



MASTER FACILITY ACCESS AND INDEMNITY AGREEMENT

MARTIN RESOURCE MANAGEMENT CORPORATION including:

- ALTEC Environmental Consulting LLC
- Berry Petroleum Company
- Cross Oil Refining & Marketing, Inc.
- Martin Asphalt Co.
- Martin Crude Marketing Co.
- Martin Energy Services LLC
- Martin Gas Sales
- Martin L.P. Gas
- Martin Lubricants
- Martin Marine
- Martin Mega Lubricants
- Martin Midstream GP LLC
- Martin Midstream Partners L.P.
- Martin Operating GP LLC
- Martin Operating Partnership L.P.
- Martin Product Sales LLC
- Martin Resources
- Martin Specialty Products
- Martin Sulfur
- Martin Terminalling & Storage
- Martin Terminals
- Martin Transport, Inc.
- Monarch Oil

This Master Facility Access and Indemnity Agreement (“Agreement”) is executed by _____ (“Company”) in order to obtain consent from Martin (as hereinafter defined) to access any property existing as of the date hereof or in the future: owned or leased by Martin; upon which Martin’s assets are located; or upon which Martin conducts any of its business (the “Facility”). For purposes of this Agreement:

- a. “Martin” shall be defined to include Martin Resource Management Corporation, its respective subsidiaries, affiliates and interrelated companies (whether existing as of the date hereof or formed in the future) including but not limited to all of the entities listed at the top of this Agreement, and their agents, officers, directors, managers, servants and employees and the heirs, executors, administrators, legal representatives, successors and assigns of each and all of the foregoing.
- b. “Company Group” shall be defined to include Company, its subsidiaries, affiliates and interrelated companies, their partners, customers, contractors, subcontractors, and invitees and their agents, officers, directors, managers, servants and employees and the heirs, executors, administrators, legal representatives, successors and assigns of each and all of the foregoing.

NOW, therefore, acknowledging the valuable consideration extended by Martin in granting the privilege of access to Martin’s facilities, Company agrees to the following:

1. To cause Company Group to comply with all local, state and federal rules and regulations and conduct all such operations in accordance with industry standards and in a commercially reasonable, safe and prudent manner.

2. BEING AWARE OF THE VARIOUS HAZARDS WHICH MAY BE MET, TO THE EXTENT NOT PROHIBITED BY LAW, COMPANY HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS MARTIN, AND ANY OTHER ENTITY OR INDIVIDUAL AFFILIATED OR IN CONTRACTUAL PRIVITY WITH MARTIN IN THE OWNERSHIP, LEASING AND/OR OPERATION OF ANY MARTIN FACILITY ENTERED INTO BY ANY MEMBER OF THE COMPANY GROUP, FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND EXPENSES (INCLUDING COST OF DEFENSE AND ALL SUCH COSTS INCURRED IN PURSUING DEFENSE AND INDEMNITY OR ADDITIONAL INSURED COVERAGE UNDER THIS AGREEMENT), FOR INJURY TO OR DEATH OF ANY PERSONS WHILE ON OR ADJACENT TO THE FACILITY, AND FROM LOSS OF OR DAMAGE TO ANY PROPERTY, IN ANY WAY ARISING, IN WHOLE OR IN PART, OUT OF THE PRESENCE OR ACTIVITIES OF ANY KIND OR CHARACTER OF COMPANY GROUP ON OR ADJACENT TO THE FACILITY, EXCEPT TO THE EXTENT THAT THE DAMAGE, INJURY OR DEATH IS SOLELY CAUSED BY MARTIN. THIS INDEMNITY AGREEMENT IN FAVOR OF MARTIN WILL APPLY REGARDLESS OF WHETHER THE INJURY, DEATH OR PROPERTY DAMAGE IS ALLEGED TO HAVE BEEN CAUSED BY THE JOINT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE AND/OR STRICT PRODUCT LIABILITY OF MARTIN.

3. In addition to any other insurance Company may purchase to provide coverage for its liability under Section 2 above, but not by way of limitation, prior to entry into a Martin facility, the Company will, and will cause each member of the Company Group who may enter a Martin Facility, to provide Martin with certificates of insurance with underwriters acceptable to Martin evidencing actual placement of coverage as follows:

- a. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate. Such insurance must include contractual liability coverage.
- b. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident.
- c. Should higher limits be required of Company by the Motor Carrier Act of 1980, Company agrees to provide such increased limits and to have the Policy(ies) endorsed to be in full compliance with all requirements of the Motor Carrier Act of 1980.
- d. Worker's Compensation Insurance and Occupational Disease Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000.00 for any accident or occupational disease.
- e. Excess Liability coverage providing additional limits over all of the foregoing insurances with limits of not less than \$4,000,000.00 per occurrence.

All insurance coverage—other than Worker's Compensation—required herein by Company or Company Group shall be endorsed to specifically reflect that Martin (as defined herein) is an additional insured, that there is a separation of insureds clause in each policy of insurance, that the coverages are primary and not excess of or contributory with any other insurance available to Martin, that all deductibles and/or self-insured retentions shall be for the account of Company and Company Group, and that no cancellation or material change in coverage will be affected without thirty (30) days prior written notice to Martin. All insurance coverage required herein and all certificates evidencing such coverages shall be specifically endorsed to waive subrogation in favor of Martin. Further, the limits of insurance specified above shall be independent of and shall not limit or restrict in any respect the protection, defense, indemnity and hold harmless obligations of Company set forth in Section 2 above. Certificates of insurance to be provided hereunder are to be returned to Martin with the executed copy of this Agreement unless already on file.

4. That Company agrees and understands that the granting of the privilege of access, as provided herein, constitutes a non-assignable restricted license, and that the same may be revoked by Martin at any time without prior notice, and that upon notice of revocation, all access cards and/or keys issued by Martin will be returned by Company to Martin within ten (10) days of receiving such notice.

5. That failure by Martin to enforce any rights or privileges conferred hereby shall not constitute a waiver of Martin's right at any time thereafter to enforce such terms.

6. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of legislative or administrative action, such holding or action shall be strictly construed and shall not affect the validity of any other provision of this Agreement.

7. This Agreement shall be construed pursuant to the laws of the State of Texas, without regard to the conflicts of law rules, and Company consents to the exclusive jurisdiction and venue for any dispute hereunder in the State District Courts of Texas. This Agreement shall constitute the full and complete agreement among the parties governing access to any Martin facility, and supersedes any other agreement now in effect among the parties relating thereto and may not be terminated by Martin or altered to the detriment of Martin except by a written document signed by Martin with a specific reference to this Agreement. Any provision that by its nature continues shall survive any expiration or termination of this Agreement, including but not limited to those contained in Sections 2, 3, 4, 5, 6, and 7.

EXECUTED as of _____, 20____.

Company: _____

By: _____ Address: _____

Printed Name: _____ City, State, ZIP: _____

Title: _____ Phone Number: _____

Email Address: _____