



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                        |               |
|---|---|------------------------|---------------|
| <b>PRODUCER</b><br>LOCKTON COMPANIES<br>2100 ROSS AVENUE, SUITE 1400<br>DALLAS TX 75201<br>214-720-5563                       | <b>CONTACT NAME:</b>                                  | <b>FAX (A/C, No):</b>  |               |
|   | <b>PHONE (A/C, No, Ext):</b>                          | <b>E-MAIL ADDRESS:</b> |               |
| <b>INSURED</b><br>1302028<br>Martin Resource Management Corporation<br>(See Listing Page 2)<br>PO Box 191<br>Kilgore TX 75663 | <b>INSURER(S) AFFORDING COVERAGE</b>                  |                        | <b>NAIC #</b> |
|   | <b>INSURER A : ACE American Insurance Company</b>     |                        | 22667         |
|   | <b>INSURER B : --- SEE ATTACHMENT ---</b>             |                        |               |
|   | <b>INSURER C : Steadfast Insurance Company</b>        |                        | 26387         |
|   | <b>INSURER D : Westchester Fire Insurance Company</b> |                        | 10030         |
|   | <b>INSURER E : AXIS Surplus Insurance Company</b>     |                        | 26620         |
|   | <b>INSURER F :</b>                                    |                        |               |

**COVERAGES** \* **CERTIFICATE NUMBER:** 13314403 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE  | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS  |
|-------------|--|--|----------|--|----------------------------------|----------------------------------|---|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>POLLUTION LIABILITY</b><br><input checked="" type="checkbox"/> \$1M-SIR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y  | Y        | XSL G48912904  | 5/1/2024                         | 5/1/2025                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ Not Applicable<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A<br>A      | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  | Y  | Y        | ISAH10765006<br>XSAH10765936                         | 5/1/2024<br>5/1/2024             | 5/1/2025<br>5/1/2025             | COMBINED SINGLE LIMIT (Ea accident) \$ 7,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| C<br>D<br>E | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  | Y  | Y        | AEC 2510217-00<br>G27550277010<br>P-001-001114420-02 | 5/1/2024<br>5/1/2024<br>5/1/2024 | 5/1/2025<br>5/1/2025<br>5/1/2025 | EACH OCCURRENCE \$ 13,000,000<br>AGGREGATE \$ 13,000,000<br>\$ XXXXXXXX   |
| B           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> N | Y<br>N/A | See Attached   | 5/1/2024                         | 5/1/2025                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Certificate Holder includes: Williams Strategic Sourcing Company and its Affiliates, its parent, subsidiary, or affiliated companies. Waiver of subrogation in favor of Williams Strategic Sourcing Company and its Affiliates, its parent, subsidiary, or affiliated companies included as per attached endorsements. Williams Strategic Sourcing Company and its Affiliates, its parent, subsidiary, or affiliated companies are included as an Additional Insured as per attached endorsements. See attached primary endorsements. Excess Automobile Liability policy is follow form regarding Additional Insured and Waiver of Subrogation. Excess Liability (Umbrella) policy is follow form.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**13314403**

Williams Strategic Sourcing Company and Affiliates  
Attn: Supply Chain Management – Contracts  
P.O. Box 1396  
Houston TX 77251-1396

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Producer:  
Lockton Companies  
2100 Ross Avenue, Suite 1400  
Dallas, TX 75201

## WORKERS' COMPENSATION POLICIES

### OTHER STATES

Policy Number: WLR C54508190  
Insurer: Indemnity Insurance Company of North America

### Arizona

Policy Number: WLR C54508256  
Insurer: Ace American Insurance Company

## **NAMED INSUREDS**

MARTIN RESOURCE MANAGEMENT CORPORATION, MARTIN MIDSTREAM PARTNERS L.P. AND/OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND INTERRELATED COMPANIES

Martin Resource Management Corporation  
Martin Resource LLC  
Martin Energy Services LLC  
Martin Product Sales LLC  
Martin Asphalt  
Martin Crude Marketing Co.  
Berry Petroleum Company  
Martin Underground Storage, Inc.  
Cross Oil Refining & Marketing, Inc.  
Norphlet Rail Terminal LLC  
ALTEC Environmental Consulting LLC  
ASHTEC Water Services LLC  
MRMC Equipment Holdings LLC  
Martin Pilot Services LLC  
Aspire America, Inc.  
American Senterfitt Insurance Company, Ltd.  
Martin Midstream GP LLC  
Martin Midstream Partners L.P.  
Martin Operating GP LLC  
Martin Operating Partnership L.P.  
Martin Marine  
Martin L.P. Gas  
Martin Terminals  
Martin Resources  
Martin Gas Sales  
Martin Sulfur  
Martin Specialty Products  
Monarch, Inc.  
Martin Lubricants  
Martin Transport, Inc.  
Martin Midstream Finance Corp.  
Talen's Marine & Fuel LLC  
Redbird Gas Storage LLC  
Martin ELSA Investment LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Martin Resource Management Corporation

**Endorsement Effective Date:**5/1/2024

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization as required by written contract, letter or intent, or work order

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II — Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I —Covered Autos Coverages** of the Auto Dealers Coverage Form.

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

|   |                                |                                       |   |
|---|--------------------------------|---------------------------------------|---|
| Named Insured<br>Martin Resource Management Corporation                 |                                |                                       | Endorsement Number<br>4                   |
| Policy Symbol   | Policy Number<br>XSL G48912904 | Policy Period<br>5/1/2024 to 5/1/2025 | Effective Date of Endorsement<br>5/1/2024 |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company |                                |                                       |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY****SCHEDULE**

**Name of Person or Organization:** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

**A. Section II — Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

|   |                                |                                       |   |
|---|--------------------------------|---------------------------------------|---|
| Named Insured     Martin Resource Management Corporation                |                                | Endorsement Number                    |   |
| Policy Symbol   | Policy Number<br>XSL G48912904 | Policy Period<br>5/1/2024 to 5/1/2025 | Effective Date of Endorsement<br>5/1/2024 |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company |                                |                                       |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Person or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

\_\_\_\_\_  
Authorized Agent

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

|   |                               |                                      |   |
|---|-------------------------------|--------------------------------------|---|
| Named Insured: Martin Resource Management Corporation                   |                               |                                      | Endorsement Number                        |
| Policy Symbol   | Policy Number<br>ISAH10765006 | Policy Period<br>5/1/2024 - 5/1/2025 | Effective Date of Endorsement<br>5/1/2024 |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company |                               |                                      |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

|   |                                |                                    |   |
|---|--------------------------------|------------------------------------|---|
| Named Insured Martin Resource Management Corporation                    |                                |                                    | Endorsement Number                        |
| Policy Symbol   | Policy Number<br>XSL G48912904 | Policy Period 5/1/2024 to 5/1/2025 | Effective Date of Endorsement<br>5/1/2024 |
| Issued by (Name of Insurance Company)<br>ACE American Insurance Company |                                |                                    |   |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

| Organization | <u>Schedule</u> | <u>Additional Insured Endorsement</u> |
|--------------|-----------------|---------------------------------------|
|--------------|-----------------|---------------------------------------|

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



**OTHER INSURANCE ENDORSEMENT -  
NON-CONTRIBUTORY**

|   |                                 |                                       |   |  |
|---|---------------------------------|---------------------------------------|---|--|
| Name Insured <b>Martin Resource Management Corporation Et. Al.</b>          |                                 |                                       |   |  |
| Policy Symbol   | Policy Number<br>AEC 2510217-00 | Policy Period<br>5/1/2024 to 5/1/2025 | Effective Date of Endorsement<br>5/1/2024 |  |
| Issued By (Name of Insurance Company)<br>Westchester Fire Insurance Company |                                 |                                       |   |  |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**ACE CATASTROPHE LIABILITY PLUS POLICY**

**SECTION IV CONDITIONS**, Part J. OTHER INSURANCE, is deleted and replaced by the following:

**J. OTHER INSURANCE**

If valid and collectible "other insurance" is available to the insured which covers a "loss" also covered by this policy, this policy shall operate in excess of, and not contribute with, such "other insurance".

However, with respect to coverage afforded to person or organization that is an additional insured under this policy by virtue of a written "insured contract" signed by you prior to the "occurrence" for which coverage is sought, and such contract requires that this policy will apply as primary to and not contributory with all "other insurance" available to that additional insured, then any "other insurance" that is available to such additional insured will apply excess of and not contributory with this policy. In such case our limit of liability will be the lesser of:

1. The amount of insurance required by the "insured contract", or
2. The limits of insurance shown in the declarations.

The following definitions are added to the policy and apply to this endorsement:

"Insured contract" means any written contract or agreement pertaining to your business (including indemnification of a municipality in connection with work performed for the municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

"Insured contract" does not include that part of any contract or agreement that:

1. Indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. Indemnifies an architect, engineer or surveyor for injury to damage arising out of:

- a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing or specifications; or
- b. Giving directions or instructions or failing to give directions or instructions, if that is the primary cause of the injury or damage; or
3. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those in 2. above and supervisory, inspection, architectural or engineering activities.

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

"Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

All other terms and conditions of this policy remain unchanged.

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Authorized Representative

| Workers' Compensation and Employers' Liability Policy                        |   |
|--|---|
| Named Insured<br>Martin Resource Management Corporation                      | Endorsement Number  |
|  | Policy Number<br>Symbol: WLR    Number: C68919368   |
| Policy Period<br>5/1/2024 <b>TO</b> 5/1/2025                                 | Effective Date of Endorsement<br>5/1/2024   |
| Issued By (Name of Insurance Company)<br>INDEMNITY INS. CO. OF NORTH AMERICA |   |
| Insert the policy number.  | The remainder of the information is to be completed only when this endorsement is issued subsequent to the reformation of the policy. |

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

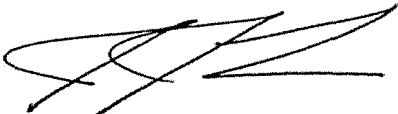
**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative