

**MARTIN MIDSTREAM GP LLC  
CONFLICTS COMMITTEE CHARTER**

**Purpose**

The Conflicts Committee (the “Committee”) is appointed by the Board of Directors (the “Board”) of Martin Midstream GP LLC (the “Company”) to carry out the duties as set forth in the Second Amended and Restated Agreement of Limited Partnership, as may be amended, (the “LP Agreement”) of Martin Midstream Partners L.P. (the “Partnership”) and in the Omnibus Agreement (the “Omnibus Agreement”) between Martin Resource Management Corporation (“MRMC”), the Company, the Partnership and Martin Operating Partnership L.P. (the “Operating Partnership”), as well as other duties delegated by the Board that relate to conflicts of interests between the Company and its Affiliates, on the one hand and the Partnership, the Operating Partnership any other Group Member, any Partner or any Assignee, on the other hand. The Committee shall also advise the Board on actions to be taken by the Company and the Partnership or matters related to the Company and the Partnership upon request of the Board.

**Committee Membership**

The Committee shall consist of at least three directors, each of whom the Board shall have determined has satisfied the independence requirements established by applicable laws, regulations and listing requirements, and who are not (a) security holders, officers or employees of the Company, (b) officers, directors or employees of any Affiliate of the Company or (c) holders of any ownership interest in the Partnership Group other than the common units of the Partnership. The members shall also meet the independence standards required to serve on an audit committee of a board of directors as defined by the NASDAQ Stock Market LLC and any applicable laws and regulations.

The members of the Committee shall be appointed by the Board on the recommendation of the Nominations Committee. Committee members may be removed and replaced by the Board, with or without cause.

**Certain Definitions**

Capitalized terms not otherwise defined herein are defined as follows:

- “Affiliate(s),” “Assignee,” “Group Member,” “Partner(s),” “Partnership Group,” “Partnership Securities” and “Person” shall have the meaning as set forth in the LP Agreement; and
- “Business,” “Indirect Expenses Limit,” “Offer,” “Partnership Entities,” “Services,” “significant Martin agreement” and “Subject Assets” shall have the meaning as set forth in the Omnibus Agreement.

**Committee Structure and Operations**

The Board shall designate one member of the Committee as its chairperson. The Committee shall meet in person or telephonically at the call of the chairperson, two or more members of the

Committee, or the Chairman of the Board at a time and place determined by the Committee chairperson. Actions may be taken by unanimous written consent when deemed necessary or desirable by the Committee or its chairperson.

The Committee shall keep adequate minutes of all of its proceedings and the chairperson, or any other member of the Committee designated by the chairperson, shall report its actions to the Board at the next Board meeting. The Committee shall be governed by the same rules regarding meetings (including meetings by conference telephone or similar communications equipment), action without meetings, notice, waiver of notice, and quorum and voting requirements as are applicable to the Board. The Committee is authorized to adopt its own rules of procedure not inconsistent with (a) any provision of this Charter, (b) any provision of the Amended and Restated Limited Liability Company Agreement of Martin Midstream GP LLC, as may be amended, (c) the LP Agreement or (d) any applicable law, rule or regulation.

The Committee may invite such members of management, independent consultants and such other persons as the Committee or chairperson may deem appropriate to its meetings consistent with the maintenance of the confidentiality of Committee discussions.

### **Committee Authority and Responsibilities**

The Committee shall act on an informed basis, in good faith, and in the honest belief that any action taken by the Committee is in the best interests of the Partnership. In the Committee's determination of what is "fair and reasonable" to the Partnership and in connection with the Committee's resolution of any conflict of interest, the Committee is authorized to consider (A) the relative interests of any party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interest; (B) any customary or accepted industry practices and any customary or historical dealings with a particular Person; (C) any applicable generally accepted accounting practices or principles; and (D) such additional factors as the Committee determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances. With respect to any contribution of assets to the Partnership in exchange for Partnership Securities, the Committee, in determining whether the appropriate number of Partnership Securities are being issued, may take into account, among other things, the fair market value of the assets, the liquidated and contingent liabilities assumed, the tax basis in the assets, the extent to which tax-only allocations to the transferor will protect the existing partners of the Partnership against a low tax basis, and such other factors as the Committee deems relevant under the circumstances.

The Committee's specific responsibilities are as follows:

1. The Board may seek the Committee's approval of any agreement to be entered into pursuant to Section 7.6(c) of the LP Agreement; the terms of any such agreement are to be fair and reasonable to the Partnership.
2. The Board may seek the Committee's approval of any sale, transfer or conveyance of any property to, or the purchase of any property from the Partnership pursuant to Section 7.6(e) of the LP Agreement; the terms of any such sale, transfer or conveyance are to be fair and reasonable to the Partnership.

3. If the Company has been requested to register Partnership Securities pursuant to Section 7.12(a) of the LP Agreement, the Committee shall determine in its good faith judgment if it would be in the Partnership and its Partners' best interests for such registration to be postponed for up to six months due to any pending transactions, investigations or other events.
4. The Board may seek the Committee's approval of any resolution of a conflict of interest between the Company or any of its Affiliates, on the one hand, and the Partnership, the Operating Partnership, any other Group Member, any Partner or any Assignee, on the other hand.
5. If the Board has elected not to purchase Subject Assets as described in Section 2.2(c)(ii)-(iv) of the Omnibus Agreement, the Committee shall determine whether it approves of the Board's election not to purchase such assets.
6. If MRMC and the Company agree on the fair market value of Subject Assets subject to an Offer in accordance with Section 2.3(c) of the Omnibus Agreement, the Committee shall determine if it agrees with such fair market value of such Subject Assets.
7. If the Company has determined that it should exercise its right to cause one or more of the Partnership Entities to purchase Subject Assets pursuant to an Offer as modified by the determination of an investment banking firm in accordance with Section 2.3(d) of the Omnibus Agreement, the Committee shall determine if it agrees with the Company's determination that the Company should exercise such right.
8. Any increase to the Indirect Expenses Limit in order to account for adjustments in the nature of the Services as the result of acquisitions by the Partnership, or other expansions of the Business agreed to by MRMC and the Company, requires the consent of the Committee.
9. If a "significant Martin agreement" is to be executed or materially amended, the Committee must determine if it approves of the execution of the "significant Martin agreement" or the material amendment of a "significant Martin agreement."
10. If the Omnibus Agreement is to be amended or modified, the Committee must determine if it approves of the amendment or modification.
11. The Committee may form and delegate authority to subcommittees when appropriate.
12. The Committee shall report to the Board its decisions and determinations in a timely manner.
13. The Committee shall review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.
14. The Committee shall review its own performance annually and produce a performance evaluation, which evaluation must compare the performance of the Committee with the requirements of this Charter. The performance evaluation by the Committee shall be

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conducted in such manner as the Committee deems appropriate. In the discretion of the Committee, the report to the Board may take the form of an oral report by the chairperson of the Committee or any other member of the Committee designated by the Committee to make this report.