity, power, and authority to become bound by our partnership agreement;
- automatically agrees to be bound by the terms and conditions of, and is deemed to have executed, our partnership agreement; and
- gives the consents and approvals contained in our partnership agreement.

A transferee will become a substituted limited partner of our partnership for the transferred common units or Series A Preferred Units automatically upon the recording of the transfer on our books and records. Our general partner will cause any transfers to be recorded on our books and records no less frequently than quarterly.

We may, at our discretion, treat the nominee holder of a common unit or Series A Preferred Units as the absolute owner. In that case, the beneficial holder's rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Common units and Series A Preferred Units are securities and are transferable according to the laws governing transfers of securities. In addition to other rights acquired upon transfer, the transferor gives the transferee the right to seek to become a substituted limited partner in our partnership for the transferred common units or Series A Preferred Units subject to the conditions of, and in the manner provided under, our partnership agreement.

Until a common unit or Series A Preferred Unit has been transferred and recorded on our books, we and the transfer agent may treat the record holder of the unit as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations.

Our general partner has the right under our partnership agreement to institute procedures, by giving notice to each of our unitholders, that would require transferees of units and, upon the request of our general partner, existing holders of our units to certify that they are Eligible Holders (as defined below). The purpose of these certification procedures would be to enable us to utilize a federal income tax expense as a component of the pipeline's cost of service upon which tariffs may be established under Federal Energy Regulatory Commission, or FERC rate making policies applicable to entities that pass-through their taxable income to their owners. Eligible Holders are individuals or entities subject to United States federal income taxation on the income generated by us or entities not subject to United States federal income taxation on the income generated by us, so long as all of the entity's owners are subject to such taxation. If these tax certification procedures are implemented, transferees of common units and Series A Preferred Units will be required to certify, and our general partner, acting on our behalf, may at any time require each unitholder to re-certify:

- that the transferee or unitholder is an individual or an entity subject to United States federal income taxation on the income generated by us; or
- that, if the transferee unitholder is an entity not subject to United States federal income taxation on the income generated by us, as in the case, for example, of a mutual fund taxed as a regulated investment company or a partnership, all the entity's owners are subject to United States federal income taxation on the income generated by us.

In the event that this notice is given by our general partner, which we refer to as a FERC Notice, transfers of a unit will not be recorded by the transfer agent or recognized by us unless the transferee executes and delivers a properly completed tax certification.

Following a FERC Notice, a transferee's broker, agent or nominee may, but is not obligated to, complete, execute and deliver a tax certification. We are entitled to treat the nominee holder of a unit as the absolute owner. In that case, the beneficial holder's rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Following a FERC Notice, in addition to other rights acquired upon transfer, the transferor gives the transferee the right to request admission as a limited partner in our partnership for the transferred units. A purchaser or transferee of units who does not execute and deliver a properly completed tax certification obtains only:

- the right to assign the common unit or Series A Preferred Unit to a purchaser or other transferee; and
- the right to transfer the right to seek admission as a limited partner in our partnership for the transferred common units or Series A Preferred Units.

As a result, following a FERC Notice, a purchaser or transferee of units who does not execute and deliver a properly completed transfer application:

- will not receive cash distributions;
- will not be allocated any of our income, gain, deduction, losses or credits for federal income tax or other tax purposes;
- may not receive some federal income tax information or reports furnished to record holders of common units and Series A Preferred Units; and
- will have no voting rights,

unless the units are held in a nominee or "street name" account and the nominee or broker has executed and delivered a tax certification as to itself and any beneficial holders.

Conversion of Series A Preferred Units

The Series A Preferred Units are convertible in whole or in part into common units at the holder's election at any time on a basis of one common unit for each Series A Preferred Unit (subject to customary anti-dilution adjustments). Any conversion of a Series A Preferred Unit at a holder's election will be effective as of the last day of the calendar quarter in which a conversion notice is delivered by such converting unitholder.

The Series A Preferred Units are convertible in whole, but not in part, into common units at our option at any time when any of the following occurs:

- 9,156,484 Series A Preferred Units are converted into common units by the holders thereof pursuant to the rights described in the preceding paragraph and there does not exist any accrued but unpaid distributions on such Series A Preferred Units;
- the distribution on a Series A Preferred Unit on an "as-converted" basis (i.e., the actual distribution on a common unit multiplied by the number of common units that a Series A Preferred Unit is convertible into) is equal to or greater than the distribution on a Series A Preferred Unit for two consecutive quarters at a time that there does not exist any accrued but unpaid distributions on such Series A Preferred Units; or
- (i) the daily volume-weighted average trading price of our common units on the national securities exchange on which the common units are listed or admitted to trading is greater than \$8.45 for twenty out of the trailing thirty trading days ending two trading days before we furnish notice of conversion and (ii) the average trading volume of our common units on such national securities exchange has exceeded 20,000 common units for twenty out of the trailing thirty trading days ending two trading days before we furnish notice of conversion.

THE PARTNERSHIP AGREEMENT

The following is a summary of the material provisions of our partnership agreement.

Capital Contributions

Unitholders are not obligated to make additional capital contributions, except as described below under "—Limited Liability."

Our general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its general partner interest if we issue additional units. Our general partner's interest, and the percentage of our cash distributions to which it is entitled, will be proportionately reduced if we issue additional units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its general partner interest. Our general partner will be entitled to make a capital contribution in order to maintain its general partner interest in the form of the contribution to us of common units based on the current market value of the contributed common units.

Voting Rights

Below is a summary of the unitholder vote required for the matters specified below. Matters requiring the approval of a "unit majority" require the approval of a majority of the outstanding common units, Series A Preferred Units (voting on an as if converted basis) and Class B units, if any, voting as a class.

In voting their common units, Series A Preferred Units and Class B units, if any, our general partner and its affiliates will have no fiduciary duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us and the limited partners.

The Series A Preferred Units have voting rights that are identical to the voting rights of common units and vote with the common units as a single class, so that each Series A Preferred Unit is entitled to one vote for each common unit into which such Series A Preferred Unit is convertible on each matter with respect to which each common unit is entitled to vote. In addition, the approval of a majority of the Series A Preferred Units, voting separately as a class, is necessary on any matter that adversely affects any of the rights of the Series A Preferred Units or amends or modifies the terms of the Series A Preferred Units in any material respect or affects the holders of the Series A Preferred Units disproportionately in relation to the holders of common units, including, without limitation, any action that would (i) reduce the distribution amount to the Series A Preferred Units or change the time or form of payment of distributions, (ii) reduce the amount payable to the Series A Preferred Units upon the liquidation of our partnership, (iii) modify the conditions relating to the conversion of the Series A Preferred Units or (iv) issue any equity security that, with respect to distributions or rights upon liquidation, ranks equal to or senior to the Series A Preferred Units or issue any additional Series A Preferred Units.

<u>Matter</u>	<u>Vote Requirement</u>
Issuance of additional common units or units of equal or junior rank to the common units	No approval right.
Issuance of units senior to the common units	No approval with respect to the common unitholders. We need the consent of a majority of the outstanding Series A Preferred Units to issue any additional Series A Preferred Units or issue any equity security that, with respect to distributions or rights upon liquidation, ranks equal to or senior to the Series A Preferred Units.
Amendment of the partnership agreement	Certain amendments may be made by the general partner without the approval of the unitholders. Other amendments generally require the approval of a unit majority.

<u>Matter</u>	<u>Vote Requirement</u>
Merger of our partnership or the sale of all or substantially all of our assets	Unit majority in certain circumstances.
Dissolution of our partnership	Unit majority.
Continuation of our business upon dissolution	Unit majority.
Withdrawal of the general partner	No approval required.
Removal of the general partner	Not less than 66 2/3% of the outstanding units, voting as a single class, including units held by our general partner and its affiliates.
Transfer of the general partner interest	No approval required.
Transfer of incentive distribution rights	No approval required.
Transfer of ownership interests in our general partner	No approval required at any time.

Limited Liability

Assuming that a limited partner does not participate in the control of our business within the meaning of the Delaware Act and that he otherwise acts in conformity with the provisions of the partnership agreement, his liability under the Delaware Act will be limited, subject to possible exceptions, to the amount of capital he is obligated to contribute to us for his common units plus his share of any undistributed profits and assets. If it were determined, however, that the right, or exercise of the right, by the limited partners as a group:

- to remove or replace our general partner;
- to approve some amendments to the partnership agreement; or
- to take other action under the partnership agreement;

constituted "participation in the control" of our business for the purposes of the Delaware Act, then the limited partners could be held personally liable for our obligations under the laws of Delaware, to the same extent as the general partner. This liability would extend to persons who transact business with us who reasonably believe that the limited partner is a general partner. Neither the partnership agreement nor the Delaware Act specifically provides for legal recourse against the general partner if a limited partner were to lose limited liability through any fault of the general partner. While this does not mean that a limited partner could not seek legal recourse, we know of no precedent for this type of a claim in Delaware case law.

Under the Delaware Act, a limited partnership may not make a distribution to a partner if, after the distribution, all liabilities of the limited partnership, other than liabilities to partners on account of their partnership interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of the assets of the limited partnership. For the purpose of determining the fair value of the assets of a limited partnership, the Delaware Act provides that the fair value of property subject to liability for which recourse of creditors is limited shall be included in the assets of the limited partnership only to the extent that the fair value of that property exceeds the nonrecourse liability. The Delaware Act provides that a limited partner who receives a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Act shall be liable to the limited partnership for the amount of the distribution for three years. Under the Delaware Act, a substituted limited partner of a limited partnership is liable for the obligations of his assignor to make contributions to the partnership, except that such person is not obligated for liabilities unknown to him at the time he became a limited partner and that could not be ascertained from the partnership agreement.

Our subsidiaries conduct business in a number of states and we may have subsidiaries that conduct business in additional states in the future. Maintenance of our limited liability as a limited partner of the operating company may require compliance with legal requirements in the jurisdictions in which the operating company conducts business, including qualifying our subsidiaries to do business there.

Limitations on the liability of limited partners for the obligations of a limited partner have not been clearly established in many jurisdictions. If, by virtue of our membership interest in the operating company or otherwise, it were determined that we were conducting business in any state without compliance with the applicable limited partnership or limited liability company statute, or that the right or exercise of the right by the limited partners as a group to remove or replace the general partner, to approve some amendments to the partnership agreement, or to take other action under the partnership agreement constituted "participation in the control" of our business for purposes of the statutes of any relevant jurisdiction, then the limited partners could be held personally liable for our obligations under the law of that jurisdiction to the same extent as the general partner under the circumstances. We will operate in a manner that the general partner considers reasonable and necessary or appropriate to preserve the limited liability of the limited partners.

Issuance of Additional Securities

Our partnership agreement authorizes us to issue an unlimited number of additional partnership securities for the consideration and on the terms and conditions determined by our general partner without the approval of the unitholders, except that we will need the consent of a majority of the outstanding Series A Preferred Units to issue any additional Series A Preferred Units or issue any equity security that, with respect to distributions or rights upon liquidation, ranks equal to or senior to the Series A Preferred Units.

It is possible that we will fund acquisitions through the issuance of additional common units or other partnership securities. Holders of any additional common units we issue will be entitled to share equally with the then-existing holders of common units in our distributions of available cash. In addition, the issuance of additional common units or other partnership securities may dilute the value of the interests of the then-existing holders of common units in our net assets.

In accordance with Delaware law and the provisions of our partnership agreement, we may also issue additional partnership securities that, as determined by our general partner, may have special voting rights to which the common units are not entitled. In addition, our partnership agreement does not prohibit the issuance by our subsidiaries of equity securities, which may effectively rank senior to the common units.

Upon issuance of additional partnership securities (other than the issuance of partnership securities issued in connection with a reset of the incentive distribution target levels relating to our general partner's incentive distribution rights or the issuance of partnership securities upon conversion of outstanding partnership securities), our general partner will be entitled, but not required, to make additional capital contributions to the extent necessary to maintain its general partner interest in us. Our general partner's interest in us will be reduced if we issue additional units in the future (other than issuance of partnership securities issued in connection with a reset of the incentive distribution target levels relating to our general partner's incentive distribution rights or the issuance of partnership securities upon conversion of outstanding partnership securities) and our general partner does not contribute a proportionate amount of capital to us to maintain its general partner interest. Moreover, our general partner will have the right, which it may from time to time assign in whole or in part to any of its affiliates, to purchase common units or other partnership securities whenever, and on the same terms that, we issue those securities to persons other than our general partner and its affiliates, to the extent necessary to maintain the percentage interest of the general partner and its affiliates, including such interest represented by common units, that existed immediately prior to each issuance. The holders of common units do not have preemptive rights to acquire additional common units or other partnership securities.

Limited Call Right

If at any time our general partner and its affiliates own more than 80% of the then-issued and outstanding limited partner interests of any class, our general partner will have the right, which it may assign in whole or in part to any of its affiliates or to us, to acquire all, but not less than all, of the limited partner interests of the class held by unaffiliated persons as of a record date to be selected by our general partner, on at least 10 but not more than 60 days' notice. The purchase price in the event of this purchase is the greater of:

- the highest cash price paid by either of our general partner or any of its affiliates for any limited partner interests of the class purchased within the 90 days preceding the date on which our general partner first mails notice of its election to purchase those limited partner interests; and
- the current market price as of the date three days before the date the notice is mailed.

As a result of our general partner's right to purchase outstanding limited partner interests, a holder of limited partner interests may have his limited partner interests purchased at a price that may be lower than market prices at various times prior to such purchase or lower than a unitholder may anticipate the market price to be in the future. The tax consequences to a unitholder of the exercise of this call right are the same as a sale by that unitholder of his common units in the market.

Non-Taxpaying Assignees; Redemption

Our general partner has the right under our partnership agreement to institute procedures, by giving notice to each of our unitholders, that would require transferees of common units and Series A Preferred Units and, upon the request of our general partner, existing holders of our common units and Series A Preferred Units to certify that they are Eligible Holders. The purpose of these certification procedures would be to enable us to utilize a federal income tax expense as a component of the pipeline's cost of service upon which tariffs may be established under FERC rate making policies applicable to entities that pass-through their taxable income to their owners. Eligible Holders are individuals or entities subject to United States federal income taxation on the income generated by us or entities not subject to United States federal income taxation on the income generated by us, so long as all of the entity's owners are subject to such taxation. If these tax certification procedures are implemented, transferees of common units and Series A Preferred Units will be required to certify and our general partner, acting on our behalf, may at any time require each unitholder to re-certify:

- that the transferee or unitholder is an individual or an entity subject to United States federal income taxation on the income generated by us; or
- that, if the transferee unitholder is an entity not subject to United States federal income taxation on the income generated by us, as in the case, for example, of a mutual fund taxed as a regulated investment company or a partnership, all the entity's owners are subject to United States federal income taxation on the income generated by us.

If, following institution of the certification procedures by our general partner, unitholders:

- fail to furnish a transfer application containing the required certification;
- fail to furnish a re-certification containing the required certification within 30 days after request; or
- are unable to provide a certification to the effect set forth in one of the two bullet points in the second preceding paragraph; then

we will have the right, which we may assign to any of our affiliates, to acquire all but not less than all of the units held by any such unitholder by giving written notice of redemption to such unitholder.

The purchase price in the event of such an acquisition for each unit held by such unitholder will be equal to the lesser of the price paid by such unitholder for the relevant unit and the current market price as of the date of redemption.

The purchase price will be paid in cash or by delivery of a promissory note, as determined by our general partner. Any such promissory note will bear interest at the rate of 5% annually and be payable in three equal annual installments of principal and accrued interest, commencing one year after the redemption date.

Non-Citizen Assignees; Redemption

If we are or become subject to federal, state, or local laws or regulations that, in the reasonable determination of our general partner, create a substantial risk of cancellation or forfeiture of any property that we have an interest in because of the nationality, citizenship, or other related status of any limited partner, we may redeem the units held by the limited partner at their current market price. In order to avoid any cancellation or forfeiture, our general partner may require each limited partner to furnish information about his nationality, citizenship, or related status. If a limited partner fails to furnish information about his nationality, citizenship, or other related status within 30 days after a request for the information or our general partner determines after receipt of the information that the limited partner is not an eligible citizen, the limited partner may be treated as a non-citizen assignee. A non-citizen assignee is entitled to an interest equivalent to that of a limited partner for the right to share in allocations and distributions from us, including liquidating distributions. A non-citizen assignee does not have the right to direct the voting of his units and may not receive distributions in-kind upon our liquidation.

CASH DISTRIBUTION POLICY

Distributions of Available Cash

General. Our partnership agreement requires that, within 45 days after the end of each quarter, we distribute all of our available cash to unitholders of record on the applicable record date.

Definition of Available Cash. Available cash, for any quarter, consists of all cash on hand at the end of that quarter:

- less the amount of cash reserves established by our general partner to:
 - provide for the proper conduct of our business;
 - comply with applicable law, any of our debt instruments or other agreements; or
 - provide funds for distributions to our unitholders for any one or more of the next four quarters;
- plus all additional cash and cash equivalents on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made after the end of the quarter. Working capital borrowings are generally borrowings that are made under a credit facility, commercial paper facility or similar financing arrangement, and in all cases are used solely for working capital purposes or to pay distributions to partners and with the intent of the borrower to repay such borrowings within 12 months.

Minimum Quarterly Distribution. We will distribute to the holders of common units on a quarterly basis at least the minimum quarterly distribution of \$0.11 per unit, or \$0.44 per unit annually, to the extent we have sufficient cash from our operations after establishment of cash reserves and payment of fees and expenses, including payments to our general partner.

There is no guarantee that we will pay the minimum quarterly distribution on the units in any quarter in the future. Even if our cash distribution policy is not modified or revoked, the amount of distributions paid under our policy and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement. The board of directors of our general partner will have broad discretion to establish cash reserves for the proper conduct of our business and for future distributions to our unitholders, and the establishment of those reserves could result in a reduction in cash distributions to you from levels we currently anticipate pursuant to our stated distribution policy. In addition, our cash distribution policy is subject to restrictions on distributions under our amended credit facility. Specifically, the agreement related to our amended credit facility contains material financial tests and covenants that we must satisfy.

General Partner Interest and Incentive Distribution Rights. As of September 30, 2017, our general partner is entitled to approximately 1.6% of all quarterly distributions that we make prior to our liquidation. Our general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its current general partner interest. Our general partner's interest in these distributions may be reduced if we issue additional units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its general partner interest.

Our general partner also currently holds incentive distribution rights that entitle it to receive increasing percentages, up to a maximum of approximately 49.6%, of the cash we distribute from operating surplus (as defined below) in excess of \$0.1265 per common unit per quarter. The maximum distribution of approximately 49.6% includes distributions paid to our general partner in respect of its general partner interest and assumes that our general partner maintains its general partner interest at approximately 1.6%. The maximum distribution of approximately 49.6% does not include any distributions that our general partner may receive on Series A Preferred Units or common units that it may own. Please see "—General Partner Interest and Incentive Distribution Rights" for additional information.

Operating Surplus and Capital Surplus

General. All cash distributed to unitholders will be characterized as either "operating surplus" or "capital surplus." Our partnership agreement requires that we distribute available cash from operating surplus differently than available cash from capital surplus.

Operating Surplus. For any period operating surplus generally means:

- an amount equal to two times the amount needed for any one quarter for us to pay a distribution on all of our units (including the general partner units) and the incentive distribution rights at the same per-unit amount as was distributed in the immediately preceding quarter; plus
- all of our cash receipts, excluding cash from (1) borrowings that are not working capital borrowings, (2) sales of equity and debt securities, (3) sales or other dispositions of assets outside the ordinary course of business, (4) capital contributions received or (5) corporate reorganizations or restructurings (provided that cash receipts from the termination of a commodity hedge or interest rate swap prior to its specified termination date shall be included in operating surplus in equal quarterly installments over the scheduled life of such commodity hedge or interest rate swap); plus
- working capital borrowings made after the end of a quarter but on or before the date of determination of operating surplus for the quarter; plus
- interest paid on debt incurred by us, and cash distributions paid on the equity securities issued by us, to finance all or any portion of the construction, expansion or improvement of our facilities during the period from such financing until the earlier to occur of the date the capital asset is put into service or the date that it is abandoned or disposed of; plus
- interest paid on debt incurred by us, and cash distributions paid on the equity securities issued by us, in each case, to pay the construction period interest on debt incurred, or to pay construction period distributions on equity issued, to finance the construction projects referred to above; less
- all of our operating expenditures (as defined below); less
- the amount of cash reserves established by our general partner to provide funds for future operating expenditures; less
- all working capital borrowings not repaid within twelve months after having been incurred or repaid within such twelve-month period with the proceeds of additional working capital borrowings.

If a working capital borrowing, which increases operating surplus, is not repaid during the twelve-month period following the borrowing, it will be deemed repaid at the end of such period, thus decreasing operating surplus at such time. When such working capital is in fact repaid, it will not be treated as a reduction in operating surplus because operating surplus will have been previously reduced by the deemed repayment.

Operating expenditures generally means all of our expenditures, including, but not limited to, taxes, reimbursements of expenses to our general partner, repayment of working capital borrowings, debt service payments and capital expenditures, provided that operating expenditures will not include:

- payments (including prepayments) of principal of and premium on indebtedness, other than working capital borrowings;
- capital improvement expenditures;
- payment of transaction expenses relating to interim capital transactions; or
- distributions to partners.

Where capital expenditures are made in part for acquisitions or for capital improvements and in part for other purposes, our general partner, with the concurrence of the conflicts committee, shall determine the allocation between the amounts paid for each.

Maintenance capital expenditures reduce operating surplus, from which we pay the minimum quarterly distribution, but expansion capital expenditures do not. Maintenance capital expenditures represent capital expenditures made to replace partially or fully depreciated assets, to maintain the existing operating capacity of our assets and to extend their useful lives, or other capital expenditures that are incurred in maintaining existing system volumes and related cash flows. Maintenance capital expenditures include expenditures required to maintain equipment reliability, storage and pipeline integrity and safety and to address environmental regulations. Expansion capital expenditures represent capital expenditures made to expand or to increase the efficiency of the existing operating capacity of our assets or to expand the operating capacity or revenues of existing or new assets, whether through construction or acquisition. Costs for repairs and minor renewals to maintain facilities in operating condition and that do not extend the useful life of existing assets will be treated as operational and maintenance expenses as we incur them. Our partnership agreement provides that our general partner determines how to allocate a capital expenditure for the acquisition or expansion of our assets between maintenance capital expenditures and expansion capital expenditures.

Capital Surplus. Capital surplus will typically be generated only by:

- borrowings other than working capital borrowings;
- sales of our equity and debt securities;
- sales or other dispositions of assets for cash, other than inventory, accounts receivable and other current assets sold in the ordinary course of business or as part of normal retirement or replacement of assets;
- capital contributions received; and
- corporate reorganizations or restructurings.

Characterization of Cash Distributions. Our partnership agreement requires that we treat all available cash as coming from operating surplus until the sum of all available cash distributed since the closing of our initial public offering equals the operating surplus as of the most recent date of determination of available cash. We will treat any amount distributed in excess of operating surplus, regardless of its source, as capital surplus. As reflected above, operating surplus includes an amount equal to two times the amount needed for any one quarter for us to pay a distribution on all of our units (including the general partner units) and the incentive distribution rights at the same per-unit amount as was distributed in the immediately preceding quarter. The basket amount does not reflect actual cash on hand that is available for distribution to our unitholders. Rather, it is a provision that will enable us, if we choose, to distribute as operating surplus up to this amount of cash we receive in the future from non-operating sources, such as asset sales, issuances of securities, and borrowings, that would otherwise be distributed as capital surplus. If we were to increase our quarterly distribution amount during a period when our operating surplus actually generated from our operations had not increased by a corresponding amount, or if we were to maintain our quarterly distribution amount when our operating surplus generated from our operations had declined, by using these provisions we could use cash from non-operating sources, such as asset sales, issuances of securities and borrowings, to make distributions substantially in excess of actual cash generated by our business. These types of distributions could deteriorate our capital base, which could have a material adverse effect on our ability to make future distributions to our unitholders. In addition, these provisions could enable our general partner, if it so chooses, to receive distributions on its incentive distribution rights that would normally be treated as distributions from capital surplus and to which our general partner would not otherwise be entitled if we did not have sufficient available cash from operating surplus to make such distributions. We do not anticipate that we will make any distributions from capital surplus.

Adjusted Operating Surplus. Adjusted operating surplus is intended to reflect the cash generated from operations during a particular period and therefore excludes net increases in working capital borrowings and net drawdowns of reserves of cash generated in prior periods. Adjusted operating surplus consists of:

- operating surplus generated with respect to that period; less
- any net increase in working capital borrowings with respect to that period; less
- any net decrease in cash reserves for operating expenditures with respect to that period not relating to an operating expenditure made with respect to that period; plus
- any net decrease in working capital borrowings with respect to that period; plus
- any net increase in cash reserves for operating expenditures with respect to that period required by any debt instrument for the repayment of principal, interest or premium.

Distributions of Available Cash from Operating Surplus

Our partnership agreement requires that we make distributions of available cash from operating surplus in the following manner:

- first, 98.4% to the holders of Series A Preferred Units, pro rata, and 1.6% to our general partner, until we distribute for each outstanding Series A Preferred Unit an amount equal to \$0.17875 per unit (the "Series A Quarterly Distribution Amount") for that quarter;
- second, 98.4% to the holders of Series A Preferred Units, pro rata, and 1.6% to our general partner, until we distribute for each outstanding Series A Preferred Unit an amount equal to any arrearages in the payment of the Series A Quarterly Distribution Amount for any prior quarters;
- third, 98.4% to all common unitholders and Class B unitholders, pro rata, and 1.6% to our general partner, until we distribute for each outstanding common unit and Class B unit an amount equal to the minimum quarterly distribution for that quarter; and
- thereafter, in the manner described in "—General Partner Interest and Incentive Distribution Rights" below.

The preceding discussion is based on the assumptions that our general partner maintains its 1.6% general partner interest and that we do not issue additional classes of equity securities.

General Partner Interest and Incentive Distribution Rights

Our partnership agreement provides that our general partner will be entitled to an approximate 1.6% of all distributions that we make prior to our liquidation. Our general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its approximate 1.6% general partner interest if we issue additional units. Our general partner's approximate 1.6% interest, and the percentage of our cash distributions to which it is entitled, will be proportionately reduced if we issue additional units in the future (other than the issuance of partnership securities issued in connection with a reset of the incentive distribution target levels relating to our general partner's incentive distribution rights or the issuance of partnership securities upon conversion of outstanding partnership securities) and our general partner does not contribute a proportionate amount of capital to us in order to maintain its then current general partner interest. Our general partner will be entitled to make a capital contribution in order to maintain its then current general partner interest in the form of the contribution to us of common units based on the current market value of the contributed common units.

Incentive distribution rights represent the right to receive an increasing percentage (13%, 23% and 48%) of quarterly distributions of available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved. Our general partner currently holds the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in the partnership agreement.

The following discussion assumes that our general partner maintains its approximate 1.6% general partner's interest and continues to own the incentive distribution rights.

If for any quarter:

- we have distributed available cash from operating surplus to the holders of our Series A Preferred Units in an amount equal to the Series A Quarterly Distribution Amount;
- we have distributed available cash from operating surplus to the holders of our Series A Preferred Units in an amount necessary to eliminate any cumulative arrearages in the payment of the Series A Quarterly Distribution Amount; and
- we have distributed available cash from operating surplus to the common units and Class B units in an amount equal to the minimum quarterly distribution;

then, our partnership agreement requires that we distribute any additional available cash from operating surplus for that quarter among the unitholders and our general partner in the following manner:

- first, 98.4% to all unitholders holding common units or Class B units, pro rata, and 1.6% to the general partner, until each unitholder receives a total of \$0.1265 per unit for that quarter (the "first target distribution");
- second, 85.4% to all unitholders holding common units or Class B units, pro rata, and 14.6% to the general partner, until each unitholder receives a total of \$0.1375 per unit for that quarter (the "second target distribution");
- third, 75.4% to all unitholders holding common units or Class B units, pro rata, and 24.6% to the general partner, until each unitholder receives a total of \$0.1825 per unit for that quarter (the "third target distribution"); and
- thereafter, 50.4% to all unitholders holding common units or Class B units, pro rata, and 49.6% to the general partner.

General Partner's Right to Reset Incentive Distribution Levels

Our general partner, as the holder of our incentive distribution rights, has the right under our partnership agreement to elect to relinquish the right to receive incentive distribution payments based on the initial cash target distribution levels and to reset, at higher levels, the minimum quarterly distribution amount and cash target distribution levels upon which the incentive distribution payments to our general partner would be set. Our general partner's right to reset the minimum quarterly distribution amount and the target distribution levels upon which the incentive distributions payable to our general partner are based may be exercised without approval of our unitholders or the conflicts committee of our general partner, at any time when we have made cash distributions to the holders of the incentive distribution rights at the highest level of incentive distribution for each of the prior four consecutive fiscal quarters and the amount of each such distribution did not exceed adjusted operating surplus for such quarter. The reset minimum quarterly distribution amount and target distribution levels will be higher than the minimum quarterly distribution amount and the target distribution levels prior to the reset such that our general partner will not receive any incentive distributions under the reset target distribution levels until cash distributions per unit following this event increase as described below. We anticipate that our general partner would exercise this reset right in order to facilitate acquisitions or internal growth projects that would otherwise not be sufficiently accretive to cash distributions per common unit, taking into account the existing levels of incentive distribution payments being made to our general partner.

In connection with the resetting of the minimum quarterly distribution amount and the target distribution levels and the corresponding relinquishment by our general partner of incentive distribution payments based on the target cash distributions prior to the reset, our general partner will be entitled to receive a number of newly issued Class B units based on a predetermined formula described below that takes into account the "cash parity" value of the average cash distributions related to the incentive distribution rights received by our general partner for the two quarters prior to the reset event as compared to the average cash distributions per common unit during this period.

The number of Class B units that our general partner would be entitled to receive from us in connection with a resetting of the minimum quarterly distribution amount and the target distribution levels then in effect would be equal to (x) the average amount of cash distributions received by our general partner in respect of its incentive distribution rights during the two consecutive fiscal quarters ended immediately prior to the date of such reset election divided by (y) the average of the amount of cash distributed per common unit during each of these two quarters. Each Class B unit will be convertible into one common unit at the election of the holder of the Class B unit at any time following the first anniversary of the issuance of these Class B units. We will also issue an additional amount of general partner units in order to maintain the general partner's ownership interest in us relative to the issuance of the Class B units.

Following a reset election by our general partner, the minimum quarterly distribution amount will be reset to an amount equal to the average cash distribution amount per common unit for the two fiscal quarters immediately preceding the reset election (such amount is referred to as the "reset minimum quarterly distribution") and the target distribution levels will be reset to be correspondingly higher such that we would distribute all of our available cash from operating surplus for each quarter thereafter as follows:

- first, 98.4% to all unitholders holding common units or Class B units, pro rata, and 1.6% to our general partner, until each unitholder receives an amount equal to 115% of the reset minimum quarter distribution for that quarter;
- second, 85.4% to all unitholders holding common units or Class B units, pro rata, and 14.6% to our general partner, until each unitholder receives an amount per unit equal to 125% of the reset minimum quarterly distribution for that quarter;
- third, 75.4% to all unitholders holding common units or Class B units, pro rata, and 24.6% to our general partner, until each unitholder receives an amount per unit equal to 166% of the reset minimum quarterly distribution for that quarter; and
- thereafter, 50.4% to all unitholders holding common units or Class B units, pro rata, and 49.6% to our general partner.

Distributions from Capital Surplus

How Distributions from Capital Surplus Will Be Made. Our partnership agreement requires that we make distributions of available cash from capital surplus, if any, in the following manner:

- first, 98.4% to the holders of our Series A Preferred Units, pro rata, and 1.6% to our general partner, until we distribute for each outstanding Series A Preferred Unit an amount equal to any unpaid arrearages in the payment of the Series A Quarterly Distribution Amount;
 - second, 98.4% to all unitholders, pro rata, and 1.6% to our general partner, until a hypothetical holder of a common unit acquired on the original offering date has received with respect to such common unit, an amount of available cash from capital surplus equal to the initial public offering price per common unit; and
 - thereafter, we will make all distributions of available cash from capital surplus as if they were from operating surplus.
-

Effect of a Distribution from Capital Surplus. Our partnership agreement treats a distribution of capital surplus as the repayment of the initial unit price from the initial public offering, which is a return of capital. The initial public offering price less any distributions of capital surplus per unit is referred to as the "unrecovered initial unit price." Each time a distribution of capital surplus is made, the minimum quarterly distribution and the target distribution levels will be reduced in the same proportion as the corresponding reduction in the unrecovered initial unit price. Because distributions of capital surplus will reduce the minimum quarterly distribution, after any of these distributions are made, it may be easier for our general partner to receive incentive distributions.

Once we distribute capital surplus on a unit in an amount equal to the initial unit price, our partnership agreement specifies that the minimum quarterly distribution and the target distribution levels will be reduced to zero. Our partnership agreement specifies that we then make all future distributions from operating surplus, with 50.4% being paid to the holders of units and 49.6% to our general partner. The percentage interests shown for our general partner include its approximate 1.6% general partner interest and assume our general partner has not transferred the incentive distribution rights. We do not anticipate that we will make any distributions from capital surplus.

Adjustment to the Minimum Quarterly Distribution and Target Distribution Levels

In addition to adjusting the minimum quarterly distribution and target distribution levels to reflect a distribution of capital surplus, if we combine our units into fewer units or subdivide our units into a greater number of units, our partnership agreement specifies that the following items will be proportionately adjusted:

- the minimum quarterly distribution;
- target distribution levels; and
- the unrecovered initial unit price.

For example, if a two-for-one split of the common units should occur, the minimum quarterly distribution, the target distribution levels and the unrecovered initial unit price would each be reduced to 50% of its initial level. Our partnership agreement provides that we not make any adjustment by reason of the issuance of additional units for cash or property.

In addition, if legislation is enacted or if existing law is modified or interpreted by a governmental taxing authority, so that we become taxable as a corporation or otherwise subject to taxation as an entity for federal, state or local income tax purposes, our partnership agreement specifies that the minimum quarterly distribution and the target distribution levels for each quarter will be reduced by multiplying each distribution level by a fraction, the numerator of which is available cash for that quarter and the denominator of which is the sum of available cash for that quarter plus our general partner's estimate of our aggregate liability for the quarter for such income taxes payable by reason of such legislation or interpretation. To the extent that the actual tax liability differs from the estimated tax liability for any quarter, the difference will be accounted for in subsequent quarters.

Distributions of Cash Upon Liquidation

General. If we dissolve in accordance with the partnership agreement, we will sell or otherwise dispose of our assets in a process called liquidation. We will first apply the proceeds of liquidation to the payment of our creditors. We will distribute any remaining proceeds to our unitholders and our general partner, in accordance with their capital account balances, as adjusted to reflect any gain or loss upon the sale or other disposition of our assets in liquidation.

The allocations of gain and loss upon liquidation are intended, to the extent possible, to entitle the holders of outstanding Series A Preferred Units to a preference over the holders of outstanding common units upon our liquidation, to the extent required to permit the holders of our Series A Preferred Units to receive an amount equal to the Series A Liquidation Value (which generally equals the unrecovered Series A Issue Price of \$6.50 per unit, plus the Series A Distribution Amount of \$0.17875 per unit for the current quarter, plus any arrearages in the payment of the Series A Quarterly Distribution Amount for any prior quarters). Any further net gain recognized upon liquidation will be allocated in a manner that takes into account the incentive distribution rights of our general partner.

Manner of Adjustments for Gain. The manner of the adjustment for gain is set forth in our partnership agreement. We will allocate any gain to the partners in the following manner:

- first, to the general partner and the holders of units who have negative balances in their capital accounts to the extent of and in proportion to those negative balances;
- second, 98.4% to the holders of Series A Preferred Units, pro rata, and 1.6% to the general partner, until the capital account for each Series A Preferred Unit is equal to the Series A Liquidation Value;
- third, 98.4% to the common unitholders, pro rata, and 1.6% to the general partner, until the capital account for each common unit is equal to the sum of: (1) the unrecovered initial unit price; and (2) the amount of the minimum quarterly distribution for the quarter during which our liquidation occurs (the "unpaid MQD");
- fourth, 98.4% to the Class B unitholders, pro rata, and 1.6% to our general partner until the capital account for each Class B unit is equal to the sum of: (1) the unrecovered initial unit price; and (2) the unpaid MQD for the quarter during which our liquidation occurs;
- fifth, 98.4% to all unitholders holding common units or Class B units, pro rata, and 1.6% to the general partner, until the capital account in respect of each common unit then outstanding is equal to the sum of: (1) the unrecovered initial unit price; (2) the unpaid MQD for the quarter during which our liquidation occurs; and (3) the excess of (a) the first target distribution less the minimum quarterly distribution for each quarter of our existence over (b) the cumulative per unit amount of any distributions of available cash from operating surplus in excess of the minimum quarterly distribution per unit that we distributed 98.4% to the unitholders, pro rata, and 1.6% to the general partner, for each quarter of our existence (the sum of (1), (2) and (3) is hereinafter referred to as the "first liquidation target amount");
- sixth, 85.4% to all unitholders holding common units or Class B units, pro rata, and 14.6% to the general partner, until the capital account in respect of each common unit then outstanding is equal to the sum of: (1) the first liquidation target amount; and (2) the excess of (a) the second target distribution less the first target distribution for each quarter of our existence over (b) the cumulative per unit amount of any distributions of available cash from operating surplus in excess of the first target distribution per unit that we distributed 85.4% to the unitholders, pro rata, and 14.6% to the general partner for each quarter of our existence (the sum of (1) and (2) is hereinafter referred to as the "second liquidation target amount");
- seventh, 75.4% to all unitholders holding common units or Class B units, pro rata, and 24.6% to the general partner, until the capital account in respect of each common unit then outstanding is equal to the sum of: (1) the second liquidation target amount; and (2) the excess of (a) the third target distribution less the second target distribution for each quarter of our existence over (b) the cumulative per unit amount of any distributions of available cash from operating surplus in excess of the second target distribution per unit that we distributed 75.4% to the unitholders, pro rata, and 24.6% to the general partner for each quarter of our existence; and
- thereafter, 50.4% to all unitholders, pro rata, and 49.6% to the general partner.

The percentage interests set forth above for our general partner include its approximate 1.6% general partner interest and assume the general partner has not transferred the incentive distribution rights.

Manner of Adjustments for Losses. We will generally allocate any loss to our general partner and the unitholders in the following manner:

- first, 98.4% to the holders of Class B units, pro rata, and 1.6% to the general partner, until the capital accounts of the Class B unitholders have been reduced to zero;
- second, 98.4% to the holders of common units in proportion to the positive balances in their capital accounts and 1.6% to the general partner, until the capital accounts of the common unitholders have been reduced to zero;
- third, 98.4% to the holders of Series A Preferred Units, pro rata, and 1.6% to the general partner, until the capital account for each Series A Preferred Unit has been reduced to zero; and
- thereafter, 100% to the general partner.

Adjustments to Capital Accounts. Our partnership agreement requires that we make adjustments to capital accounts upon the issuance of additional units. In this regard, our partnership agreement specifies that we allocate any unrealized and, for tax purposes, unrecognized gain or loss resulting from the adjustments to the unitholders and our general partner in the same manner as we allocate gain or loss upon liquidation. In the event that we make positive adjustments to the capital accounts upon the issuance of additional units, our partnership agreement requires that we allocate any later negative adjustments to the capital accounts resulting from the issuance of additional units or upon our liquidation in a manner which results, to the extent possible, in our general partners' capital account balances equaling the amount which they would have been if no earlier positive adjustments to the capital accounts had been made.



March 29, 2019

Andy Woodward
216 Inslee Ave
San Antonio, TX 78209
Email: woodward.andy@gmail.com

Dear Andy:

On behalf of the management team at BKEP Management, Inc. (BKEP), it is my pleasure to extend an offer of employment to you. I know you will make a significant contribution to our team. Information regarding your compensation and benefits package is below:

Job Information

Your job title will be Chief Financial Officer and the role will serve as an Officer in the Company. You will office out of our Tulsa, OK office. You will report directly to Mark Hurley, CEO.

You will be employed by BKEP Management, Inc., which is the U.S. provider of services to Blueknight Energy Partners, L.P.

Compensation

Annual base salary of \$350,000 per year to be paid on a bi-monthly basis on the 15th and last day of the month in the amount of \$14,583.33 for each pay period worked.

As a fulltime employee, you will be eligible to participate in the Company's annual Cash Bonus Incentive Program and our annual Long-Term Incentive Program (LTIP), both programs currently have a 50% of base target for your level of employment. Participation in each program is discretionary based on Company and individual level of performance.

For the 2019 performance year, you are guaranteed a minimum end-of year performance cash bonus in the amount of \$160,000. Additionally, you will receive a minimum of \$160,000 worth of Long-Term Incentive units (LTI) as part of the 2020-22 Program. LTI may be paid in BKEP units or cash equivalent. Cash bonus and LTI phantom units are payable in full on the regularly scheduled March 2020 bonus payout date.

You will receive a sign-on bonus consisting of both cash and LTI units. A cash bonus payment will be made in the amount of \$50,000 payable in one lump sum on your first paycheck following 90 days of employment. Additionally, you will receive \$50,000 worth of LTI units. LTI grant will be awarded following 30 days of employment. Unit grant price will be determined by using the average market closing price of the last three market days in May 2019.

Your eligibility for all bonus and LTI payments is based on your being employed in good standing on the date of payment. All bonus and LTI payments are subject to all applicable taxes and withholdings.

Additionally, you are eligible for *Make-Whole Payments*. Payments in the amount specified in Table A (below) under Payment Amount will be paid to you on each listed Payment Date. You are only entitled to a *Make-Whole Payment* if you have been continuously employed in good standing by BKEP until each applicable payment date. In the event BKEP ends your employment for any reason other than for cause prior to all payments being made to you, a lump-sum payment equal to the amount of the unpaid *Make-Whole Payments* will be paid within 10 days of termination and is conditioned on the execution by you of a release of all employment-related claims within the applicable period following the date of termination provided in such release that is not revoked by you during any applicable revocation period. In the event you end your employment for any reason, including by death or total disability, no un-paid balance of *Make-Whole Payments* will be paid.

Table A: Make-Whole-Payments

Payment Date	Payment
December 31, 2019	\$150,000
December 31, 2020	\$200,000
December 31, 2021	\$200,000
Total Make-Whole Payments:	\$550,000

Relocation Assistance

Company agrees to reimburse you for normal business travel expenses (up to 2 people) per our travel policy for one house hunting trip to Tulsa, OK including airfare, overnight (up to 2 nights), car rental, and meals.

Company agrees you will be able to commute between San Antonio, TX and Tulsa, OK through June 30, 2019 with the expectation that you will work from Tulsa the vast majority of those days. During this time, Company agrees to pay for one round trip coach airfare each week; overnight accommodations up to five nights each week and ground transportation up to five days while in Tulsa. All meals are excluded.

Additionally, you will receive relocation assistance in the amount of \$45,000, or an amount mutually agreed between you and the Company based on actual expenses subject to the terms and conditions of your Relocation Agreement.

Employee Benefits

As a full-time employee, you will be eligible to participate in the BKEP employee benefit program. BKEP offers a competitive array of employee benefits, including medical, dental/vision, disability, base life, optional life, optional AD&D, 401(k), cafeteria plan, as well as paid time off benefits.

Your eligibility to participate in the Company's employee benefit plans is governed by applicable laws and the benefit plan documents, both of which can change at any time.

Please refer to the attached benefits brochure for further details.

Additional Benefits	In addition to our employee medical coverage, you will be eligible to participate in our Supplemental Medical Reimbursement Plan. Please see the attached Plan overview for additional benefit information.
Benefits Effective Date	You will be eligible to participate in the Company's benefit plans on the first of the month immediately following your hire date. Please remember you must enroll in the benefit plans within 30 days after your hire date or you will not have coverage.
Paid-Time-Off (PTO)	<p>You will be eligible to use 22 days of PTO annually during your first through twentieth year of service (amount is prorated for year one based on hire date). After twenty years of continuous service, your available paid vacation will follow the current Vacation Policy as described in the Employee Handbook.</p> <p>If you leave the Company for any reason prior to one year of service, you will not be paid the remaining balance of paid time off.</p>
Employment Agreement	You will receive an Employment Agreement as soon as administratively feasible following 90 days of employment. The terms of the Agreement will include but not limited to one-year base pay and continuation of applicable employee benefits for one year should you have a loss of employment occur through no fault of your own. If there is a change of control resulting in your loss of employment, the base pay benefit extends to 24 months of pay. Terms of the LTIP Agreement include accelerated vesting of phantom LTI units in the event of loss of employment that occurs through no fault of your own.
Hire Date	April 29, 2019
Contingency	<p>This offer of employment is contingent upon successful completion of a background check and pre-employment drug screen. You will be given information regarding your pre-employment drug screen and background check upon acceptance of this offer.</p> <p>Please complete the attached consent form and return it to me by email at kveit@bkep.com or by fax at 918-237-4002. Once this information is received he will have our vendor set up your appointment date, time and location. Vendor will be sending you a confirmation email with the paperwork that you must take with you to your appointment.</p>

On behalf of the Blueknight Energy Partners Management Team, we look forward to working with you in the future. If you have any questions regarding this offer of employment, please feel free to call me. To confirm acceptance of our employment offer, please complete the acknowledgement section below and forward the original signed version of this letter to my attention.

Sincerely,

/s/ Kevin Veit

Kevin Veit
Vice President of Human Resources
Blueknight Energy Partners, L.P.

ACKNOWLEDGEMENT

Check One:

- Offer Accepted
- Offer Declined

David Andrew Woodward

[Redacted]

Print Name (as it appears on your Social Security card)

Social Security Number

/s/ David Andrew Woodward

3/31/2019

Signature

Date

Send faxed or scanned acknowledgments to: 918 237- 4002 or to kveit@bkep.com

**BLUEKNIGHT ENERGY PARTNERS G.P., L.L.C.
LONG-TERM INCENTIVE PLAN**

EMPLOYEE PHANTOM UNIT AGREEMENT

This Phantom Unit Agreement ("Agreement") is between Blueknight Energy Partners G.P., L.L.C. (the "Company") and Mark Hurley (the "Participant"), regarding an award ("Award") of 61,448 Phantom Units (as defined in the Blueknight Energy Partners G.P., L.L.C. Long-Term Incentive Plan (the "Plan")) granted to the Participant on January 1, 2018 (the "Grant Date"), such number of Phantom Units subject to adjustment as provided in the Plan, and further subject to the following terms and conditions:

1. Relationship to Plan. This Award is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Committee thereunder and are in effect on the date hereof. Except as otherwise provided herein, capitalized terms shall have the same meanings ascribed to them under the Plan.

2. Definitions.

"Cause" means (i) conviction of the Participant by a court of competent jurisdiction of any felony or a crime involving moral turpitude; (ii) the Participant's willful and intentional failure or willful and intentional refusal to follow reasonable and lawful instructions of the Board; (iii) the Participant's material breach or default in the performance of his obligations under this Agreement; or (iv) the Participant's act of misappropriation, embezzlement, intentional fraud or similar conduct involving the Company or any of its Affiliates.

"Disability" means the Participant either (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months or (ii) the Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company or any entity that would be considered a single "service recipient" with the Company pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

"Retirement" means the Participant's employment with the Company and all its Affiliates terminates (other than due to death, Disability or Cause) on or after he attains age 57 with at least five years of service with the Company or its Affiliates.

3. Vesting Schedule; Settlement.

(a) The Phantom Units subject to this Award shall vest as follows: January 1, 2019, such vesting date, (the "Vesting Date"). The Participant must be continuously employed with the Company or any of its Affiliates from the Grant Date through December 31, 2018 Vesting Date in order for the Award to become vested with respect to the Phantom Units on such date.

(b) Notwithstanding any provision in the Plan to the contrary, (i) the occurrence of a Change of Control shall have no effect on the vesting of the Phantom Units and (ii) following the occurrence of a Change of Control, the Phantom Units shall continue to vest in accordance with this Agreement.

(c) Within 60 days following vesting with respect to a Phantom Unit, the Participant shall be entitled to receive a Common Unit. Common Units will be evidenced, at the sole option and in the sole discretion of the Committee, either (i) in book-entry form in the Participant's name in the Common Unit register of the Partnership maintained by the Partnership's transfer agent or (ii) a unit certificate issued in the Participant's name. Upon delivery of a Common Unit in respect of a Phantom Unit, such Phantom Unit shall cease to be outstanding in the Participant's notional account described below in Section 5.

4. Forfeiture of Award.

(a) If the Participant's employment with the Company and all Affiliates is terminated by Participant's employer without Cause (and, for the avoidance of doubt, not due to Retirement), or by reason of death or Disability, all unvested Phantom Units shall immediately vest and the Restricted Period shall terminate as of the date of the Participant's termination.

(b) If the Participant's employment with the Company and all Affiliates is terminated due to Retirement, the unvested Phantom Units shall not be forfeited and shall instead continue to vest and be payable in accordance with this Agreement as if the Participant had remained continuously employed by the Company or an Affiliate.

(c) If the Participant's employment with the Company and all Affiliates terminates for any reason not described in Section 4(a) or 4(b), all unvested Phantom Units shall be immediately forfeited as of the date of the Participant's termination.

Immediate vesting of units under Section 4.(a), other than by reason of death, are conditioned on the execution by the Participant of a release of all employment-related claims within the applicable period following the Participant's date of termination provided in such release that is not revoked by the Participant during any applicable revocation period provided in such release; *provided, however*, that such release shall be contingent upon the Company's satisfaction of all terms and conditions of this Section.

5. Distribution Equivalent Rights. During the Restricted Period, the Award of Phantom Units hereunder shall be evidenced by entry in a bookkeeping account and shall include a tandem Distribution Equivalent Right with respect to the Phantom Units. Distribution Equivalent Rights shall only be paid with respect to ordinary quarterly cash distributions and shall not be paid with respect to any special, make-up or extraordinary distributions, in each case as determined by the Committee in its sole discretion. Notwithstanding the foregoing, no Distribution Equivalent Rights shall be paid in excess of the Minimum Quarterly Distributions (as defined in the Partnership Agreement) during the one year period following the Grant Date. Pursuant to the Distribution Equivalent Right, within 45 days following the end of each fiscal quarter for which a cash distribution is made with respect to Common Units, the Participant shall be entitled to receive a cash payment with respect to each Phantom Unit then outstanding equal to the cash distribution made by the Partnership with respect to each Common Unit.

6. Rights as Unitholder; Delivery of Common Units. Until delivery of Common Units as described in Section 3(c), the Participant shall have no rights as a unitholder as a result of the grant of Phantom Units hereunder. The Company shall not be obligated to deliver any Common Units if counsel to the Company determines that such sale or delivery would violate any applicable law or any rule or regulations of any governmental authority or any rule or regulation of, or agreement of the Company with, any securities exchange or association upon which the Common Units are listed or quoted. The Company shall in no event be obligated to take any affirmative action in order to cause the delivery of Common Units to comply with any such law, rule, regulations or agreement.

7. Assignment of Award. The Participant's rights under this Agreement and the Plan are personal; no assignment or transfer of the Participant's rights under and interest in this Award may be made by the Participant other than by will, by beneficiary designation, by the laws of descent and distribution or by a qualified domestic relations order.

8. Withholding. No certificates representing Common Units hereunder shall be delivered to or in respect of a Participant unless the amount of all federal, state and other governmental withholding tax requirements imposed upon the Company with respect to the issuance of such Common Units has been remitted to the Company or unless provisions to pay such withholding requirements have been made to the satisfaction of the Committee. The Committee may make such provisions as it may deem appropriate for the withholding of any taxes which it determines is required in connection with this Award. The Participant may pay all or any portion of the taxes required to be withheld by the Company or paid by the Participant in connection with the vesting of all or any portion of this Award by delivering cash, or, with the Committee's approval, by electing to have the Company withhold Common Units, or by delivering previously owned Common Units, having a Fair Market Value equal to the amount required to be withheld or paid. The Participant may only request the withholding of Common Units having a Fair Market Value equal to the statutory minimum withholding amount. The Participant must make the foregoing election on or before the date that the amount of tax to be withheld is determined.

9. No Employment Guaranteed. No provision of this Agreement shall confer any right upon the Participant to continued employment with the Company or any Affiliate.

10. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware.

Participant. 11. **Amendment.** This Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Company and the

12. **Section 409A.**

(a) The Phantom Units granted pursuant to this Agreement are intended to comply with or be exempt from Code Section 409A, and ambiguous provisions hereof, if any, shall be construed and interpreted in a manner consistent with such intent. No payment, benefit or consideration shall be substituted for the Phantom Units if such action would result in the imposition of taxes under Code Section 409A. Notwithstanding anything in this Agreement to the contrary, if any Plan provision or this Agreement results in the imposition of an additional tax under Code Section 409A, that Plan provision or provision of this Agreement shall be reformed, to the extent permissible under Code Section 409A, to avoid imposition of the additional tax, and no such action shall be deemed to adversely affect the Participant's rights to the Phantom Units.

(b) Notwithstanding any provision of the Agreement to the contrary, if the Participant is identified by the Company as a "specified employee" within the meaning of Code Section 409A(a)(2)(B)(i) on the date on which the Participant has a "separation from service" (other than due to death) within the meaning of Treasury Regulation § 1.409A-1(h), the Phantom Units payable or settled on account of a separation from service that are deferred compensation subject to Code Section 409A shall be paid or settled on the earliest of (i) the first business day following the expiration of six months from the Participant's separation from service, (ii) the date of the Participant's death, or (iii) such earlier date as complies with the requirements of Code Section 409A.

(c) For all purposes of this Agreement, the Participant shall be considered to have terminated employment with the Company and its Affiliates when the Participant incurs a "separation from service" with the Company within the meaning of Treasury Regulation § 1.409A-1(h).

IN WITNESS WHEREOF, the Company and the Participant have executed this Phantom Unit Agreement as of the dates set forth below.

BLUEKNIGHT ENERGY PARTNERS G.P., L.L.C.

By: /s/ Alex Stallings
Name: Alex Stallings
Title: Chief Financial Officer and Secretary
Date: 3/7/18

Participant:

/s/ Mark A. Hurley
Name: Mark A. Hurley
Date: 3/7/18

Signature Page to Phantom Unit Agreement

**List of Subsidiaries
of
Blueknight Energy Partners, L.P.**

Name of Subsidiary	State of Organization
BKEP Finance Corporation	Delaware
BKEP Operating, L.L.C.	Delaware
BKEP Management, Inc.	Delaware
BKEP Crude, L.L.C.	Delaware
BKEP Sub, L.L.C.	Delaware
BKEP Pipeline, L.L.C.	Delaware
Blueknight Motor Carrier LLC	Delaware
BKEP Red River System LLC	Delaware
BKEP Supply and Marketing LLC	Delaware
BKEP Services LLC	Texas
BKEP Materials, L.L.C.	Texas
BKEP Asphalt, L.L.C.	Texas
Knight Warrior LLC	Texas
BKEP Terminal Holding, L.L.C.	Texas
BKEP Terminalling, L.L.C.	Texas

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-213872 and 333-221175) and Form S-8 (Nos. 333-202538, 333-202537, 333-144737 and 333-177005) of Blueknight Energy Partners, L.P. of our report dated March 26, 2020 relating to the consolidated financial statements, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Tulsa, Oklahoma
March 26, 2020

**CERTIFICATION
PURSUANT TO AND IN CONNECTION WITH THE REPORTS
TO BE FILED UNDER SECTION 13 AND 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Mark Hurley, certify that:

1. I have reviewed this annual report on Form 10-K of Blueknight Energy Partners, L.P.;
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 fiscal 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.

Date: March 26, 2020

/s/ Mark Hurley

Mark Hurley
Chief Executive Officer
Blueknight Energy Partners, G.P., L.L.C.,
general partner of Blueknight Energy Partners, L.P.

**CERTIFICATION
PURSUANT TO AND IN CONNECTION WITH THE REPORTS
TO BE FILED UNDER SECTION 13 AND 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, D. Andrew Woodward, certify that:

1. I have reviewed this annual report on Form 10-K of Blueknight Energy Partners, L.P.;
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 fiscal 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.

Date: March 26, 2020

/s/ D. Andrew Woodward

D. Andrew Woodward

Chief Financial Officer

Blueknight Energy Partners, G.P., L.L.C.,

general partner of Blueknight Energy Partners, L.P.

**CERTIFICATION PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002 (18 U.S.C. SECTION 1350)***

In connection with the Annual Report of Blueknight Energy Partners, L.P., a Delaware limited partnership (the "Partnership"), on Form 10-K for the year ended December 31, 2019 as filed with the Securities and Exchange Commission (the "Report"), each of the undersigned, Mark Hurley, Chief Executive Officer of Blueknight Energy Partners G.P., L.L.C., and D. Andrew Woodward, Chief Financial Officer of Blueknight Energy Partners G.P., L.L.C., certifies, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that to his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Partnership.

/s/ Mark Hurley

Mark Hurley
Chief Executive Officer
Blueknight Energy Partners G.P., L.L.C.,
general partner of Blueknight Energy Partners, L.P.

March 26, 2020

/s/ D. Andrew Woodward

D. Andrew Woodward
Chief Financial Officer
Blueknight Energy Partners G.P., L.L.C.,
general partner of Blueknight Energy Partners, L.P.

March 26, 2020

* A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Report.

