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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 14, 2025

GLOBAL CLEAN ENERGY HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware	000-12627	87-0407858
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

6451 Rosedale Hwy
Bakersfield, California 93308
(Address of principal executive offices, including zip code)

(661) 742-4600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class registered	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Restructuring Support Agreement

On April 16, 2025, Global Clean Energy Holdings, Inc. ("GCEH," and together with certain of its direct and indirect subsidiaries, the "Company"), entered into a Restructuring Support Agreement (the "Restructuring Support Agreement" and the parties thereto, the "Consenting Stakeholders") with (i) certain holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold claims under that certain Credit Agreement, dated as of June 25, 2024 (as amended, restated, amended and restated, modified or supplemented from time to time consistent with the terms thereof, the "RCF Credit Agreement," and the secured claims thereunder, the "RCF Claims") by and among Bakersfield Renewable Fuels, LLC as borrower, BKRF OCB, LLC and BKRF OCP, LLC as guarantors, the lenders party thereto and Vitol Americas Corp. as administrative agent and collateral agent; (ii) certain holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold claims under that certain Credit Agreement, dated as of May 4, 2020 (as amended, restated, amended and restated, modified or supplemented from time to time consistent with the terms thereof, the "Term Loan Credit Agreement," and the secured claims thereunder, the "Term Loan Claims") by and among BKRF OCB, LLC as borrower, BKRF OCP, LLC and Bakersfield Renewable Fuels, LLC as guarantors, the lenders party thereto and Orion Energy Partners TP Agent, LLC as administrative agent and collateral agent; and (iii) CTCI Americas, Inc. ("CTCI"). The transactions contemplated in the Restructuring Support Agreement and that certain term sheet attached thereto (the "Restructuring Term Sheet") are expected to be implemented through a pre-arranged chapter 11 process (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court").

The Restructuring Support Agreement and the proposed pre-arranged plan of reorganization (the "Plan") contemplate certain transactions (the "Restructuring Transactions") to restructure the existing indebtedness of, and interests in, the Company, as supported by the Consenting Stakeholders and the Company parties listed on Exhibit A of the Restructuring Support Agreement (the "Company Parties"). Specifically, the Restructuring Support Agreement and the Plan provide, in pertinent part, as follows:

- the holder of RCF Claims will provide a priming, senior secured, superpriority debtor-in-possession revolving credit facility in the aggregate principal amount of up to $100.0 million to Bakersfield Renewable Fuels, LLC (the "DIP RCF Facility"), comprising of (i) revolving loans advanced on an interim basis pursuant to a "creeping" roll-up and conversion of the RCF Claims into loans under the DIP RCF Facility; (ii) a roll up of approximately $27.8 million of certain tranche D Term Loan Claims; and (iii) roll up of all remaining RCF Claims into loans under the DIP RCF Facility pursuant to a final order of the Bankruptcy Court (the "Final DIP Order") with respect to the DIP Facilities (as defined below);

- the holders of Term Loan Claims will provide, on an aggregate basis, a superpriority, priming secured debtor-in-possession credit facility in the aggregate principal amount of $75.0 million to GCEH, comprising of (i) $25.0 million in new money term loans, and (ii) subject to entry of the Final DIP Order, a roll up of $50.0 million of certain Tranche D Term Loan Claims ((i) and (ii) collectively, the "DIP Term Loan Facility");

- CTCI entered into a contract with Bakersfield Renewable Fuels, LLC pursuant to which it agreed to make payments on behalf of Bakersfield Renewable Fuels, LLC to pay for goods and services in connection with the project and related refining facilities, including the payment (or reimbursement) of certain invoices for an aggregate amount up to $75.0 million for which Bakersfield Renewable Fuels, LLC must ultimately reimburse CTCI (the "DIP EPC Agreement," and together with the DIP RCF Facility and the DIP Term Loan Facility, the "DIP Facilities"; the lenders thereto, the "DIP Lenders");

- on and after the Plan Effective Date, the Company (as reorganized, "Reorganized GCEH") will issue equity interests consisting of (i) preferred units to the holders of Term Loan Claims and CTCI as follows: (a) 4/9ths (44.4%) to holders of Term Loan Claims and (b) 5/9ths (55.6%) to CTCI; and (ii) 100% of common units (the "New Common Stock") to holders of Term Loan Claims. Additionally, on and after the Plan Effective Date, the Reorganized Debtors shall incur the exit facilities and issue the takeback debt (the "Takeback Debt") on the terms set forth in Exhibit C to the Restructuring Term Sheet; and

- all of the Company's existing common stock and other equity interests will be canceled without any distributions to the holders of such common stock and other equity interests on account thereof.

The Restructuring Support Agreement includes certain milestones for the progress of the Chapter 11 Cases, which include the dates by which the Company is required to, among other things, obtain certain court orders and consummate the transactions contemplated therein. Failure to meet these milestones allows the Restructuring Support Agreement to be terminated by the holder of RCF Claims or the holders of Term Loan Claims. In addition, the signatories to the Restructuring Support Agreement have the right to terminate the Restructuring Support Agreement under certain circumstances, including if the board of directors of GCEH (the "Board") determines in good faith that performance under the Restructuring Support Agreement would be inconsistent with its fiduciary duties as set forth therein. The Plan remains subject to Bankruptcy Court approval and the satisfaction of certain conditions precedent. Accordingly, no assurance can be given that the transactions described in the Restructuring Support Agreement or the Plan will be consummated.

The foregoing description of the Restructuring Support Agreement does not purport to be complete and is qualified in its entirety by reference to its full text, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference in this Item 1.01.

Debtor-in-Possession Financing

The information set forth under the heading "Debtor-in-Possession Financing" in Item 1.03 below is hereby incorporated by reference into this Item 1.01.

Amended & Restated Supply and Offtake Agreement

On April 17, 2025, Bakersfield Renewable Fuels, LLC ("BKRF"), a wholly-owned subsidiary of the Company, and Vitol Americas Corp. ("Vitol") amended and restated that certain Supply and Offtake Agreement, dated as of June 25, 2024, by and between BKRF and Vitol (the "SOA"), to reflect the Chapter 11 Cases and align certain provisions of the SOA with the definitive documentation governing the DIP RCF Facility.

The foregoing description of the SOA does not purport to be complete and is qualified in its entirety by reference to its full text, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference in this Item 1.01.

Item 1.03 Bankruptcy or Receivership.

Voluntary Petition for Reorganization

On April 16, 2025, the Company filed a petition under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the Bankruptcy Court. Concurrently, the Company filed a pre-arranged chapter 11 plan of reorganization (the "Plan") with the Bankruptcy Court.

The Company will continue to operate its business as a "debtor-in-possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and the orders of the Bankruptcy Court.

Additional information about the Chapter 11 Cases may be obtained athttps://dm.epiq11.com/GCEHoldings.

Debtor-in-Possession Financing

GCEH has secured commitments from certain of the DIP Lenders (the "DIP Commitments"), to provide approximately $250.0 million in new funding under the DIP Facilities, comprised of $100.0 million under the DIP RCF Facility, $75.0 million under the DIP Term Loan Facility and up to $75.0 million under the DIP EPC Agreement. Upon entry of the Final DIP Order by the Bankruptcy Court, the full amount of the DIP Commitments shall be available to the applicable subsidiaries of GCEH to draw upon for, among other items, (i) certain prepetition obligations which GCEH has secured Bankruptcy Court authorization to satisfy; (ii) adequate protection payments; (iii) the fees, costs, and expenses of administering the Chapter 11 Cases; and (iv) working capital and other general corporate needs of GCEH in the ordinary course of business.

GCEH's obligations under the proposed DIP Facilities will be guaranteed by each U.S. subsidiary of GCEH. In addition, subject to Bankruptcy Court approval, the claims of the DIP Lenders will be (i) entitled to superpriority administrative expense claim status, subject to certain customary exclusions in the credit documentation, and (ii) secured by perfected senior security interests and liens on certain property of the Company, subject to a certain exclusions and exceptions carve outs.

The foregoing descriptions of the DIP Facilities and DIP Commitments do not purport to be complete and are qualified in their entirety by reference to the exhibits to the Restructuring Term Sheet.

Item 2.04 Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The filing of the Chapter 11 Cases described above in Item 1.03 constitutes an event of default that accelerated the Company's obligations under the following debt instruments (the "Debt Instruments"):

- Approximately $39.1 million of borrowings (plus any accrued but unpaid interest, fees, and premiums in respect thereof) under the RCF Credit Agreement;
- Approximately $1,096.3 million of borrowings (plus any accrued but unpaid interest, fees and premiums in respect thereof) under Term Loan Credit Agreement;
- Approximately $49.4 million of borrowings (plus any accrued but unpaid interest in respect thereof) under that certain Credit Agreement, dated as of May 4, 2020, by and among BKRF HCB, LLC, a Delaware limited liability company, BKRF HCP, LLC, a Delaware limited liability company and GCEH, as assignee of Orion Energy Partners TP Agent, LLC;
- Approximately $48.6 million of borrowings (plus any accrued but unpaid interest in respect thereof) under that certain Promissory Note, dated as of February 23, 2022, by and among Rosedale FinanceCo LLC, a Delaware limited liability company, as maker and GCEH as payee; and
- Approximately $34.9 million of borrowings (plus any accrued but unpaid interest in respect thereof) under that certain Amended and Restated Promissory Note, dated as of June 25, 2024, by and among Sustainable Oils, Inc., a Delaware corporation, as maker and BKRF OCB, LLC, a Delaware limited liability company, as payee.

The Debt Instruments provide that, as a result of the Chapter 11 Cases, any outstanding amounts (including in respect of principal and accrued interest) due thereunder shall be immediately due and payable. Any efforts to enforce such payment obligations under the Debt Instruments are automatically stayed as a result of the commencement of the Chapter 11 Cases, and the creditors' rights of enforcement in respect of the Debt Instruments are subject to the applicable provisions of the Bankruptcy Code.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 8, 2025, the Compensation Committee and Board of Directors of GCEH approved the payment of one-time cash retention awards ("Retention Awards") to certain of GCEH's executive officers in the amounts set forth in the table below, which were paid pursuant to the terms of a retention award agreement (the "Retention Agreement"). The Retention Awards are subject to certain clawback provisions provided for in the Retention Agreement.

The foregoing description of the Retention Agreement does not purport to be complete and is qualified in its entirety by reference to the Retention Agreement, the form of which is filed herewith as Exhibit 10.3 and is incorporated herein by reference.

Named Executive Officer	Retention Award
Noah Ananda Verleun	$ 282,875
Wade Adkins	$ 233,712
Antonio D'Amico	$ 262,175

Item 7.01 Regulation FD Disclosure.

Press Release

On April 16, 2025, GCEH issued a press release announcing the filing of the Chapter 11 Cases. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 8.01. Other Events.

OTCQB Listing Status

On April 16, 2025, GCEH was notified by the OTC Markets Group Inc. (the "OTC Markets Group") that its common stock would be moved from the OTC Markets Group's OTCQB market to the OTC Pink Market, effective April 17, 2025 because the Company has filed for bankruptcy protection.

USDA Grant Program

As previously disclosed in the Current Report on Form 8-K filed on September 19, 2022, the United States Department of Agriculture (the "USDA") selected GCEH for participation in the Partnerships for Climate-Smart Commodities grant program (the "Program"). On April 14, 2025, the USDA notified GCEH (along with several dozen recipients), it was terminating grants under the Program since USDA had determined it failed to meet new criteria under the Program and inviting GCEH (and others) to reapply for the Program.

Cautionary Note Regarding the Chapter 11 Cases

The Company cautions that trading in the Company's common stock during the pendency of the Chapter 11 Cases is highly speculative and poses substantial risks. Trading prices for the Company's common stock may bear little or no relationship to the actual recovery, if any, by holders of the Company's common stock in the Chapter 11 Cases. The Company expects that holders of the Company's common stock will not receive distributions in the Chapter 11 Cases, and that the equity will be canceled under the Plan.

Cautionary Statement Regarding Forward Looking Statements

Certain of the matters discussed in this Current Report on Form 8-K which are not statements of historical fact constitute forward-looking statements within the meaning of the securities laws, including the Private Securities Litigation Reform Act of 1995, that involve a number of risks and uncertainties. Words such as "strategy," "expects," "continues," "plans," "anticipates," "believes," "would," "will," "estimates," "intends," "projects," "goals," "targets" and other words of similar meaning are intended to identify forward-looking statements but are not the exclusive means of identifying these statements. Any statements made in this news release other than those of historical fact, about an action, event or development, are forward-looking statements. The important factors that may cause actual results and outcomes to differ materially from those contained in such forward-looking statements include, without limitation, the Company's ability to continue operating in the ordinary course while the Chapter 11 Cases are pending; the Company's ability to successfully complete a restructuring under Chapter 11, including: consummation of the restructuring; potential adverse effects of the Chapter 11 Cases on the Company's liquidity and results of operations; the Company's ability to obtain timely approval by the bankruptcy court with respect to the motions filed in the Chapter 11 Cases; objections to the Company's recapitalization process or other pleadings filed that could prolong the Chapter 11 Cases; employee attrition and the Company's ability to retain senior management and other key personnel due to distractions and uncertainties; the Company's ability to comply with financing arrangements; the Company's ability to maintain relationships with partners, suppliers, customers, employees and other third parties and regulatory authorities as a result of the Chapter 11 Cases; the effects of the Chapter 11 Cases on the Company and on the interests of various constituents, including holders of the Company's common stock; the bankruptcy court's rulings in the Chapter 11 Cases, including the approvals of the terms and conditions of the restructuring and the outcome of the Chapter 11 Cases generally; the length of time that the

Company will operate under Chapter 11 protection and the continued availability of operating capital during the pendency of the Chapter 11 Cases; risks associated with third party motions in the Chapter 11 Cases, which may interfere with the Company's ability to consummate the restructuring or an alternative restructuring; increased administrative and legal costs related to the Chapter 11 process; and other litigation and inherent risks involved in a bankruptcy process; the future production of the Company's Bakersfield renewable fuels facility (the "Bakersfield Facility"); anticipated and unforeseen events which could reduce future production at the Bakersfield Facility or delay future capital projects, and changes in commodity and credit values; throughput volumes, production rates, yields, operating expenses and capital expenditures at the Bakersfield Facility; the need for additional capital in the future, including, but not limited to, in order to complete capital projects and satisfy liabilities, including to pay amounts owed under the Company's outstanding indebtedness under the Term Loan Credit Agreement, the Company's ability to raise such capital in the future, and the terms of such funding, including dilution caused thereby; our plans to expand and execution of expanding GCEH's camelina operations beyond North America; our plans for large scale cultivation of camelina as a nonfood-based feedstock and its use at our Bakersfield Facility; the future production of the Bakersfield Facility, including but not limited to, renewable diesel and conventional production and the breakdown between the two; changes in commodity and credits values; certain early termination rights associated with third party agreements and conditions precedent to such agreements; the Company's level of indebtedness, which could affect its ability to fulfill its obligations, impede the implementation of its strategy, and expose the Company's interest rate risk; the Company's ability to comply with required covenants under outstanding senior notes and the Term Loan Credit Agreement and to pay amounts due under such senior notes and Term Loan Credit Agreement, including interest and other amounts due thereunder; the ability of the Company to retain and hire key personnel; the level of competition in the Company's industry and its ability to compete; the Company's ability to respond to changes in its industry; the loss of key personnel or failure to attract, integrate, and retain additional personnel; the Company's ability to obtain and retain customers; the Company's ability to produce products at competitive rates; the Company's ability to execute its business strategy in a very competitive environment; trends in, and the market for, the price of oil and gas and alternative energy sources; the volatile nature of the prices for oil and gas caused by supply and demand, including volatility caused by the ongoing Ukraine/Russia conflict and/or the Israel/Hamas conflict, changes in interest rates and inflation, and potential recessions; the outcome of pending and potential future litigation, judgments and settlements; rules and regulations making the Company's operations more costly or restrictive; volatility in the market price of compliance credits (primarily Renewable Identification Numbers ("RINs") needed to comply with the Renewable Fuel Standard ("RFS")) under renewable and low-carbon fuel programs and emission credits needed under other environmental emissions programs, the requirement for the Company to purchase RINs in the secondary market to the extent it does not generate sufficient RINs internally, liabilities associated therewith and the timing, funding and costs of such required purchases, if any; changes in environmental and other laws and regulations and risks associated with such laws and regulations; macroeconomic pressures and general uncertainty regarding the overall future economic environment, the imposition of additional duties, tariffs, or trade restrictions on the importation of goods we use in connection with our business; economic downturns both in the United States and globally, changes in inflation and interest rates, increased costs of borrowing associated therewith and potential declines in the availability of such funding; risk of increased regulation of the Company's operations and products; disruptions in the infrastructure that the Company and its partners rely on; interruptions at the Company's facilities; unexpected and expected changes in the Company's anticipated capital expenditures resulting from unforeseen and expected required maintenance, repairs, or upgrades; the Company's ability to acquire and construct new facilities; expected and unexpected downtime at the Company's facilities; dependence on third party transportation services and pipelines; risks related to obtaining required crude oil supplies, and the costs of such supplies; counterparty credit and performance risk; unanticipated problems at, or downtime effecting, the Company's facilities and those operated by third parties; risks relating to the Company's hedging activities or lack of hedging activities; and risks relating to future divestitures, asset sales, joint ventures and acquisitions.

Other important factors that may cause actual results and outcomes to differ materially from those contained in the forward-looking statements included in this Current Report on Form 8-K are described in the Company's publicly filed reports, including, but not limited to, the Company's Annual Report on Form 10-K for the year ended December 31, 2024, and the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, and future Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q. These reports are available at www.sec.gov. The Company cautions that the foregoing list of important factors is not complete. All subsequent written and oral forward-looking statements attributable to the Company or any person acting on behalf of the Company are expressly qualified in their entirety by the cautionary statements referenced above. Other unknown or unpredictable factors also could have material adverse effects on GCEH's future results. The forward-looking statements included in this press release are made only as of the date hereof. GCEH cannot guarantee future results, levels of activity, performance or achievements. Accordingly, you should not place undue reliance on these forward-looking statements. Finally, GCEH undertakes no obligation to update these statements after the date of this release, except as required by law, and takes no obligation to update or correct information prepared by third parties that are not paid for by GCEH. If we update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1†	Restructuring Support Agreement, dated as of April 16, 2025, by and among Global Clean Energy Holdings, Inc., certain of its subsidiaries and the Consenting Stakeholders (as defined therein).
10.2†	Amended and Restated Supply and Offtake Agreement, dated as of April 17, 2025, by and between Bakersfield Renewable Fuels, LLC and Vitol Americas Corp.
10.3	Form of Retention Agreement, by and among Global Clean Energy Holdings, Inc. and a named executive officer of the Company.
99.1	Press Release, dated as of April 16, 2025, issued by Global Clean Energy Holdings, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document).

† Certain portions of this document that constitute confidential information have been redacted in accordance with Regulation S-K, Item 601(b)(10). The Company hereby agrees to furnish a copy of any omitted portion to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 18, 2025

By: /s/ Wade Adkins
Wade Adkins
Chief Financial Officer

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH RESTRUCTURING TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF THE DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY RESTRUCTURING TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS, IN EACH CASE, SUBJECT TO THE TERMS HEREOF.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 14.02 hereof, this "**Agreement**") is made and entered into as of April 16, 2025 (the "**Execution Date**"), by and among the following parties (each of the following described in sub-clauses (i) through (iv) of this preamble, and any Entity[1] that subsequently becomes a party hereto by executing and delivering to counsel to the Company Parties and counsel to each of the Consenting Stakeholders a Joinder, collectively, the "**Parties**"):

i. Global Clean Energy Holdings, Inc., a company incorporated under the Laws of the state of Delaware ("**GCEH**"), and each of its subsidiaries listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Consenting Stakeholders (the Entities in this clause (i), collectively, the "**Company Parties**");

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

ii. Vitol Americas Corp. ("**Vitol**") in its capacities as (a) lender, administrative agent, and collateral agent under the Prepetition RCF Credit Agreement, and (b) lender, administrative agent, and collateral agent under the DIP RCF Facility, and in each case, any assignee thereof that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the "**Consenting RCF Lenders**");

iii. the undersigned holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold Prepetition Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the "**Consenting Term Loan Lenders**," and together with the Consenting RCF Lenders, the "**Consenting Lenders**"); and

iv. CTCI Americas, Inc. ("**CTCI**," and together with the Consenting Lenders, the "**Consenting Stakeholders**").

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms' length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties' capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (together with any exhibits and appendices annexed thereto, the "**Restructuring Term Sheet**," and, such transactions as described in this Agreement and the Restructuring Term Sheet, the "**Restructuring Transactions**");

WHEREAS, the Company Parties intend to implement the Restructuring Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**"); and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation***.

1.01. Definitions. The following terms shall have the following definitions:

"**Affiliate**" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

"**Agent**" means any administrative agent, collateral agent, or similar Entity under the Prepetition Term Loan Facility, the Prepetition RCF Facility, and/or the DIP Facilities, including any successors thereto.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 14.02 (including the Restructuring Term Sheet).

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to such Party.

"**Alternative Restructuring Proposal**" means any written or oral plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to (a) a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, partnership, debt incurrence (including, without limitation, any debtor-in-possession financing, use of Cash collateral, or exit financing) or similar transaction or series of transactions involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties, other than the Restructuring Transactions, or (b) any other transaction involving one or more of the Company Parties that is an alternative to one or more of the Restructuring Transactions.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

"**Bankruptcy Court**" means the United States Bankruptcy Court in which the Chapter 11 Cases are commenced or another United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each as amended from time to time.

"**Business Day**" means any day other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Cash**" means cash and cash equivalents, including bank deposits, checks, and other similar items, in legal tender in the state of New York.

"**Causes of Action**" means, collectively, any and all Claims, Interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, Law, equity, or otherwise. "Causes of Action" also includes: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by Law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) Claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such Claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common Law, including fraudulent transfer Laws.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"**CTTIA**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Company Claims/Interests**" means any Claim against, or Interest in, a Company Party, including, without limitation, the Prepetition Term Loan Claims, the Prepetition RCF Claims, the Prepetition EPC Claims, and any other Claims or Interests held by the Consenting Stakeholders.

"**Company Parties**" has the meaning set forth in the preamble to this Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions.

"**Confirmation**" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"**Consenting Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting RCF Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Stakeholders**" has the meaning set forth in the preamble of this Agreement.

"**Consenting Term Loan Lenders**" has the meaning set forth in the preamble of this Agreement.

"**Debtors**" means the Company Parties that commence Chapter 11 Cases.

"**Definitive Documents**" means, collectively, each of the documents listed in Section 3.01.

"**DIP Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**DIP Credit Agreements**" means, collectively, the DIP Term Loan Agreement and the DIP RCF Credit Agreement.

"**DIP Documents**" means, collectively, (a) the DIP RCF Documents and (b) the DIP Term Loan Documents.

"**DIP Facilities**" means, collectively, (a) the DIP Term Loan Facility and (b) the DIP RCF Facility.

"**DIP Orders**" means, collectively, the Interim DIP Order and the Final DIP Order, each of which shall be in form and substance acceptable to the Required Consenting Stakeholders.

"**DIP RCF Agent**" means Vitol Americas Corp., as the administrative agent and collateral agent under the DIP RCF Credit Agreement, including its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP RCF Credit Agreement.

"**DIP RCF Credit Agreement**" means that certain super-senior secured debtor-in-possession loan and security agreement, dated as of April 16, 2025, by and among the Debtors, the DIP RCF Agent, and the DIP RCF Lenders party thereto, setting forth the terms and conditions of the DIP RCF Facility.

"**DIP RCF Documents**" means, collectively, the DIP RCF Credit Agreement and any amendments, modifications, or supplements to the foregoing, including any related notes, certificates, agreements, intercreditor agreements, security agreements, deeds of trust, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith, and the Prepetition SOA and Prepetition SSA and related guarantees, in each case, which shall be in form and substance acceptable to the DIP RCF Secured Parties.

"**DIP RCF Facility**" means the $100,000,000 senior secured superpriority debtor-in-possession revolving financing facility to be provided to the Debtors by the Consenting RCF Lenders on the terms and conditions set forth in the DIP RCF Term Sheet, the DIP RCF Documents, the DIP Orders, and on other terms and conditions to be agreed upon by the Debtors and the Required Consenting RCF Lenders consistent with the DIP RCF Documents and, on and after the Petition Date, the Prepetition SOA and Prepetition SSA.

"**DIP RCF Lenders**" means the lenders under the DIP RCF Credit Agreement.

"**DIP RCF Secured Parties**" means Vitol, in its capacity as a party under the Prepetition SOA and Prepetition SSA, the DIP RCF Lenders, and the DIP RCF Agent.

"**DIP RCF Term Sheet**" means the term sheet setting forth the terms and conditions of the DIP RCF Facility, attached to the Restructuring Term Sheet as Exhibit A-1, which shall be in form and substance acceptable to the DIP RCF Secured Parties.

"**DIP Secured Parties**" means the lenders and agents under the DIP Documents and CTCI under the New CTCI Agreement.

"**DIP Term Loan Agent**" means Orion Energy Partners TP Agent, LLC, as the administrative agent and collateral agent under the DIP Term Loan Agreement, including its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Term Loan Agreement.

"**DIP Term Loan Agreement**" means that certain super-senior secured debtor-in-possession loan and security agreement, dated as of April 16, 2025, by and among the Debtors, the DIP Term Loan Agent, and the DIP Term Loan Lenders party thereto.

"**DIP Term Loan Documents**" means, collectively, the DIP Term Loan Agreement and any amendments, modifications, or supplements to the foregoing, including any related notes, certificates, agreements, intercreditor agreements, security agreements, deed of trust, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

"**DIP Term Loan Facility**" means the $75,000,000 senior secured superpriority debtor-in-possession term loan financing facility to be provided to the Debtors on the terms and conditions set forth in the DIP Term Loan Term Sheet, the DIP Term Loan Documents, the DIP Orders, and on other terms and conditions to be reasonably acceptable to the Required Consenting Term Loan Lenders, consistent with the DIP Term Loan Documents.

"**DIP Term Loan Lenders**" means the lenders under the DIP Term Loan Agreement.

"**DIP Term Loan Term Sheet**" means the term sheet setting forth the terms and conditions of the DIP Term Loan Facility, attached to the Restructuring Term Sheet as Exhibit A-2.

"**Disclosure Statement**" means that certain disclosure statement disclosing the terms and conditions of the Plan, as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms of this Agreement and in accordance with, among other things, applicable securities Law, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable Law.

"**Entara**" means Entara LLC.

"**Entara MSA**" means that certain Management Services Agreement dated as of August 27, 2024 among Entara and certain Company Parties.

"**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Exit EPC Claims**" means, collectively, the Post-Exit CTCI Senior DIP Payment Obligation, the Subordinated Senior Secured EPC Claims, the Subordinated Secured EPC Claim, and the Subordinated Junior EPC Claim.

"**Exit EPC Claims Documents**" means, collectively, any agreements or documents memorializing the Exit EPC Claims, including any amendments, modifications, and supplements thereto.

"**Exit Facilities Term Sheet**" means the term sheet attached to the Restructuring Term Sheet as Exhibit C, together with any exhibits and appendices annexed thereto.

"**Exit RCF Credit Agreement**" means the credit agreement with respect to the Exit RCF Facility, as may be amended, supplemented, or otherwise modified from time to time.

"**Exit RCF Facility**" means that certain $100,000,000 revolving credit facility, supply and offtake agreement, and storage services agreement to be entered into by the applicable Reorganized Debtors on the Effective Date pursuant to the Exit RCF Credit Agreement, the Exit SOA, or the Exit SSA, as applicable, on substantially the same terms as the Prepetition RCF Credit Agreement, the Prepetition SOA, or the Prepetition SSA, as applicable.

"**Exit RCF Facility Documents**" means, collectively, the Exit RCF Credit Agreement, the Exit SOA, the Exit SSA, and any other agreements or documents memorializing the Exit RCF Facility, including any amendments, modifications, and supplements thereto, in each case, which shall be in form and substance acceptable to the Consenting RCF Lenders.

"**Exit SOA**" means the supply and offtake agreement with respect to the Exit RCF Facility, as may be amended, supplemented, or otherwise modified from time to time consistent with the terms thereof, which may be an amended and restated Prepetition SOA.

"**Exit SSA**" means the storage services agreement with respect to the Exit RCF Facility, as may be amended, supplemented, or otherwise modified from time to time consistent with the terms thereof, which may be an amended and restated Prepetition SSA.

"**Exit Term Loan Credit Agreements**" means, collectively, the New Super Senior Exit Term Loan Credit Agreement, the New Senior Secured Term Loan Credit Agreement, the Subordinated Senior Secured Term Loan Credit Agreement, and the Subordinated Junior Term Loan Credit Agreement.

"**Exit Term Loan Facilities**" means, collectively, the New Super Senior Exit Facility, the New Senior Secured Term Facility, the First Out Subordinated Senior Secured Term Facility, the Second Out Subordinated Senior Secured Term Facility, and the Subordinated Junior Term Facility.

"**Exit Term Loan Facilities Documents**" means, collectively, the Exit Term Loan Credit Agreements and any other agreements or documents memorializing the Exit Term Loan Facilities, including any amendments, modifications, and supplements thereto.

"**Final DIP Order**" means the order entered by the Bankruptcy Court approving, among other things, the terms of the DIP Facilities, which shall be consistent with the DIP Credit Agreements, the priority of certain Claims under the New CTCI Agreement as set forth in the New CTCI Documents, the Debtors' entry into the DIP Documents and the New CTCI Documents, and the use of Cash collateral on a final basis.

"**First Day Pleadings**" means the first-day pleadings that the Debtors determine, in consultation with the Required Consenting Stakeholders, are necessary or desirable to file in the Chapter 11 Cases, which pleadings shall be consistent with this Agreement in all material respects and otherwise in form and substance reasonably acceptable to the Required Consenting Stakeholders.

"**First Out Subordinated Senior Secured Term Facility**" has the meaning set forth in the Exit Facilities Term Sheet.

"**GCEH**" has the meaning set forth in the preamble to this Agreement.

"**Governance Term Sheet**" means the term sheet attached to the Restructuring Term Sheet as Exhibit D, together with any exhibits and appendices annexed thereto.

"**Intercreditor Agreement**" means that certain Intercreditor Agreement dated as of June 25, 2024, by and between Vitol Americas Corp., as RCF Representative, Orion Energy Partners TP Agent, LLC, as Term Loan Representative, the Term Creditors party thereto from time to time, Bakersfield Renewable Fuels, LLC, as Project Company, BKRF OCB, LLC, as BKRF Borrower, and BKRF OCP, LLC, as Holdings (as from time to time amended and restated) and any documents related thereto.

"**Interest**" means, collectively, (a) any Equity Security, or any other equity or ownership interest (including any such interest in a partnership, limited liability company, or other Entity), in any Debtor, (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor, and (c) any and all Claims that are otherwise determined by the Bankruptcy Court to be an interest, including any Claim or debt that is recharacterized as an interest or subject to subordination as an interest pursuant to section 510(b) of the Bankruptcy Code.

"**Interim DIP Order**" means the order entered by the Bankruptcy Court approving, among other things, the terms of the DIP Facilities, which shall be consistent with the DIP Credit Agreements, the priority of certain Claims under the New CTCI Agreement as set forth in the New CTCI Documents, the Debtors' entry into the DIP Documents and the New CTCI Documents, and the use of Cash collateral on an interim basis.

"**Joinder**" means an executed joinder to this Agreement, substantially in the form attached hereto as **Exhibit C**, providing, among other things, that the signing holder of Company Claims/ Interests is bound by the terms of this Agreement.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, decree, injunction, order, ruling, assessment, writ, or other legal requirement or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Milestones**" means the milestones set forth in the Restructuring Term Sheet.

"**New Common Equity**" means the new limited liability company membership units of Reorganized GCEH, issued to holders of Claims as specifically provided for in the Restructuring Term Sheet and the Plan and as set forth in the Governance Term Sheet.

"**New CTCI Agreement**" means that certain Project Management, Procurement, Construction, Operation and Maintenance Support Agreement, dated April 16, 2025 (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof), by and between Debtor Bakersfield Renewable Fuels, LLC, the other Company Parties, and CTCI, attached to the Restructuring Term Sheet as Exhibit B.

"**New CTCI Documents**" means, collectively, the New CTCI Agreement and any other documentation necessary to effectuate the transactions contemplated by the New CTCI Agreement, including, but not limited to, any notes, certificates, agreements, guarantees, security agreements, documents, or instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing).

"New Preferred Equity" means the preferred equity in Reorganized GCEH issued in accordance with the Governance Term Sheet.

"**New Preferred Equity Documents**" means all documentation necessary to effectuate the issuance of the New Preferred Equity (including any amendments, restatements, supplements, or modifications thereof).

"**New Senior Secured Term Loan Credit Agreement**" means the credit agreement with respect to the New Senior Secured Term Facility, as may be amended, supplemented, or otherwise modified from time to time consistent with the terms thereof.

"**New Senior Secured Term Facility**" has the meaning set forth in the Exit Facilities Term Sheet.

"**New Super Senior Exit Facility**" has the meaning set forth in the Exit Facilities Term Sheet.

"**New Super Senior Exit Term Loan Credit Agreement**" means the credit agreement with respect to the New Super Senior Exit Facility, as may be amended, supplemented, or otherwise modified from time to time consistent with the terms thereof.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transfer**" means a Transfer of any Company Claims or any Interests that meets the requirements of Section 8.01.

"**Permitted Transferee**" means each transferee with respect to a Permitted Transfer.

"**Petition Date**" means the first date that any of the Debtors commence a Chapter 11 Case.

"**Plan**" means the joint plan of reorganization that will be filed by the Debtors under chapter 11 of the Bankruptcy Code to implement the Restructuring Transactions in accordance with, and subject to the terms and conditions of, this Agreement, the Restructuring Term Sheet, the Definitive Documents, and any related exhibits.

"**Plan Effective Date**" means the occurrence of the effective date of the Plan according to its terms.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court.

"**Post-Exit CTCI Senior DIP Payment Obligation**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Prepetition EPC Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Prepetition RCF Claims**" means any Claim on account of the Prepetition RCF Facility.

"**Prepetition RCF Credit Agreement**" means that certain Credit Agreement, dated June 25, 2024, by and among Bakersfield Renewable Fuels, LLC, a Delaware limited liability company, as borrower, BKRF OCB, LLC, a Delaware limited liability company, as guarantor, BKRF OCP, LLC, a Delaware limited liability company, as guarantor, the lenders party thereto, and Vitol Americas Corp., a Delaware corporation, as the administrative and collateral agent, as may be amended, modified, amended and restated, or otherwise supplemented from time to time consistent with the terms thereof.

"**Prepetition RCF Facility**" means that certain revolving credit facility under the Prepetition Revolver Documents and, for the period prior to the Petition Date, the Prepetition SOA and Prepetition SSA.

"**Prepetition Revolver Documents**" means the Prepetition RCF Credit Agreement and the related guarantees, security agreements, mortgages, intercreditor agreements, and other security documents.

"**Prepetition SOA**" means that certain Supply and Offtake Agreement, dated June 25, 2024, by and between Bakersfield Renewable Fuels, LLC, a Delaware limited liability company, and Vitol Americas Corp., a Delaware corporation, as may be amended, modified, amended and restated, or otherwise supplemented from time to time consistent with the terms thereof.

"**Prepetition SSA**" means that certain Storage Services Agreement, dated June 25, 2024, by and between Bakersfield Renewable Fuels, LLC, a Delaware limited liability company, and Vitol Americas Corp., a Delaware corporation, as may be amended, modified, amended and restated, or otherwise supplemented from time to time consistent with the terms thereof.

"**Prepetition Term Loan Claims**" means any secured Claim on account of the Prepetition Term Loan Facility.

"**Prepetition Term Loan Credit Agreement**" means that certain Credit Agreement, dated May 4, 2020, by and among BKRF OCB, LLC, a Delaware limited liability company, as borrower, BKRF OCP, LLC, a Delaware limited liability company, as holdings, the lenders party thereto, and Orion Energy Partners TP Agent, LLC, as the administrative and collateral agent, as may be amended, modified, amended and restated, or otherwise supplemented from time to time consistent with the terms thereof.

"**Prepetition Term Loan Facility**" means that certain loan facility under the Prepetition Term Loan Credit Agreement.

"**Qualified Marketmaker**" means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in any Company Claims/Interests), in its capacity as a dealer or market maker in any Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Remedial Action**" means any action to enforce, request the enforcement of (including any request upon a trustee or agent), or direct the enforcement of any of the rights and remedies available under any credit agreement, indenture, note, loan agreement, guaranty, security agreement, deed of trust, or other collateral agreement, or any agreements or instruments entered into in connection with any of the foregoing or any amendments or supplements to any of the foregoing (each, a "**Debt Document**"), including, without limitation, any action to accelerate or collect any amounts with respect to the obligations under a Debt Document, the sending of any written notice to the Company Party that a default or event of default has occurred under a Debt Document and is continuing, the sending of any written request to any trustee or agent under a Debt Document to initiate an action, suit, or proceeding such Debt Document, or any action to exercise any rights or remedies under such Debt Document, which is actually known to the Company Parties.

"**Reorganized Debtors**" means the Debtors as reorganized under the Plan, or any successor or assign thereto, by transfer, merger, consolidation, or otherwise.

"**Reorganized GCEH**" means GCEH after its conversion to a limited liability company, or any successor or assign thereto, by transfer, merger, consolidation, or otherwise, on and after the Plan Effective Date, or a new limited liability company that will be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or equity of the Debtors and issue the New Common Equity and New Preferred Equity to be distributed pursuant to the Plan.

"**Required Consenting RCF Lenders**" means, as of the relevant date, (a) the Consenting RCF Lenders holding at least 50.01% of the aggregate outstanding Prepetition RCF Claims held by the Consenting RCF Lenders and (b) the DIP RCF Agent.

"**Required Consenting Stakeholders**" means as of the relevant date, the Required Consenting RCF Lenders, the Required Consenting Term Loan Lenders, and CTCI.

"**Required Consenting Term Loan Lenders**" means, as of the relevant date, the Consenting Term Loan Lenders holding at least 50.01% of the aggregate outstanding Prepetition Term Loan Claims held by the Consenting Term Loan Lenders.

"**Restructuring Expenses**" means the prepetition and postpetition reasonable and documented fees and expenses of the professionals of the Consenting Term Loan Lenders, CTCI and the Consenting RCF Lenders that have been invoiced but not yet paid.

"**Restructuring Term Sheet**" has the meaning set forth in the recitals of this Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals of this Agreement.

"**Rules**" means Rule 501(a)(1), (2), (3), and (7) of the Securities Act.

"**Second Out Subordinated Senior Secured Term Facility**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**SOA SSA Assumption Motion**" has the meaning set forth in the Restructuring Term Sheet and shall be in form and substance acceptable to Vitol.

"**Solicitation Materials**" means, collectively, all documents, forms, and other materials provided in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code, including, but not limited to, the Disclosure Statement and the Plan, each of which shall contain terms and conditions that are materially consistent with this Agreement and otherwise reasonably acceptable to the Company Parties and the Required Consenting Stakeholders.

"**Subordinated Junior EPC Claim**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Subordinated Junior Term Facility**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Subordinated Junior Term Loan Credit Agreement**" means the credit agreement with respect to the Subordinated Junior Term Facility, as may be amended, supplemented, or otherwise modified from time to time consistent with the terms thereof.

"**Subordinated Secured EPC Claim**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Subordinated Senior Secured EPC Claim**" has the meaning set forth in the Exit Facilities Term Sheet.

"**Subordinated Senior Secured Term Loan Credit Agreement**" means the credit agreement with respect to the First Out Subordinated Senior Secured Term Facility, as may be amended, supplemented, or otherwise modified from time to time.

"**Terminated EPC Agreement**" means that certain Turnkey Agreement with a Guaranteed Maximum Price for the Engineering, Procurement, and Construction of the Bakersfield Renewable Fuels Project, dated May 18, 2021 (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof), by and between Bakersfield Renewable Fuels, LLC, as owner, and CTCI, terminated as of October 21, 2024.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Section 11.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales, or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement, substantially in the form attached hereto as **Exhibit D**.

"**U.S. Trustee**" means the Office of the United States Trustee for the Southern District of Texas.

1.02. Interpretation. For purposes of this Agreement, the following rules of interpretation shall apply:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference contained herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time; *provided* that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of

such other agreement or amendments, supplements, or other modifications to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) all exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(j) the use of "include" or "including" is without limitation, whether stated or not and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; and

(k) the phrase "counsel to the Consenting Stakeholders" refers in this Agreement to each counsel specified in Section 14.10 other than counsel to the Company Parties.

Section 2. ***Effectiveness of this Agreement.*** This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Standard Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Consenting Stakeholders;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement to counsel to the Company Parties:

(i) holders of at least 66 and 2/3% of the aggregate outstanding principal amount of the Prepetition Term Loan Claims;

(ii) holders of 100% of the aggregate outstanding principal amount of the Prepetition RCF Claims; and

(iii) CTCI;

(c) the applicable Company Parties shall have entered into the new employment agreements identified on Exhibit E to the Restructuring Term Sheet, and such agreements shall be in full force and effect; and

(d) counsel to the Company Parties shall have given notice to counsel to each of the Consenting Stakeholders in the manner set forth in Section 14.10 (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred.

Section 3. ***Definitive Documents***.

3.01. The Definitive Documents governing the Restructuring Transactions shall include this Agreement and each of the following documents (and any modifications, amendments, or supplements thereto): (a) the Plan; (b) the Confirmation Order; (c) the Disclosure Statement; (d) the order of the Bankruptcy Court approving the Disclosure Statement; (e) the Solicitation Materials; (f) the First Day Pleadings and all orders entered in connection therewith; (g) the Plan Supplement (including, for the avoidance of doubt, the Schedule of Retained Causes of Action (as defined in the Plan));[2] (h) the DIP Documents; (i) the DIP Orders; (j) the New CTCI Agreement; (k) the New CTCI Documents; (l) the Exit RCF Facility Documents; (m) the Exit Term Loan Facilities Documents; (n) the New Preferred Equity Documents; (o) the CTTIA; (p) the Exit EPC Claims Documents; and (q) any other agreements, instruments, pleadings, forms, questionnaires, documents, applications, and other filings that are related to any of the foregoing or that may be necessary or advisable to implement or effectuate or that otherwise relate to the Restructuring Transactions.

3.02. The Definitive Documents not executed or not in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement and the Restructuring Term Sheet, as they may be modified, amended, or supplemented in accordance with Section 12. Further, the Definitive Documents not executed or not in a form attached to this Agreement as of the Execution Date (and any modifications, amendments, or supplements thereto), and any agreement with respect to the treatment under the Plan of a holder of any Claim or Interest other than as expressly and specifically set forth in the Restructuring Term Sheet (any such agreement, an "**Alternative Treatment Agreement**"), shall be in form and substance subject to the consent of:

(a) the Company Parties (whose consent shall not be unreasonably withheld, conditioned, or delayed);

(b) the Required Consenting Term Loan Lenders (whose consent shall not be unreasonably withheld, conditioned, or delayed with respect to any Definitive Document or Alternative Treatment Agreement to which no Consenting Term Loan Lender is party);

(c) CTCI (whose consent shall not be unreasonably withheld, conditioned, or delayed with respect to any Definitive Document or Alternative Treatment Agreement to which CTCI is not party); *provided* that, if any consent right granted to CTCI under this provision or elsewhere in this Agreement (other than the Exit Facilities Term Sheet and the Governance Term Sheet) is inconsistent with the consent rights (including limitations thereupon) set forth in the Exit Facilities Term Sheet and the Governance Term Sheet, the consent rights granted in the Exit Facilities Term Sheet and the Governance Term Sheet shall govern); and

2 References to definition contained in the "Plan" in this Section 3 are made by reference to the last version of the form Chapter 11 plan, contemplated to be filed concurrently with the Petition Date, that was provided to the Parties by counsel to the Company Parties prior to the Petition Date.

(d) the Required Consenting RCF Lenders (whose consent shall not be unreasonably withheld, conditioned, or delayed with respect to any Definitive Document or Alternative Treatment Agreement to which no Consenting RCF Lender is party); *provided*, that notwithstanding anything in this Section 3.02 to the contrary, the Required Consenting RCF Lenders' consent shall not be required with respect to the following documents:

(i) the Purchase Agreement, dated as of April 16, 2025, by and among Agribody Technologies, Inc., BKRF HCB, LLC, and the Class B Members signatory thereto as sellers;

(ii) Alternative Treatment Agreements (other than an Alternative Treatment Agreement with respect to the treatment of the Consenting RCF Lenders or the DIP RCF Lenders);

(iii) except with respect to any agreement to which the Consenting RCF Lenders or Vitol is a party and the Entara MSA, the Schedule of Assumed Executory Contracts and Unexpired Leases (as defined in the Plan);

(iv) except with respect to any agreement to which the Consenting RCF Lenders or Vitol is a party and the Entara MSA, the Schedule of Rejected Executory Contracts and Unexpired Leases (as defined in the Plan);

(v) the Schedule of Retained Causes of Action (as defined in the Plan) (provided that the Schedule of Retained Causes of Action shall not contain any causes of action against the Consenting RCF Lenders, Vitol, or any of their Related Parties (as defined in the Restructuring Term Sheet));

(vi) the New Organizational Documents (as defined in the Plan);

(vii) the Exit Facilities Documents (as defined in the Plan) (other than Exit Facilities Documents to which the Consenting RCF Lenders or their Affiliates are a party) that are not materially adverse to the Consenting RCF Lenders;

(viii) the New Preferred Equity Documents (as defined in the Plan);

(ix) the Restructuring Transaction Steps Memorandum (as defined in the Plan); and

(x) in each case with respect to the foregoing (d)(i) through (d)(xi), any agreements, instruments, or documents entered into in connection therewith.

Section 4. ***Commitments of the Consenting Stakeholders.***

4.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder agrees, in respect of all of its Company Claims/Interests, to:

(i) support the Restructuring Transactions, act in good faith, vote all Company Claims/Interests owned, held, or otherwise controlled by such Consenting Stakeholder, and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which it is legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(ii) use commercially reasonable efforts to cooperate with the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(iii) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 4.01(b), *provided* that the foregoing shall not require any Consenting Stakeholder to file any pleadings with respect thereto if, in consultation with the Debtors, they determine a pleading is not reasonably necessary to comply with this provision;

(iv) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Restructuring Transactions;

(v) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party; and

(vi) with respect solely to CTCI, promptly satisfy any claims related to any unpaid subcontractor invoices related to work performed or services provided by such subcontractor to or at the request of CTCI before October 21, 2024.

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly (except as otherwise expressly provided in the applicable DIP Documents or the New CTCI Documents, as applicable):

(i) object to, delay (relative to the timeline contemplated in the Milestones), impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote (or allow any proxy appointed by it to vote) for any Alternative Restructuring Proposal;

(iii) seek to modify the Definitive Documents, in whole or in part, in a manner inconsistent with this Agreement and the Restructuring Term Sheet, over the objection of any of the other Consenting Stakeholders or the Company Parties;

(iv) execute or file any motion, objection, pleading, agreement, instrument, order, form, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, the Plan, or the Restructuring Term Sheet (nor directly or indirectly direct any other person or Entity to take such action);

(v) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, the Definitive Documents, or the other Restructuring Transactions contemplated herein against the Company Parties, the other Parties, or their respective Affiliates other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement (nor directly or indirectly direct any other person or Entity to make such filing);

(vi) object to any First Day Pleadings or "second day" pleadings consistent with this Agreement filed by the Debtors in furtherance of the Restructuring Transactions, including any motion seeking approval of the DIP Facilities or the New CTCI Agreement on the terms set forth herein and the DIP Documents and New CTCI Documents, as applicable;

(vii) exercise, or direct any other person to exercise (either directly or indirectly), any right or remedy for the enforcement, collection, or recovery of any of its Claims against or Interests in the Company Parties;

(viii) announce publicly its intention not to support the Restructuring Transactions;

(ix) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code;

(x) object to or commence any legal proceeding challenging the liens or claims (including the priority thereof) granted or proposed to be granted to the DIP Secured Parties under the DIP Orders;

(xi) file or support, directly or indirectly, a motion, application, adversary proceeding, or cause of action (a) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of the DIP Claims, the Prepetition Term Loan Claims, the Prepetition RCF Claims, the Prepetition EPC Claims, or the Liens securing such Claims, or (b) otherwise seeking to impose liability upon or enjoin the DIP Secured Parties or the Consenting Stakeholders;

(xii) take any action that is inconsistent in any material respect with the Restructuring Transactions;

(xiii) take any action that is inconsistent in any material respect with any Intercreditor Agreement to which such Consenting Stakeholder is a party;

(xiv) object to or otherwise seek to hinder the Debtors' retention of and payment to Lazard Frères & Co. LLC ("**Lazard**") of the fees and expenses set forth in the engagement letter, dated as of February 24, 2025, among Lazard and the Company Parties, and any application seeking approval of or court order approving the same; or

(xv) encourage or facilitate any person or Entity to do any of the actions described in the foregoing Section 4.01(b).

4.02. Commitments with Respect to the Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot; *provided*, *however*, that the consent or votes of the Consenting Stakeholders shall be immediately revoked and deemed void *ab initio* upon the occurrence of the Termination Date (other than a Termination Date caused solely by the Plan Effective Date);

(ii) to the extent that it is permitted to elect to opt out of all of the releases set forth in the Plan, elect not to opt out of such releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election;

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses 4.02(a)(i) and (ii) above;

(iv) agree to provide, and opt in to (to the extent applicable) and not object to, the releases set forth in the Plan;

(v) agree to provide, support, and not opt out of (to the extent applicable) or object to, the debtor releases, third-party releases, injunctions, and discharge, indemnity, and exculpation provisions set forth in the Plan so long as they are substantially consistent with those set forth in Exhibit F of the Restructuring Term Sheet;

(vi) not directly or indirectly, through any person, seek, solicit, propose, support, assist, engage in negotiations in connection with, or participate in the formulation, preparation, filing, or prosecution of any Alternative Restructuring Proposal or object to or take any other action that would reasonably be expected to prevent, interfere with, delay, or impede approval of the Disclosure Statement, solicitation of the Plan, or Confirmation and consummation of the Plan and the Restructuring Transactions; and

(vii) support and take all commercially reasonable actions necessary or reasonably requested by the Company Parties to facilitate approval of the Disclosure Statement, solicitation of the Plan, and Confirmation and consummation of the Plan.

(b) During the Agreement Effective Period, each Consenting Stakeholder, in respect of each of its Company Claims/Interests, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

Section 5. ***Additional Provisions Regarding the Consenting Stakeholders' Commitments.*** Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the U.S. Trustee); (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; (d) require any Consenting Stakeholder to incur any material financial or other material liability other than as expressly described in this Agreement; (e) require any Consenting Stakeholder to take any action which is prohibited by applicable Law or to waive or forego the benefit of any applicable legal privilege; (f) prevent any Consenting Stakeholder from taking any action which is required by applicable Law; (g) prohibit any Consenting Stakeholder from taking any action that is not inconsistent with this Agreement; or (h) prevent any DIP Secured Party from exercising any of its or their rights and privileges under the DIP Documents, the DIP Orders, or the New CTCI Documents. Nothing in this Agreement shall impair or affect the right or obligations of any party under the DIP Documents, the New CTCI Documents, or the DIP Orders.

Section 6. ***Commitments of the Company Parties***.

6.01. Affirmative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement, the Restructuring Term Sheet, and the Definitive Documents;

(b) comply with the Milestones unless extended or waived in writing by the Required Consenting Stakeholders;

(c) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary or desirable to address any such impediment;

(d) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals necessary to implement and/or consummate the Restructuring Transactions;

(e) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents (consistent with this Agreement and the Restructuring Term Sheet) and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(f) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;

(g) provide a reasonable opportunity to counsel for the Consenting Term Loan Lenders, counsel for CTCI, and counsel for the Consenting RCF Lenders to review (which shall be at least two days prior to filing unless not reasonably practicable) (i) draft copies of the Definitive Documents, (ii) draft copies of the Solicitation Materials, and (iii) any other documents that the Company Parties intend to file with Bankruptcy Court if such document materially affects the Consenting Term Loan Lenders, CTCI, or the Consenting RCF Lenders, as applicable;

(h) use commercially reasonable efforts to actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring Transactions;

(i) actively oppose and object to any motion, application, adversary proceeding, or cause of action (i)seeking the entry of an order directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) seeking the entry of an order converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) seeking the entry of an order dismissing the Chapter 11 Cases, or (iv) seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable;

(j) upon reasonable request of any of the Consenting Stakeholders, inform counsel to the Consenting Stakeholders as to: (i) the material business and financial (including liquidity) performance of the Company Parties; (ii) the status and progress of the Restructuring Transactions, including progress in relation to the Definitive Documents; and (iii) the status of obtaining any necessary or reasonably desirable authorizations (including any consents) from each Consenting Stakeholder, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body or any stock exchange;

(k) notify counsel to the Consenting Stakeholders in writing (email being sufficient) of any Remedial Action taken by any creditor within two (2) Business Days of the Company Parties receiving notice or obtaining actual knowledge of such Remedial Action;

(l) notify counsel to the Consenting Stakeholders in writing (e-mail being sufficient) of the commencement of any material governmental or third-party complaints, litigations, investigations, or hearings (or written communication indicating that reasonably foreseeably could result in third-party litigation, investigations, or hearings), in each case, as soon as reasonably possible, but no later than two (2) Business Days of the Company Parties receiving notice of any of the foregoing;

(m) notify counsel to the Consenting Stakeholders (email being sufficient) within two calendar days of the Company Parties receiving notice or obtaining actual knowledge of: (i) any event or circumstance that has occurred that would permit any Party to terminate, or that would result in the termination of, this Agreement; (ii) any matter or circumstance that they know to be a material impediment to the implementation or consummation of the Restructuring Transactions; (iii) a material breach of this Agreement (including a material breach by any Company Parties) and (iv) any representation expressly made under this Agreement that is or proves to have been materially incorrect or misleading in any respect as of the Execution Date;

(n) use commercially reasonable efforts to maintain its and its Affiliates' good standing under the Laws of the state or other jurisdiction in which it and they are incorporated or organized;

(o) use commercially reasonable efforts to seek additional support for the Restructuring from their other material stakeholders to the extent reasonably prudent and, to the extent the Company Parties receive any Joinders or Transfer Agreements, to notify the Consenting Stakeholders of the receipt of such Joinders and Transfer Agreements; and

(p) promptly pay Restructuring Expenses, subject to appropriate Bankruptcy Court approval.

6.02. Negative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of, the Restructuring Transactions described in this Agreement, the Restructuring Term Sheet, the Definitive Documents, or the Plan;

(c) modify this Agreement, the Restructuring Term Sheet, or the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(d) file any motion, pleading, or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in

whole or in part, is not materially consistent with this Agreement, the Restructuring Term Sheet, or the Plan;

(e) solicit, initiate, endorse, propose, file, support, approve, or otherwise promote or advance any Alternative Restructuring Proposal, subject to Section 7.02;

(f) take any action inconsistent with the Intercreditor Agreement;

(g) take any action (i) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, the DIP Claims, the Prepetition EPC Claims, the Prepetition RCF Claims, or the Prepetition Term Loan Claims, or, in each case, the Liens securing such Claims or (ii) otherwise seeking to impose liability upon or enjoin the DIP Secured Parties, CTCI, the Consenting RCF Lenders, or the Consenting Term Loan Lenders;

(h) sell, or file any motion or application seeking to sell, any material assets (including, without limitation, any sale and leaseback transaction and any disposition under Bankruptcy Code section 363), other than in the ordinary course of business, in respect of transactions for total net cash proceeds of more than $2,000,000 in the aggregate for each fiscal year without the prior written consent of the Required Consenting Stakeholders (which may be by email);

(i) subject in all respects to the Restructuring Term Sheet, other than in the ordinary course of business or as required by Law or regulation, (i) enter into or amend, establish, adopt, restate, supplement, or otherwise modify or accelerate (x) any deferred compensation, incentive, success, retention, bonus, or other compensatory arrangements, policies, programs, practices, plans, or agreements, including, without limitation, offer letters, employment agreements, consulting agreements, severance arrangements, or change in control arrangements, or (y) any contracts, arrangements, or commitments that entitle any employee or director to indemnification from the Company Parties, or (ii) amend or terminate any existing compensation or benefit plans or arrangements (including employment agreements), in each case without the prior written consent of the Required Consenting Stakeholders (which may be by email);

(j) other than in the ordinary course of business, (i) enter into any material settlement regarding any Claims or Interests (other than as allowed by the DIP Orders or orders approving the First Day Pleadings), (ii) enter into any material agreement that is materially inconsistent with this Agreement, (ii) amend, supplement, or otherwise modify, or terminate, any material agreement in a way that is materially inconsistent with this Agreement, (iii) knowingly allow any material agreement to expire if such expiration would frustrate or impede consummation of the Restructuring Transactions, or (iv) knowingly allow any material permit, license, or regulatory approval to lapse, expire, terminate, or be revoked, suspended, or modified, in each case without the prior written consent of the Required Consenting Stakeholders (which may be by email);

(k) file with any court any motion, pleading, or Definitive Document (including any modifications or amendments thereto) that, in whole or in part, is materially inconsistent with this Agreement;

(l) (i) operate its business outside the ordinary course, other than the Restructuring Transactions, or (ii) other than in the ordinary course of business or as contemplated by this Agreement or the Restructuring Transactions transfer any material asset or right of the Company Parties (or their Affiliates) or any material asset or right used in the business of the Company Parties (or their Affiliates) to any person or entity;

(m) other than in the ordinary course of business or as contemplated by this Agreement or the Restructuring Transactions engage in any material merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness, or other similar transaction; and

(n) pay prepetition indebtedness, except as expressly provided for herein, the DIP Documents, the New CTCI Documents, or pursuant to orders entered upon pleadings in form and substance reasonably satisfactory to the Required Consenting Stakeholders.

Section 7. ***Additional Provisions Regarding Company Parties' Commitments***

7.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body (including any special committee thereof) of a Company Party to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent such Company Party or the board of directors, board of managers, or similar governing body (including any special committee thereof) determines, after consulting with counsel, that taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.01 shall not be deemed to constitute a breach of this Agreement. The Company Parties shall give written notice (the "**Fiduciary-Out Notice**") to counsel to the Consenting Stakeholders (e-mail being sufficient) within one (1) Business Day of any determination by the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, (a) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (b) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal. This Section 7.01 shall not impede any Party's right to terminate this Agreement as a result of any action or inaction that would otherwise constitute a breach of this Agreement but for this Section 7.01.

7.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 7.01), each Company Party and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the U.S. Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals; *provided* that the Company Parties shall provide the advisors to the Consenting Stakeholders (i) a copy of any written offer or proposal (and notice and a description of any oral offer or proposal) for any such Alternative Restructuring Proposal within two (2) Business Days of the Company Parties' or their advisors' receipt of such offer or proposal, (ii) upon reasonable request, updates as to the status and progress of such Alternative Restructuring Proposal, and (iii) reasonable responses to any information requests regarding such discussions as necessary to keep the Consenting Stakeholders' advisors contemporaneously informed as to the status of such discussions; *however* that, to the extent any Company Party is prohibited from doing so due to a confidentiality restriction or condition upon which such proposal was submitted, such Company Party shall (x) notify counsel to the Consenting Stakeholders upon the receipt of any confidential proposal of the existence of such confidential proposal, (y) use commercially reasonable efforts to obtain relief from such restriction or condition in order to comply with its obligations under this Section 7.02, and (z) subject to compliance with the preceding clauses (x) and (y), not be in breach of this Section 7.02.

7.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 8. ***Transfer of Interests and Securities.***

8.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the authorized transferee is either (i) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (ii) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (iii) an institutional accredited investor (as defined in the Rules), or (iv) a Consenting Stakeholder;

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and provides notice of such Transfer (including the amount and type of Company Claim/Interest transferred) to counsel to the Company Parties at or before the time of the proposed Transfer; and

(c) such Transfer shall not violate the terms of any order entered by the Bankruptcy Court with respect to preservation of net operating losses.

8.02. Upon compliance with the requirements of Section 8.01, the transferee shall be deemed a Consenting Stakeholder and a Party for all purposes under this Agreement, and all of the Company Claims/Interests then held (and subsequently acquired) by such transferee shall be subject to this Agreement. Upon the effectiveness of the Transfer, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 8.01 shall be void *ab initio.*

8.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests;*provided, however*, that (a) such additional Company Claims/Interests shall automatically and immediately, upon acquisition by a Consenting Stakeholder, be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of the effectiveness of such acquisition.

8.04. This Section 8 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

8.05. Notwithstanding Section 8.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if: (a) such Qualified Marketmaker subsequently Transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an Entity that is not an Affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (b) the transferee otherwise is a Permitted Transferee; and (c) the Transfer otherwise is a Permitted Transfer. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title, or interests in any Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

8.06. Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 9. ***Representations and Warranties of Consenting Stakeholders.*** Each Consenting Stakeholder, severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests, or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests, reflected in such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 8), and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 8);

(b) it has the full power and authority to act on behalf of, vote, and consent to matters concerning such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, Transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, approve changes to, and transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law;

(e) it (i) has access to adequate information regarding the terms of this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement and (ii) has such knowledge and experience in financial and business matters of this type that it is capable of evaluating the merits and risks of entering into this Agreement and of making an informed investment decision with respect hereto;

(f) it has made no prior assignment, sale, participation, grant, conveyance, or other Transfer of, and has not entered into any agreement to assign, sell, participate, grant, convey, or otherwise Transfer, in whole or in part, any portion of its rights, title, or interest in any Company Claims/Interests that is inconsistent with the representations and warranties of such Consenting Stakeholder herein or would render such Consenting Stakeholder otherwise unable to comply with this Agreement and perform its obligations hereunder; and

(g) (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

Section 10. ***Representations and Warranties of Company Parties***. Each Company Party represents and warrants that, as of the Execution Date, it believes that entry into this Agreement is consistent with the exercise of such Company Party's fiduciary duties, and it has not entered into or agreed to any arrangement with respect to an Alternative Restructuring Proposal.

Section 11. ***Mutual Representations, Warranties, and Covenants***. Each of the Parties represents, warrants, and covenants to each other Party that, as of the date such Party executed and delivers this Agreement, a Transfer Agreement, or a Joinder, as applicable, and as of the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or Entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 12. ***Termination Events.***

12.01. Consenting Lender Termination Events. This Agreement may be terminated (a) with respect to the Consenting Term Loan Lenders, by the Required Consenting Term Loan Lenders and (b) with respect to the Consenting RCF Lenders, by the Required Consenting RCF Lenders, in each case, by the delivery to all Parties of a written notice in accordance with Section 14.10 upon the occurrence of one or more of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, commitments, or covenants of the Company Parties set forth in this Agreement that (i) is adverse to the Consenting Lenders seeking termination pursuant to this provision and (ii) to the extent capable of being cured, remains uncured for five (5) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 14.10 detailing any such breach;

(b) the breach in any material respect by another Consenting Lender of any of the representations, warranties, commitments, or covenants of such Consenting Lender set forth in this Agreement that (i) is adverse to the Consenting Lender seeking termination pursuant to this provision and (ii) to the extent capable of being cured, remains uncured for five (5) Business Days after such terminating Consenting Lender transmit a written notice in accordance with Section 14.10 detailing any such breach;

(c) the breach in any material respect by CTCI of any of the representations, warranties, commitments, or covenants of CTCI set forth in this Agreement that (i) is adverse to the Consenting Lenders seeking termination pursuant to this provision and (ii) to the extent capable of being cured, remains uncured for five (5) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 14.10 detailing any such breach;

(d) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after such terminating Consenting Lenders transmit a written notice in accordance with Section 14.10 detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(e) the Bankruptcy Court enters an order denying Confirmation of the Plan;

(f) an Event of Default (as defined in the DIP Credit Agreements) under the DIP Credit Agreements occurs and is asserted by the applicable DIP Secured Party, and has not been waived or timely cured in accordance therewith;

(g) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Debtor seeking an order (without the prior written consent of the Required Consenting RCF Lenders or the Required Consenting Term Loan Lenders, as applicable), (i) converting one or more of the Chapter 11 Cases of a Debtor to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Debtor, or (iii) rejecting this Agreement;

(h) any of the Company Parties sends a Fiduciary-Out Notice to any of the Consenting Stakeholders;

(i) any Debtor files with the Bankruptcy Court any motion or application seeking authority to sell any material assets (other than (i) any sales contemplated in the Restructuring Term Sheet or the Plan or disclosed in writing by the Company Parties or their advisors and in reasonable detail to the Consenting RCF Lenders, Consenting Term Loan Lenders, or their respective advisors prior to the execution of any definitive sale agreement in respect of such sale or the filing of any motion or application by the Company Parties seeking Bankruptcy Court approval of such sale and the Required Consenting Stakeholders have consented in writing to such sale (*provided* that if such sale would have a material, disproportionate and adverse effect on any of the Company Claims held by the Consenting RCF Lenders or the Consenting Term Loan Lenders, a written consent to such sale shall also have been provided by either or all of the Consenting RCF Lenders or the Consenting Term Loan Lenders, respectively, upon which such material, disproportionate, and adverse effect shall, or shall reasonably be expected to, result) and (ii) any sales pursuant to any order establishing procedures for the sale of de minimis assets);

(j) the occurrence of any one of the following events:

(i) the Debtors or any Affiliate of the Debtors files a motion, application, adversary proceeding, or cause of action (a) challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination, or recharacterization of the DIP Claims, the Prepetition RCF Claims, the Claims arising from the Prepetition SOA or Prepetition SSA, or the Prepetition Term Loan Claims, as applicable, or the Liens securing any of such Claims, as applicable, or (b) otherwise seeking to impose liability upon or enjoin the DIP Secured Parties, Consenting RCF Lenders, or the Consenting Term Loan Lenders, as applicable;

(ii) the Debtors or any Affiliate of the Debtors support any application, adversary proceeding, or Cause of Action referred to in the immediately preceding clause filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or Cause of Action;

(k) the entry of an order by a court of competent jurisdiction invalidating, disallowing, subordinating, or limiting, in any respect, as applicable, the enforceability, priority, or validity of the DIP Claims, the Prepetition RCF Claims, the Claims arising from the Prepetition SOA or Prepetition SSA, or the Prepetition Term Loan Claims, as applicable, or the Liens securing any of such Claims, as applicable;

(l) a Company Party or any of its Affiliates (i) publicly announces, or announces in writing, to any of the Consenting Stakeholders, its intention not to support or pursue the Restructuring Transactions or (ii) enters into definitive documentation regarding an Alternative Restructuring Proposal without the consent of the Required Consenting Term Loan Lenders and Required Consenting RCF Lenders;

(m) the failure to comply with or achieve any of the Milestones, which have not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay of the part of a terminating Consenting Stakeholder in violation of its obligations under this Agreement;

(n) any Company Party (i) files, amends, or modifies, or files a pleading seeking approval of, any Definitive Document or authority to amend, supplement, or otherwise modify any Definitive Document, in a manner that is inconsistent with the consent rights set forth in Section 3.02 or constitutes a breach of this Agreement, (ii) withdraws the Plan without the prior consent of the Required Consenting Stakeholders, or (iii) publicly announces its intention to take any such acts listed in the foregoing clause (i) or (ii), which, in the case of each of the foregoing clauses (i) and (ii), remains uncured (to the extent curable) for five (5) Business Days after such terminating Required Consenting Stakeholders transmit a written notice detailing any such breach;

(o) the filing of a motion, application, or other pleading by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders) reversing or vacating the Confirmation Order;

(p) the applicable Company Party materially breaches the Entara MSA at a time when Entara is not otherwise in breach of the Entara MSA, other than (i) as a result of the filing of the Chapter 11 Cases or (ii) as a result of any rejection of such agreement pursuant to section 365 of the Bankruptcy Code;

(q) the breach in any material respect by a DIP Secured Party (which shall not be the Consenting Lender seeking termination pursuant to this provision) of the applicable DIP Credit Agreement;

(r) the breach in any material respect by CTCI of the New CTCI Agreement; or

(s) any of the Parties terminates this Agreement with respect to one or more Parties; *provided*, that the termination of a Consenting Term Loan Lender shall not trigger this provision unless such termination results in the Consenting Term Loan Lenders holding, in the aggregate, less than at least 66 and 2/3% of the aggregate outstanding principal amount of the Prepetition Term Loan Claims.

12.02. CTCI Termination Events. This Agreement may be terminated by CTCI by the delivery to all Parties of a written notice in accordance with Section 14.10 upon the occurrence of one or more of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, commitments, or covenants of the Company Parties set forth in this Agreement that (i) is adverse to CTCI and (ii), to the extent capable of being cured, remains uncured for five (5) Business Days after CTCI transmits a written notice in accordance with Section 14.10 detailing any such breach;

(b) the breach in any material respect by one or more Consenting Lenders of any of the representations, warranties, commitments, or covenants of such Consenting Lenders set forth in this Agreement that (i) is adverse to CTCI and (ii) to the extent capable of being cured, remains uncured for five (5) Business Days after CTCI transmits a written notice in accordance with Section 14.10 detailing any such breach;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after CTCI transmits a written notice in accordance with Section 14.10 detailing any such issuance; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(d) the Bankruptcy Court enters an order denying Confirmation of the Plan;

(e) an Event of Default (as defined in the New CTCI Agreement) occurs under the New CTCI Agreement and has been asserted by CTCIA, and has not been waived or timely cured in accordance therewith;

(f) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Debtor seeking an order (without the prior written consent of CTCI) (i) converting one or more of the Chapter 11 Cases of a Debtor to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Debtor, or (iii) rejecting this Agreement;

(g) any of the Company Parties sends a Fiduciary-Out Notice to any of the Consenting Stakeholders;

(h) any Debtor files with the Bankruptcy Court any motion or application seeking authority to sell any material assets (other than any sales pursuant to any order establishing procedures for the sale of de minimis assets);

(i) the occurrence of any one of the following events:

(i) the Debtors or any Affiliate of the Debtors files a motion, application, adversary proceeding, or cause of action (A) challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination, or recharacterization of the DIP Claims of CTCI or any Affiliate of CTCI, the Prepetition EPC Claims, or the Liens securing any of such Claims, as applicable, or (b) otherwise seeking to impose liability upon or enjoin CTCI or any Affiliate of CTCI;

(ii) the Debtors or any Affiliate of the Debtors support any application, adversary proceeding, or cause of action referred to in the immediately preceding clause filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or cause of action;

(j) the entry of an order by a court of competent jurisdiction invalidating, disallowing, subordinating, or limiting, in any respect, as applicable, the enforceability, priority, or validity of the Prepetition EPC Claims or the Claims arising under the New CTCI Agreement, as applicable, or the Liens securing any of such Claims, as applicable;

(k) a Company Party or any of its Affiliates (i) publicly announces, or announces in writing, to any of the Consenting Stakeholders, its intention not to support or pursue the Restructuring Transactions or (ii) enters into definitive documentation regarding an Alternative Restructuring Proposal without the consent of CTCI;

(l) the failure to comply with or achieve any of the Milestones, which have not been waived, or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay of the part of a terminating Consenting Stakeholder in violation of its obligations under this Agreement;

(m) any Company Party (i) files, amends, or modifies, or files a pleading seeking approval of, any Definitive Document or authority to amend, supplement, or otherwise modify any Definitive Document, in a manner that is inconsistent with the consent rights set forth in Section 3.02 or constitutes a breach of this Agreement, (ii) withdraws the Plan without the prior consent of CTCI, or (iii) publicly announces its intention to take any such acts listed in the foregoing clause (i) or (ii), which, in the case of each of the foregoing clauses (i) and (ii), remains uncured (to the extent curable) for five (5) Business Days after such terminating Required Consenting Stakeholders transmit a written notice detailing any such breach;

(n) the filing of a motion, application, or other pleading by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders) reversing or vacating the Confirmation Order; or

(o) the applicable Company Party materially breaches the Entara MSA at a time when Entara is not otherwise in breach of the Entara MSA, other than (i) as a result of the filing of the Chapter 11 Cases or (ii) as a result of any rejection of such agreement pursuant to section 365 of the Bankruptcy Code;

(p) the breach in any material respect by any of the DIP Lenders of either of the DIP Credit Agreements;

(q) any of the Parties terminates this Agreement with respect to one or more Parties; *provided*, that the termination of a Consenting Term Loan Lender shall not trigger this provision unless such termination results in the Consenting Term Loan Lenders holding, in the aggregate, less than at least 66 and 2/3% of the aggregate outstanding principal amount of the Prepetition Term Loan Claims.

12.03. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 14.10 upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any provision set forth in this Agreement that, to the extent capable of being cured, remains uncured for a period of five (5) Business Days after the receipt by the Consenting Stakeholders of notice of such breach;

(b) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal, in each case, in accordance with Section 7.01;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days after such terminating Company Party transmits a written notice in accordance with Section 14.10 detailing any such issuance; *provided* that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(d) the Bankruptcy Court enters an order denying Confirmation of the Plan;

(e) the breach in any material respect by (i) any of the DIP Lenders of either of the DIP Credit Agreements or (ii) CTCI of the New CTCI Agreement; or

(f) any of the Parties terminates this Agreement with respect to one or more Parties; *provided*, that the termination of a Consenting Term Loan Lender shall not trigger this provision unless such termination results in the Consenting Term Loan Lenders holding, in the aggregate, less than at least 66 and 2/3% of the aggregate outstanding principal amount of the Prepetition Term Loan Claims.

12.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting RCF Lenders; (b) the Required Consenting Term Loan Lenders; (c) CTCI; and (d) each Company Party.

12.05. Automatic Termination. This Agreement shall terminate automatically as to all the Parties without any further required action or notice immediately after the Plan Effective Date.

12.06. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party, and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to Confirmation, any and all consents, directions, or ballots provided to or tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; *provided, however*, that any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 12.06 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition

Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right or ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its Claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its Claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 12.06 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Sections 12.03(b) or 12.03(d). Nothing in this Section 12.06 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 12.03(b).

Section 13. ***Amendments and Waivers.***

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (i) each Company Party; (ii) the Required Consenting Term Loan Lenders; (iii) CTCI; and (iv) the Required Consenting RCF Lenders; *provided, however*, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a Consenting Stakeholder, then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver, or supplement.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 12 shall be ineffective and void*ab initio.*

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 14. ***Miscellaneous***.

14.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

14.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

14.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

14.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, and agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE BANKRUPTCY CODE AND THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or other proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

14.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

14.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity.

14.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Global Clean Energy Holdings, Inc.
6451 Rosedale Hwy
Bakersfield, CA 93308
Attention: Antonio D'Amico, General Counsel
E-mail address: antonio.damico@gceholdings.com

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C.
Brian Schartz, P.C.
Ross J. Fiedler
E-mail addresses: jsussberg@kirkland.com
bschartz@kirkland.com
ross.fiedler@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Peter A. Candel
E-mail address: peter.candel@kirkland.com

And

Norton Rose Fulbright US LLP
1550 Lamar Street, Suite 2000
Houston, Texas 77010-3095

Attention: Jason L. Boland,
Robert B. Bruner,
Jule Harrison
Maria Mokrzycka
Email Addresses: jason.boland@nortonrosefulbright.com
bob.bruner@nortonrosefulbright.com
julie.harrison@nortonrosefulbright.com
maria.mokrzycka@nortonrosefulbright.com

(b) if to a Consenting Term Loan Lender or DIP Term Loan Lender, to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071
Attention: Jeff Greenberg
E-mail address: jeffrey.greenberg@lw.com

and

Latham & Watkins LLP
330 N Wabash Ave #2800,
Chicago, IL 60611
Attention: James Ktsanes
E-mail address: james.ktsanes@lw.com

and

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Nacif Taousse
E-mail address: nacif.taousse@lw.com

(c) if to a Consenting RCF Lender or DIP RCF Lender, to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Robert Stephens

Jackson Garvey
Maegan Quejada
E-mail address: rstephens@sidley.com
jgarvey@sidley.com
mquejada@sidley.com

(d) if to CTCI, to:

Davis Wright Tremaine LLP
920 Fifth Avenue
Suite 3300
Seattle, WA 98104-1610
Attention: Ragan Powers
Hugh McCullough
E-mail addresses: raganpowers@dwt.com
hughmccullough@dwt.com

and

Haynes and Boone, LLP
2801 N. Harwood Street, Suite 2300
Dallas, TX 75201
Attention: Stephen M. Pezanosky
Ian T. Peck
E-mail addresses: stephen.pezanosky@haynesboone.com
ian.peck@haynesboone.com

and

Haynes and Boone, LLP
1221 McKinney Street, Suite 4000
Houston, TX 77010
Attention: Kelli S. Norfleet
E-mail address: kelli.norfleet@haynesboone.com

Any notice given by delivery, mail, or courier shall be effective when received.

14.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial, and other conditions, and prospects of the Company Parties.

14.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

14.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights, remedies, claims, and defenses. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

14.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

14.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

14.18. Capacities of the Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

14.19. Survival. Notwithstanding (a) any Transfer of any Company Claims/Interests in accordance with this Agreement or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 13 and the Confidentiality Agreements (in accordance with their terms) shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

14.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 13, or otherwise, including a written approval by the Company Parties or the Consenting Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

14.21. Publicity; Non-Disclosure. No Party shall reference any of the other Parties or the terms or status of the Restructuring Transactions in any press releases or other public statements without the prior written consent of the other Parties (email being sufficient).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

[*Signature pages follow.*]

AGRIBODY TECHNOLOGIES, INC.
BAKERSFIELD RENEWABLE FUELS, LLC
BKRF HCB, LLC
BKRF HCP, LLC
BKRF OCB, LLC
BKRF OCP, LLC
GCE HOLDINGS ACQUISITIONS, LLC
GCE INTERNATIONAL DEVELOPMENT, LLC
GCE OPERATING COMPANY, LLC
GCEH CS ACQUISITIONS, LLC
GCEH VENTURES, LLC
GLOBAL CLEAN ENERGY HOLDINGS, INC.
GLOBAL CLEAN ENERGY TEXAS, LLC
ROSEDALE FINANCECO LLC
SUSTAINABLE OILS, INC.

By: /s/ Noah Verleun
Name: Noah Verleun
Authorized Signatory

[*Company Parties' Signature Pages to Restructuring Support Agreement*]

Global Clean (Canada) Renewable Fuels ULC

By: Global Clean Energy Texas, LLC
Its: Sole Member

/s/ Noah Verleun
Noah Verleun

Global Clean Renewable (Argentina) S.R.L.

By: GCEH Ventures, LLC
Its: Sole Manager

/s/ Noah Verleun
Noah Verleun

Global Clean Renewable (Brasil) LTDA

By: GCEH Ventures, LLC
Its: Sole Member

/s/ Noah Verleun
Noah Verleun

Camelina Company España, S.L.

By: Global Clean Energy Holdings, Inc.
Its: Sole Member

/s/ Noah Verleun
Noah Verleun

[*Company Parties' Signature Pages to Restructuring Support Agreement*]

Consenting Lender Signature Page to
the Restructuring Support Agreement

VITOL AMERICAS CORP.

/s/ Richard J. Evans
Name: Richard J. Evans
Title: Senior Vice President and CFO

Address:

Vitol Americas Corp.
2925 Richmond Ave., Suite 1100
Houston, TX 77098
Attn: Contract Administration / General Counsel
Email: legalhouston@vitol.com
xagreementshou@vitol.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	[***]
Prepetition Term Loan Claims	[***]
Interests	[***]

* Prepetition RCF Claims on account of claims under the SOA are subject to material change based on confirmed volumes.

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION ENERGY CREDIT OPPORTUNITIES GCE CO-INVEST, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund II Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION ENERGY CREDIT OPPORTUNITIES GCE CO-INVEST B, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund II Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION ENERGY CREDIT OPPORTUNITIES FUND III, L.P.

By: Orion Energy Credit Opportunities Fund III GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund III Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION ENERGY CREDIT OPPORTUNITIES FUND III PV, L.P.

By: Orion Energy Credit Opportunities Fund III GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund III Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	

Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

RION ENERGY CREDIT OPPORTUNITIES FUND III GPFA, L.P.

By: Orion Energy Credit Opportunities Fund III GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund III Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION ENERGY CREDIT OPPORTUNITIES FUND III GPFA PV, L.P.

By: Orion Energy Credit Opportunities Fund III GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund III Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION FUND II NAV HOLDCO, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund II Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION FUND II PV 2 NAV HOLDCO, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund II Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Consenting Lender Signature Page to
the Restructuring Support Agreement

ORION FUND II GPFA NAV HOLDCO, L.P.

By: Orion Energy Credit Opportunities Fund II GP, L.P., its general partner
By: Orion Energy Credit Opportunities Fund II Holdings, LLC, its general partner

/s/ Gerrit Nicholas
Name: Gerrit Nicholas
Title: Managing Partner

Address:

292 Madison Avenue, Suite 2500
New York, NY 10117
Attention: Ethan Shoemaker and Mark Friedland

E-mail address(es):

Ethan@OrionEnergyPartners.com
Mark@OrionEnergyPartners.com
ProjectGoldenBear@orionenergypartners.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

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the Restructuring Support Agreement

LIF AIV 1, L.P.

By: GCM Investments GP, LLC, its General Partner

/s/ Todd Henigan

Name: Todd Henigan
Title: Authorized signatory

Address:

c/o GCM Grosvenor L.P.
767 Fifth Avenue, 11th Floor
New York, NY 10153

Attention: Legal Notices, Matthew Rinklin, Joseph Enright

E-mail address(es):

legal@gcmlp.com
mrinklin@gcmlp.com
jenright@gcmlp.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]
Interests	

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the Restructuring Support Agreement

VOYA RENEWABLE ENERGY INFRASTRUCTURE ORIGINATOR L.P.

By: Voya Alternative Asset Management LLC, as Agent

/s/ Thomas Emmons

Name: Thomas Emmons
Title: Managing Director

Address:

c/o Voya Investment Management LLC
200 Park Avenue
New York, NY 10166

Attnn: Thomas Emmons, Edward Levin

E-mail address(es):

Edward.Levin@voya.com
Thomas.Emmons@voya.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]

Interests	

Consenting Lender Signature Page to
the Restructuring Support Agreement

VOYA RENEWABLE ENERGY INFRASTRUCTURE ORIGINATOR I LLC

By: Voya Alternative Asset Management LLC, as Agent

/s/ Thomas Emmons
Name: Thomas Emmons
Title: Managing Director

Address:

c/o Voya Investment Management LLC
200 Park Avenue
New York, NY 10166

Attnn: Thomas Emmons, Edward Levin

E-mail address(es):

Edward.Levin@voya.com
Thomas.Emmons@voya.com

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	[***]
Interests	

CTCI Signature Page to
the Restructuring Support Agreement

CTCI AMERICAS, INC.

By /s/ Chen Yu Jen
Name: Yu-Jen Chen
Title: Chairman and CEO

Address: 15721 Park Row, Suite 300
Houston, Texas 77084, USA

E-mail address(es): todd_chen@ctci.com

Aggregate Amount Beneficially Owned or Managed on Account of:	
Prepetition EPC Claims	[***]
Interests	

EXHIBIT A

Company Parties

AGRIBODY TECHNOLOGIES, INC.
BAKERSFIELD RENEWABLE FUELS, LLC
BKRF HCB, LLC
BKRF HCP, LLC
BKRF OCB, LLC
BKRF OCP, LLC
CAMELINA COMPANY ESPAÑA, S.L.
GCE HOLDINGS ACQUISITIONS, LLC
GCE INTERNATIONAL DEVELOPMENT, LLC

GCE OPERATING COMPANY, LLC
GCEH CS ACQUISITIONS, LLC
GCEH VENTURES, LLC
GLOBAL CLEAN (CANADA) RENEWABLE FUELS, ULC
GLOBAL CLEAN ENERGY HOLDINGS, INC.
GLOBAL CLEAN ENERGY TEXAS, LLC
GLOBAL CLEAN RENEWABLE (ARGENTINA) S.R.L.
GLOBAL CLEAN RENEWABLE (BRASIL) LTDA
ROSEDALE FINANCECO LLC
SUSTAINABLE OILS, INC.

EXHIBIT B

Restructuring Term Sheet

Execution Version

GLOBAL CLEAN ENERGY HOLDINGS, INC., ET AL.

RESTRUCTURING TERM SHEET

April 16, 2025

This term sheet (together with all annexes, schedules, and exhibits attached hereto, this "Term Sheet") summarizes the material terms and conditions of the proposed transactions (the "Restructuring Transactions") to restructure the existing indebtedness of, and interests in, Global Clean Energy Holdings, Inc. ("GCEH") and its direct and indirect subsidiaries (together with GCEH, the "Company Parties"), as supported by the Consenting Stakeholders[1] and the Company Parties.[2] The Restructuring Transactions will be consummated through a joint prearranged chapter 11 plan of reorganization filed by the Debtors in the Chapter 11 Cases (as may be amended or supplemented from time to time in accordance with the terms of this Term Sheet and the RSA, the "Plan"), on the terms, and subject to the conditions, set forth herein and in the RSA.

THIS TERM SHEET IS NEITHER AN OFFER WITH RESPECT TO ANY SECURITIES NOR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN AND WITHIN THE RSA, DEEMED BINDING ON ANY OF THE PARTIES HERETO . THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND MAY NOT BE SHARED WITH ANY PERSON OTHER THAN THE COMPANY PARTIES AND THE CONSENTING STAKEHOLDERS AND THEIR RESPECTIVE PROFESSIONAL ADVISORS OR EXCEPT AS OTHERWISE SET FORTH IN ANY CONFIDENTIALITY AGREEMENT BETWEEN THE COMPANY PARTIES AND THE CONSENTING STAKEHOLDERS OR THEIR RESPECTIVE PROFESSIONAL ADVISORS.

THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH RESTRUCTURING TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF THE DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY RESTRUCTURING TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

Without limiting the generality of the foregoing, this Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution, and delivery of the Definitive Documents. The regulatory, tax, accounting, and other legal and financial matters and effects related to the Restructuring Transactions or any related restructuring or similar transaction have not been fully evaluated, and any such evaluation may affect the terms and structure of any Restructuring Transactions or related transactions.

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1 "Consenting Stakeholders" means, collectively, (a) Vitol Americas Corp. ("Vitol") in its capacities as (i) lender, administrative agent, and collateral agent under the Prepetition RCF Credit Agreement, and any assignee thereof that have executed and delivered counterpart signature pages to the RSA, a Joinder, or a Transfer Agreement to counsel to the Company Parties and (ii) agent and lender under the DIP RCF Facility, (b) the holders of, or investments advisors, sub-advisors, or managers of discretionary accounts that hold, Term Loan Claims that have executed and delivered counterpart signatures pages to the RSA, a Joinder, or a Transfer Agreement to counsel to the Company Parties, and (c) CTCI.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them later in this Term Sheet or that certain Restructuring Support Agreement, dated as of the date hereof, by and among the Company Parties and the Consenting Stakeholders (together with the exhibits and schedules attached to such agreement, including this Term Sheet, each as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "RSA"), as applicable.

This Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions.

RESTRUCTURING OVERVIEW[3]	
Restructuring Summary	The Restructuring Transactions will be consummated through the commencement by the Debtors of voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court," and such cases commenced, the "Chapter 11 Cases," and the date such Chapter 11 Cases are filed, the "Petition Date") on a prearranged basis, on the terms and subject to the conditions set forth in the RSA and this Term Sheet. The Plan shall provide for, among other things, the treatment of Claims and Interests, subject to the terms and conditions provided herein and in the RSA, pursuant to, among other things, the distribution of New Common Equity of Reorganized GCEH (together with the other reorganized Company Parties, the "Reorganized Debtors") to certain holders of Claims as specifically provided for herein on the Plan Effective Date.
Milestones	The Debtors shall comply with the below milestones, subject to extension or waiver by the Required Consenting Stakeholders: ● on the Petition Date, the Debtors shall have filed a motion and proposed order to assume the Prepetition SOA and Prepetition SSA (the "SOA SSA Assumption Motion") (which, for the avoidance of doubt, may be contained within the motion seeking entry of the DIP Orders and such orders, respectively); ● no later than three (3) days after the Petition Date, subject to Bankruptcy Court availability, the Bankruptcy Court shall have entered the Interim DIP Order; ● no later than thirty (30) days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order and the order approving the relief requested in the SOA SSA Assumption Motion (which, for the avoidance of doubt, may be contained within the Final DIP Order); ● no later than sixty (60) days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement; ● no later than one hundred and ten (110) days after the Petition Date, the Bankruptcy Court shall have entered the order confirming the Plan; and ● no later than one hundred and twenty (120) days after the Petition Date, the Plan Effective Date shall have occurred.

3 The Restructuring Transactions, including transaction structure and steps, and all other matters described herein remain subject to ongoing tax review and analysis in all respects.

Current Indebtedness & GCEH Equity Interests	The existing capital structure of the Company Parties includes as of December 31, 2024 (unless otherwise specified): ***Prepetition RCF Claims***: Consisting of (a) approximately $39.1 million in unpaid principal, *plus* any accrued but unpaid interest, fees, and premiums, and all other obligations, amounts, and expenses arising under, or in connection with, that certain Credit Agreement, dated as of June 25, 2024 (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof, the "Prepetition RCF Credit Agreement," such Claims thereunder, the "Prepetition RCF Claims," and such credit facility, the "Prepetition RCF Facility"), by and among Bakersfield Renewable Fuels, LLC ("BKRF"), a Delaware limited liability company, as borrower, BKRF OCB, LLC, a Delaware limited liability company, as guarantor, BKRF OCP, LLC, a Delaware limited liability company, as guarantor, the lenders party thereto, and Vitol Americas Corp., a Delaware corporation ("Vitol"), as the administrative and collateral agent, and (b) all amounts due and owing under that certain Supply and Offtake Agreement, dated as of June 25, 2024, by and among BKRF and Vitol (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof, the "Prepetition SOA"), and that certain Storage Services Agreement, dated as of June 25, 2024, by and between BKRF and Vitol (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof, the "Prepetition SSA"); ***Prepetition Term Loan Claims***: Consisting, as of April 13, 2025, of unpaid principal in the amount of approximately $1.10 billion, *plus* accrued but unpaid interest, fees, premiums, and all other obligations, amounts, and expenses arising under, or in connection with that certain Senior Secured Credit Agreement, dated as of May 4, 2020 (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof, the "Prepetition Term Loan Credit Agreement," such loans thereunder, the "Prepetition Term Loan Facility," and such Claims thereunder, the "Prepetition Term Loan Claims"), by and among BKRF OCB, LLC, a Delaware limited liability company, as borrower, BKRF OCP, LLC, a Delaware limited liability company, as holdings, the lenders party thereto (together with their successors and permitted assigns, the "Term Loan Lenders"), and Orion Energy Partners TP Agent, LLC, as the administrative and collateral agent; ***Prepetition EPC Claims***: Consisting of all amounts due and owing under (a) that certain Turnkey Agreement with a Guaranteed Maximum Price for the Engineering, Procurement, and Construction of the Bakersfield Renewable Fuels Project, dated as of May 18, 2021 (as amended, restated, amended and restated, modified, or supplemented from time to time, the "Terminated EPC Agreement"), by and among BKRF and CTCI Americas, Inc. ("CTCI"), and (b) that certain Interim Settlement Agreement, effective as of December 18, 2023, by and among BKRF and CTCI (as amended, restated, amended and restated, modified, or supplemented from time to time, the "Interim Settlement Agreement"), which collective amounts, solely for purposes of the RSA, total approximately $949,318,504.23 as of March 31, 2025, including interest accrued through that date, *plus* all other obligations, amounts, and expenses arising under or in connection therewith (the "Prepetition EPC Claims"), and with respect to which CTCI recorded a mechanic's lien on November 25, 2024 under California state Law; and ***Existing Interests in GCEH***: Consisting of all existing equity interests in GCEH, including all common stock issued by GCEH, which common stock trades on "OTCQB" under the ticker symbol "GCEH," and any other interests (including any common units), options, warrants, preferred securities, or Claims linked to the equity or profit of the Company Parties, other than any such Interests or Claims held by another Company Party (collectively, the "GCEH Existing Interests"), excluding, for the avoidance of doubt, Subsidiary Existing Interests.[3]

[3] "Subsidiary Existing Interests" means any third-party Interests in the Debtors (excluding GCEH). For the avoidance of doubt, "Subsidiary Existing Interests" includes the interests of Delek US Holdings, Inc. under that certain Call Option Agreement, dated as of May 7, 2020, by and among GCEH, Alon Paramount Holdings, Inc., and GCE Holdings Acquisitions, LLC, to the extent such interests are not deemed Claims arising under section 510(b) of the Bankruptcy Code. Further, for the avoidance of doubt, "Subsidiary Existing Interests" does not include any Intercompany Interests.

DIP Facilities and Cash Collateral	To fund the administration of the Chapter 11 Cases and the implementation of the Restructuring Transactions, (a) the Consenting RCF Lenders shall provide a $100 million super-senior, secured debtor-in-possession revolving financing facility (the "DIP RCF Facility"), consisting of (i) the conversion of the $75 million existing obligations under the Prepetition RCF Facility into the DIP RCF Facility, subject to a "creeping" roll-up upon entry of the Interim DIP Order, as more fully described in **Exhibit A-1** hereto, and full roll-up of the remaining obligations under the Prepetition RCF Facility upon entry of the Final DIP Order, and (ii) a roll-up of all amounts owed to Vitol under the Tranche D Loan (as defined in the Prepetition Term Loan Credit Agreement), in the approximate amount of $25 million in principal plus approximately $2.8 million in accrued interest (but excluding any prepayment premium in respect thereof), subject to entry of the Interim DIP Order, (b) the Consenting Term Loan Lenders shall provide a $75 million super-senior, secured debtor-in-possession term loan financing facility, consisting of (i) $25 million in new money and, (ii) subject to entry of the Final DIP Order, a $50 million roll-up of existing Prepetition Term Loan Claims held by such Consenting Term Loan Lenders (the "DIP Term Loan Facility," and together with the DIP RCF Facility, the "DIP Facilities," and the lenders thereto, the "DIP Lenders"), which facilities shall be on the terms and conditions set forth in the RCF DIP Term Sheet and the DIP Term Loan Term Sheet attached hereto as **Exhibits A-1** and **Exhibit A-2**, respectively, and the DIP Documents, and (c) CTCI shall enter into that certain Project Management, Procurement, Construction, Operation and Maintenance Support Agreement with BKRF, attached hereto as **Exhibit B** (the "New CTCI Agreement"), pursuant to which CTCI will supply up to $75 million in goods, services, and other consideration described therein on the terms and conditions set forth therein, giving rise to obligations to the benefit of CTCI (such obligations, together with the obligations under the DIP Facilities, the "DIP Claims"), subject to the terms set forth therein. The relative lien, claim, and payment priority among the DIP Facilities, the Prepetition RCF Facility, the Prepetition Term Loan Facility, the DIP Claims, and the Debtors' other secured obligations shall be as described on **Exhibits A-3** (but subject to the terms and conditions of the DIP Orders, including provisions reserving the rights of parties to challenge priorities under specified circumstances). Such exhibit shall be attached to the DIP Orders and the DIP Credit Agreements. The Debtors shall seek approval of the DIP Facilities and the DIP Claims under the New CTCI Agreement through the DIP Orders, consistent with the DIP Documents and the New CTCI Documents. The DIP Orders shall provide for the Debtors' consensual use of the Cash collateral of the prepetition secured parties.

Exit Facilities	On the Plan Effective Date, the applicable Reorganized Debtors shall incur the exit facilities and issue the takeback debt (the "Takeback Debt"), set forth in the term sheet attached hereto as **Exhibit C** (the "Exit Facilities Term Sheet"), in each case on the terms and conditions set forth therein. For the avoidance of doubt, Vitol agrees to provide the Exit RCF Facility on the terms and conditions set forth in **Exhibit C**.
New Preferred Equity	On the Plan Effective Date, Reorganized GCEH shall issue a single class of preferred equity interests (the "New Preferred Equity") on the terms and conditions set forth in the term sheet attached hereto as **Exhibit D** (the "Governance Term Sheet").
Subcontractor Claims	Concurrently with the Bankruptcy Court's approval of the DIP Facilities, CTCI shall satisfy any claims related to any unpaid subcontractor invoices related to work performed or services provided to or at the request of CTCI before October 21, 2024.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

Type of Claim	Treatment	Impairment / Voting
	Unclassified Non-Voting Claims	
DIP Claims	On the Plan Effective Date, each holder of an Allowed DIP Claim (which shall include interest, fees, and all other amounts due and owing under the DIP Facilities and the New CTCI Documents) shall receive, in full and final satisfaction of such Allowed DIP Claim: (a) with respect to Allowed DIP Claims on account of the DIP RCF Facility, (i) conversion into the Exit RCF Facility or (ii) such other treatment agreed to by holders of DIP RCF Claims (subject to the parties' consent rights set forth in Section 3.02 of the RSA); (b) with respect to Allowed DIP Claims on account of the New CTCI Agreement, (i) conversion into the Post-Exit CTCI Senior DIP Payment Obligation (as defined in the Exit Facilities Term Sheet) or (ii) such other treatment agreed to by CTCI (subject to the parties' consent rights set forth in Section 3.02 of the RSA); and (c) with respect to Allowed DIP Claims on account of the DIP Term Loan Facility, (i) conversion into the applicable Exit Term Loan Facility or (ii) such other treatment agreed to by holders of DIP Term Loan Claims (subject to the parties' consent rights set forth in Section 3.02 of the RSA).	N/A

Administrative Claims	On the Plan Effective Date, each holder of an Allowed Administrative Claim shall receive Cash equal to the full amount of its Claim or such other treatment as required by section 1129(a)(9) of the Bankruptcy Code, unless otherwise agreed to by such holder or permitted by the Bankruptcy Code.	N/A
Priority Tax Claims	On the Plan Effective Date, each holder of an Allowed Priority Tax Claim shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code.	N/A
	Classified Claims and Interests	
Other Secured Claims	On the Plan Effective Date, each holder of an Allowed Other Secured Claim shall receive, unless otherwise agreed to by such holder: (a) in full and final satisfaction of such Allowed Other Secured Claim, (i) payment in full in Cash in an amount equal to its Allowed Other Secured Claim or (ii) delivery of the collateral securing its Allowed Other Secured Claim; (b) reinstatement of its Allowed Other Secured Claim; or (c) such other treatment rendering its Allowed Other Secured Claim unimpaired in accordance with section 1124 of the Bankruptcy Code.	Unimpaired / Presumed to Accept
Other Priority Claims	On the Plan Effective Date, each holder of an Allowed Other Priority Claim, in full and final satisfaction of such Allowed Other Priority Claim, unless otherwise agreed to by such holder, shall be paid in full in Cash on the Plan Effective Date or in the ordinary course of business as and when due, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code.	Unimpaired / Presumed to Accept

Prepetition RCF Claims	On the Plan Effective Date, each holder of an Allowed Prepetition RCF Claim shall receive, in full and final satisfaction of such Allowed Prepetition RCF Claim, unless otherwise agreed by such holder (subject to the parties' consent rights set forth in Section 3.02 of the RSA), and solely to the extent such Allowed Prepetition RCF Claim is not converted into a DIP Claim, conversion of such Allowed Prepetition RCF Claim into the Exit RCF Facility.	Impaired / Entitled to Vote
Prepetition Term Loan Claims	On the Plan Effective Date, each holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction of such Allowed Prepetition Term Loan Claim and solely to the extent such Allowed Prepetition Term Loan Claim is not converted into a DIP Claim, its *pro rata* share of: (a) the Takeback Debt (as defined in the Exit Facilities Term Sheet) apportioned to holders of Allowed Prepetition Term Loan Claims, on the terms and conditions set forth in the Exit Facilities Term Sheet; (b) 4/9ths (44.4%) of the New Preferred Equity, in accordance with the Governance Term Sheet; and (c) 100% of the New Common Equity; or such other treatment agreed to by holders of Prepetition Term Loan Claims (subject to the parties' consent rights set forth in Section 3.02 of the RSA).	Impaired / Entitled to Vote
Prepetition EPC Claims	On the Plan Effective Date, each holder of an Allowed Prepetition EPC Claim shall receive, in full and final satisfaction of such Allowed Prepetition EPC Claim, its *pro rata* share of: (a) the Takeback Debt apportioned to holders of Allowed Prepetition EPC Claims, on the terms and conditions set forth in the Exit Facilities Term Sheet; and (b) 5/9ths (55.6%) the New Preferred Equity, in accordance with the Governance Term Sheet; or such other treatment agreed to by the holders of the Prepetition EPC Claims (subject to the parties' consent rights set forth in Section 3.02 of the RSA).	Impaired / Entitled to Vote
General Unsecured Claims[4]	On the Plan Effective Date, each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Allowed General Unsecured Claim, its *pro rata* share of $[●][5] (the "GUC Cash Pool"); *provided* that the GUC Cash Pool shall be reduced dollar-for-dollar for the Allowed professional fees and expenses incurred by any official committee of unsecured creditors appointed in the Chapter 11 Cases; *provided, further*, that, if the class of General Unsecured Claims votes to accept the Plan, the holders of Allowed Prepetition Term Loan Claims and the holders of Allowed Prepetition EPC Claims have agreed to waive, solely for purposes of distributions from the GUC Cash Pool, entitlement to any deficiency claim with respect to any portion of their Claims that are deemed unsecured (provided that any such unsecured portion is not the result of a challenge by any party of any liens or security interests asserted by the holders of the Term Loan Claims or the holders of Prepetition EPC Claims, as applicable).	Impaired / Entitled to Vote

4 For the avoidance of doubt, General Unsecured Claims includes any and all Claims (a) under that certain Demand Promissory Note, dated as of December 31, 2014 (as amended, restated, amended and restated, modified, or supplemented from time to time consistent with the terms thereof, by and among GCEH, a Delaware corporation, and Targeted Growth, Inc., a Washington corporation, (b) under that certain revised letter agreement, dated as of December 8, 2024 (as amended, modified, or supplemented from time to time consistent with the terms thereof), by and among Castleton Commodities Merchant Trading, L.P. and GCE Holdings Acquisitions, LLC, and (c) related to the payments due to that certain service provider under that certain Professional Services Agreement, dated as of May 22, 2023.

5 The amount of the GUC Cash Pool shall be acceptable to the Required Consenting Term Loan Lenders and CTCI.

Section 510(b) Claims	On the Plan Effective Date, Claims arising under section 510(b) of the Bankruptcy Code, if any, shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and such holders will not receive any distribution on account of such Claims.	Impaired / Deemed to Reject
Intercompany Claims	On the Plan Effective Date, each Allowed Intercompany Claim shall be (a) reinstated or (b) set off, settled, discharged, contributed, cancelled, converted to equity, or released without any distribution on account of such Allowed Intercompany Claim, or otherwise addressed at the option of the Reorganized Debtors.	Unimpaired / Presumed to Accept or Impaired / Deemed to Reject
Intercompany Interests	On the Plan Effective Date, each Allowed Intercompany Interest shall be (a) reinstated or (b) set off, settled, discharged, contributed, cancelled, or released without any distribution on account of such Allowed Intercompany Interest, or otherwise addressed at the option of the Reorganized Debtors.	Unimpaired / Presumed to Accept or Impaired / Deemed to Reject
GCEH Existing Interests	On the Plan Effective Date, each holder of an Allowed GCEH Existing Interest shall, in full and final satisfaction, settlement, release, and discharge of such Allowed GCEH Existing Interest, have its Allowed GCEH Existing Interest be cancelled, released, extinguished, and of no further force or effect, and such holder shall not receive any distribution, property, or other value under the Plan on account of such Allowed GCEH Existing Interest.	Impaired / Deemed to Reject

Subsidiary Existing Interests	On the Plan Effective Date, each Allowed Subsidiary Existing Interest shall, in full and final satisfaction, release, and discharge of such Allowed Subsidiary Existing Interest, be cancelled, released, discharged, and extinguished and will be of no further force or effect, and the holders of such Interests shall not receive any distribution, property, or other value under the Plan on account of such Allowed Subsidiary Existing Interest.	Impaired / Deemed to Reject

OTHER KEY TERMS

Securities Law Matters	On the Plan Effective Date, Reorganized GCEH shall issue the New Common Equity and the New Preferred Equity in accordance with the terms of the Plan. Any New Common Equity and New Preferred Equity issued under the Plan will be issued (a) to the fullest extent permitted and applicable, without registration under the Securities Act or similar federal, state, or local Laws in reliance on the exemption set forth in section 1145 of the Bankruptcy Code or (b) to the extent that section 1145 of the Bankruptcy Code is not permitted or applicable, pursuant to other applicable exemptions under the Securities Act.

Employment Obligations	The Consenting Stakeholders consent to the continuation of the Company Parties' wages and benefits programs according to existing terms and practices, including the employment agreements[6] entered into prior to the Petition Date with the individuals listed in **Exhibit E** (the "Assumed Agreements"), and any motions in the Bankruptcy Court for approval thereof (subject to any Party's consultation or consent right set forth in the RSA in connection with any First Day Pleading). The Reorganized Debtors shall (a) assume the Assumed Agreements and (b) assume and/or honor in the ordinary course of business any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for health care benefits, disability benefits, savings, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Company Parties who served in such capacity on or after the Agreement Effective Date or, in each case, the full amount necessary to satisfy such obligations shall be set aside to satisfy such obligations. Pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Plan Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable Law.
Survival of Indemnification Provisions and D&O Insurance	All indemnification provisions, consistent with applicable Law, currently in place (whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, limited partnership agreements, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise) for the benefit of current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties, as applicable, shall be (a) reinstated and remain intact, irrevocable, and shall survive the Plan Effective Date on terms no less favorable to such current and former directors, officers, managers, employees, attorneys, accountants, investment bankers, and other professionals of, or acting on behalf of, the Company Parties than the indemnification provisions in place prior to the Plan Effective Date, and (b) shall be assumed by the Reorganized Debtors. After the Plan Effective Date, Reorganized GCEH will not terminate or otherwise reduce the coverage under any directors' and officers' insurance policies (including any "tail policy") in effect or purchased as of the Petition Date, and all members, managers, directors, and officers of the Company Parties who served in such capacity at any time prior to the Plan Effective Date or any other individuals covered by such insurance policies, will be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions on or after the Plan Effective Date.

6 Notwithstanding anything to the contrary in this Term Sheet (including the "Executory Contracts and Unexpired Leases" section herein) or in the RSA, the Debtors and the Reorganized Debtors, as applicable, shall not assume or enter into any employment, retention, bonus, severance, or other compensation agreements or contracts with any employee other than the Assumed Agreements.

Organizational Documents / Standstill	The new corporate governance documents and any other documentation evidencing the corporate governance for any Reorganized Debtor and any direct or indirect subsidiary thereof (such documents, collectively, the "New Corporate Governance Documents"), including charters, bylaws, limited liability company agreements, shareholder agreements, and/or other organization documents of such entities, will be consistent with the RSA and subject to the parties' consent rights set forth in Section 3.02 of the RSA (provided that any New Corporate Governance Documents that are consistent with the Governance Term Sheet shall be deemed acceptable to such parties); *provided* that the New Corporate Governance Documents shall include certain consent rights for CTCI for certain transactions, including pursuant to an operations oversight committee, as to be agreed and set forth in the New Corporate Governance Documents. The New Corporate Governance Documents shall provide that the Reorganized Debtors shall be prohibited from filing for bankruptcy or consummating a sale of the Reorganized Debtors or any of their significant assets prior to December 31, 2030, without the prior written consent of CTCI.
Corporate Governance	The board of directors or managers, as applicable, of Reorganized GCEH shall consist of seven members, including four members appointed by the Consenting Term Loan Lenders, two members appointed by CTCI, and one independent member to be selected by a majority of the other members, which independent member shall be appointed in consultation with the Required Consenting RCF Lenders.
Diligence	After the Agreement Effective Date, the Company Parties will use commercially reasonable efforts to promptly respond to reasonable due diligence requests from CTCI, the Consenting Term Loan Lenders, and the Consenting RCF Lenders.

Executory Contracts and Unexpired Leases	The Plan shall provide that executory contracts and unexpired leases that are not rejected as of the Plan Effective Date (either pursuant to the Plan or a separate motion, and which rejection shall be subject to the prior written consent of (i) the Required Consenting Term Loan Lenders and (ii) CTCI (in each case, not to be unreasonably withheld, conditioned, or delayed)) will be deemed assumed pursuant to section 365 of the Bankruptcy Code. The Company Parties shall, subject to the prior written consent of (i) the Required Consenting Term Loan Lenders and (ii) CTCI (in each case, not to be unreasonably withheld, conditioned, or delayed), determine which non-employment agreement executory contracts are rejected by the Company Parties in connection with the Chapter 11 Cases; *provided* that, with respect to any such contracts in which there is an actual or potential conflict of interest (including, for the avoidance of doubt, that certain Management Services Agreement between BKRF and Entara LLC dated August 27, 2024), the applicable special committee of the Company Parties shall approve the decision to assume or reject such contract in lieu of the Company Parties; *provided*, *however*, that, to the extent the applicable special committee approves the rejection or assumption of any such non-employment executory contract, such rejection or assumption shall still require the prior written consent of (i) the Required Consenting Term Loan Lenders and (ii) CTCI (in each case, not to be unreasonably withheld, conditioned, or delayed).
Retained Causes of Action	The Reorganized Debtors shall retain all rights to commence and pursue any Causes of Action, other than any Causes of Action that the Debtors have released pursuant to the release and exculpation provisions of the Plan.

Retention of Jurisdiction	The Plan shall provide that the Bankruptcy Court shall retain jurisdiction for usual and customary matters.
Plan Releases and Exculpations	The Plan and Confirmation Order shall include customary exculpation provisions and debtor and third-party release provisions providing for the release of claims, litigation, or other Causes of Action arising on or before the Plan Effective Date, substantially consistent with those set forth in **Exhibit F** attached hereto.
Tax Structure	To the extent practicable, the Restructuring Transactions contemplated by this Term Sheet will be structured so as to obtain the most beneficial tax structure, as determined by the Company Parties with the consent of the Required Consenting Term Loan Lenders and CTCI (in each case, solely with respect to any deviations from the tax structure set forth in the Exit Facilities Term Sheet and the Governance Term Sheet).
Other Customary Plan Provisions	The Plan will provide for other standard and customary provisions, including, among other things, provisions addressing the vesting of assets, release of liens, the compromise and settlement of Claims and Interests, and the resolution of disputed Claims.

Conditions Precedent to Restructuring Effective Date	It shall be a condition to the Plan Effective Date that the following conditions shall have been satisfied or waived: (a) the RSA shall be in full force and effect and shall not have been validly terminated by any of the parties thereto; (b) there shall not have been instituted or threatened or be pending any action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, or by any other person, domestic or foreign, in connection with the Restructuring Transactions that, in the reasonable judgment of the Company Parties and the Required Consenting Stakeholders would prohibit, prevent, or restrict consummation of the Restructuring Transactions; (c) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan, and all applicable regulatory or government-imposed waiting periods shall have expired or been terminated; (d) an order, statute, rule, regulation, executive order, stay, decree, judgment, or injunction shall not have been enacted, entered, issued, promulgated, enforced, or deemed applicable by any court or governmental, regulatory, or administrative agency or instrumentality, domestic or foreign, that, in the reasonable judgment of the Company Parties and the Required Consenting Stakeholders would prohibit, prevent, or restrict consummation of the Restructuring Transactions; (e) each document or agreement constituting a Definitive Document shall have been executed or otherwise effectuated as contemplated, shall be in form and substance consistent with the RSA (and subject to the parties' consent and consultation rights thereunder with respect to such Definitive Document) and this Term Sheet, and any conditions and customary matters, and all conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived pursuant to the terms of the RSA and the applicable Definitive Document; (f) to the extent invoiced, the payment of all reasonable and documented fees and expenses of the Company Parties' professionals (solely if payment of such fees and expenses have been authorized by the Bankruptcy Court, including under the DIP Order) and the Consenting Stakeholders' professionals related to the negotiation and implementation of the Restructuring Transactions and not previously paid by the Company Parties; (g) all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Plan Effective Date have been placed in the professional fee escrow account; (h) the Bankruptcy Court shall have entered the Confirmation Order, which shall be subject to the parties' consultation and consent rights set forth in the RSA, and such order shall not have been reversed, stayed, modified, dismissed, vacated, or reconsidered; (i) the Required Consenting Term Loan Lenders and CTCI shall have consented (in each case, such consent shall not be unreasonably withheld, conditioned, or delayed) to the executory contracts to be rejected or assumed, if any; (j) the New Corporate Governance Documents shall have been executed and/or effectuated, shall be in form and substance consistent with the RSA and this Term Sheet, and any conditions precedent related thereto, shall have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived; (k) the Prepetition SOA and Prepetition SSA shall have been assumed by the Debtors and no events of default shall be outstanding thereunder; and (l) the New Common Equity and the New Preferred Equity shall have been issued by Reorganized GCEH.

Exhibit A-1

DIP RCF Term Sheet

Subject to Rule 408 of the Federal Rules of Evidence – Not Admissible in Court

SUMMARY OF PROPOSED TERMS AND CONDITIONS
FOR REVOLVING DIP FINANCING FACILITY AND USE OF CASH COLLATERAL

(Confidential - For Discussion Purposes Only; Not a Commitment)

In re Global Clean Energy Holdings, Inc., et al.,
as Debtors and Debtors-in-Possession
April 16, 2025

The terms and conditions summarized below are intended as a summary outline of a proposed financing and commercial commitment which is conditioned in all respects upon completion of due diligence, negotiation of definitive documentation and final credit approval and do not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation. No DIP RCF Secured Party (as defined herein) is under any obligation to make a loan or enter into or continue commodity transactions or make any commitment to lend or enter into commodity transactions and any such commitment would be subject to, among other conditions, such DIP RCF Secured Party obtaining any necessary final credit authorizations and approvals and negotiation and execution of definitive documentation in form and substance satisfactory to such DIP RCF Secured Party. This document is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party. Any provision of financial and commercial accommodations under such debtor-in-possession credit facility shall be further subject to the terms and conditions, and Bankruptcy Court approval, set forth below.

Reference is made to the:

- *Credit Agreement, dated as of June 25, 2024 (as amended, supplemented, and otherwise modified from time to time, the "**Prepetition RCF Credit Agreement**" and the related guarantees, security agreements, mortgages, intercreditor agreements and other security documents, the "**Prepetition Revolver Documents**"), among the Borrower (as defined below), BKRF OCB, LLC, BKRF OCP, LLC, the Prepetition RCF Lenders (as defined below) and the Prepetition RCF Agent (as defined below);*

- *Supply and Offtake Agreement, dated as of June 25, 2024, by and between the Borrower and Vitol Americas Corp. ("**Vitol**") (as amended, supplemented, and otherwise modified from time to time, the "**SOA**"); and*

- *Storage Services Agreement, dated as of June 25, 2024, by and between the Borrower and Vitol (as amended, supplemented, and otherwise modified from time to time, the "**SSA**") with the facility collectively provided by the Prepetition Revolver Documents, and, for the period prior to the Petition Date, the SOA and the SSA being the "**Prepetition RCF Facility**").*

*Capitalized terms used in this term sheet (the "**RCF DIP Term Sheet**") and not otherwise defined herein shall have the meaning given to such terms in the Prepetition Revolver Documents or the Restructuring Support Agreement (as defined below), as applicable.*

Borrower:	Bakersfield Renewable Fuels, LLC, as debtor and debtor in possession (the "**Borrower**") under chapter 11 of title 11 of the United States Code (such title, the "**Bankruptcy Code**") in the jointly administered cases of Borrower and certain of its affiliates (collectively, the "**Cases**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**").
Guarantors:	All obligations under the DIP RCF Facility (as defined below) and the other DIP RCF Documents (as defined below) will be unconditionally guaranteed (the "**Guarantee**") by each Affiliate of the Borrower that is a debtor-in-possession under the Bankruptcy Code (such parties, the "**Guarantors**"; and, together with the Borrower, collectively the "**Debtors**"), each of which Guarantors have been identified on Schedule 1 hereto.
Prepetition RCF Agent:	Vitol Americas Corp., in its capacities as Administrative Agent and Collateral Agent under the Prepetition Revolver Documents (the "**Prepetition RCF Agent**").
Prepetition RCF Lenders:	Those lenders who are parties to the Prepetition RCF Credit Agreement as of the Petition Date (the "**Prepetition RCF Lenders**" and, collectively with the Prepetition RCF Agent, the "**Prepetition RCF Secured Parties**").
DIP RCF Agent:	Vitol Americas Corp., in its capacity as Administrative Agent under the DIP RCF Credit Agreement (as defined below) and as Collateral Agent under the DIP RCF Facility (as applicable, the "**DIP RCF Agent**").
DIP RCF Lenders:	The Prepetition RCF Lenders providing Revolving DIP Loan Commitments (as defined below) and Roll-Up RCF Loans (each as defined below) under the DIP RCF Facility (the "**DIP RCF Lenders**" and, collectively with the DIP RCF Agent, the "**DIP RCF Secured Parties**").
Petition Date:	The date the Debtors file their Chapter 11 petitions (the "**Petition Date**").
Termination of Prepetition RCF Commitment:	All commitments of the Prepetition RCF Lenders to lend under the Prepetition RCF Facility shall terminate on the Petition Date.

Revolving DIP Facility and Roll-Up:

Subject to the conditions precedent, the DIP RCF Lenders will provide to the Debtors a priming, senior secured, super-priority debtor-in-possession revolving credit agreement (the "**DIP RCF Credit Agreement**") made available to the Borrower for loans (the "**Revolving DIP Loans**") in the aggregate maximum principal amount of up to $100 million for general corporate purposes (the "**Revolving DIP Loan Commitment**"), subject to a Borrowing Base as described below (inclusive of the Roll-Up RCF Loans (defined below), the "**DIP RCF Loans**"). The credit and commercial facility provided by the DIP Revolver Documents along with, on and after the Petition Date, the supply and offtake facilities provided by Vitol under the SOA and SSA, being the "**DIP RCF Facility**". The documentation relating to the DIP RCF Facility shall be substantially consistent with the Prepetition RCF Facility, except as specified herein or otherwise appropriate to reflect (i) the agreed commercial structure of the DIP RCF Facility, (ii) the appropriate parties thereto, and (iii) such other modifications or changes as may be agreed among the Parties thereto, including pursuant to the DIP RCF Credit Agreement.

(a) Subject to and effective upon entry of the Interim Order, all outstanding Tranche D Loans (as defined in the Term Credit Agreement) held by Vitol and all accrued but unpaid interest thereon, in the approximate amount of $25 million in principal amount plus approximately $2.8 million in capitalized and accrued interest (but excluding any prepayment premium in respect thereof), shall be rolled-up and become outstanding Revolving DIP Loans (the "**Tranche D Roll-Up Loans**").

(b) Subject to and effective upon entry of the Interim Order, the Debtors shall be deemed to remit all collections and proceeds of DIP RCF Collateral (including all Environmental Attributes or other environmental credits that constitute Prepetition RCF Collateral and are obtained by the Loan Parties in the ordinary course of business during the Bankruptcy Cases, the "**Prepetition RCF Collections**") to the Prepetition RCF Agent for application to the Prepetition RCF Obligations (other than amounts incurred pursuant to the SOA or SSA) in accordance with the Prepetition Revolver Documents on each business day, and upon such deemed remission and application an equivalent amount shall be deemed advanced as DIP RCF Loans, thereby, on each business day, creating a reduction in the Prepetition RCF Obligations in the amount of Prepetition RCF Collections, and a corresponding increase in DIP RCF Loans (amounts subject to this subsection (a), the "**Creeping Roll-Up Loans**" and, collectively with the Tranche D Roll-Up Loans, the "**Interim Roll-Up RCF Loans**").

(c) Subject to and effective upon entry of the Final Order, any and all remaining Prepetition RCF Obligations (other than amounts incurred pursuant to the SOA or SSA) shall be converted to Revolving DIP Loans (collectively with the Interim Roll-Up RCF Loans, the "**Roll-Up RCF Loans**").

Upon the conversion of obligations under the Prepetition RCF Credit Agreement to Roll-Up RCF Loans in connection therewith, the Roll-Up RCF Loans shall constitute DIP RCF Obligations (as defined below) in all respects, including for purposes of having the benefit of Section 364(e) of the Bankruptcy Code.

Revolving DIP Loan Commitments shall be made available to the Debtors during the period from the date of entry of the Interim Order by the Bankruptcy Court through the date of entry of the Final Order (as defined below) by the Bankruptcy Court. Pending the entry of the Final Order, the DIP RCF Agent and the DIP RCF Secured Parties shall be afforded all of the protections contained in the Interim Order.

The Revolving DIP Loans, subject to the foregoing and other applicable conditions and consistent with past ordinary course processing procedures, will be funded on the next business day following the submission of a proper notice of borrowing if such request is received by the DIP RCF Agent no later than 1:00 p.m., New York time, on the day that is one business day prior to the business day on which such borrowing is requested to be made. If such notice of borrowing is received by the DIP RCF Agent after 1:00 p.m., New York Time, such notice of borrowing shall be deemed to have been received on the business day following the date such request is actually received by the DIP RCF Agent.

Exit RCF Credit Agreement: Pursuant to that certain Restructuring Support Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Restructuring Support Agreement**"), dated April 16, 2025, by and among the Debtors, the DIP RCF Lenders, the Consenting Term Loan Lenders (as defined in the Restructuring Support Agreement), and CTCI, the DIP RCF Credit Agreement and remaining obligations under the Prepetition RCF Credit Agreement shall be converted into the $100 million Exit RCF Credit Agreement, which shall be provided by the DIP RCF Lenders on terms and conditions to be set forth in a term sheet describing, *inter alia*, terms for such Exit RCF Credit Agreement (the "**Exit RCF Term Sheet**") and subject to the requirements of the Restructuring Support Agreement. The credit and commercial facility provided by the Exit RCF Credit Agreement and the SOA and SSA upon exit as described below being the "**Exit RCF Facility**". The documentation relating to the Exit RCF Facility shall be substantially consistent with the Prepetition RCF Facility, except as specified herein or otherwise appropriate to reflect (i) the agreed commercial structure of the Exit RCF Facility, (ii) the appropriate parties thereto, and (iii) such other modifications or changes as may be agreed among the Parties thereto, including pursuant to the Exit RCF Term Sheet.

SOA and SSA upon Exit: Pursuant to the Restructuring Support Agreement, the SOA and SSA shall be amended and restated upon exit of the Cases to take into account the completion of the Cases and, as amended and restated, shall remain in effect in accordance with the Restructuring Support Agreement. Without limiting the foregoing, the Close-out Amount in the SOA shall remain in effect for the remaining term of the SOA. Upon exit from the Cases, the SOA and SSA shall benefit from the same priority and lien package as the Exit RCF Credit Agreement.

M&M Liens: Concurrently with the Bankruptcy Court's approval of the DIP RCF Facility, CTCI Americas, Inc. ("**CTCI**") shall satisfy any claims related to unpaid subcontractor invoices related to work performed or services provided by such subcontractor to the Debtors before October 21, 2024 (or reimburse any payments made by the Debtors on account of such unpaid invoices).

Use of Proceeds: The DIP RCF Facility may be used only for (i) postpetition working capital purposes of the Debtors; (ii) current interest and fees under the DIP RCF Facility; (iii) interest and fees payable under the Prepetition RCF Facility; (iv) the payment of adequate protection payments to the Prepetition RCF Secured Parties, and Term Creditors that also constitute Prepetition RCF Secured Parties, including fees payable under the Prepetition RCF Credit Agreement and Term Credit Agreement; (v) funding the Carve-Out and the reasonable and documented expenses and professional fees for (a) the DIP RCF Agent, (b) the Prepetition RCF Agent, in each of its capacities as administrative agent and collateral agent of the Prepetition RCF Facility, and (c) the Prepetition RCF Lenders; and (vi) the allowed administrative costs and expenses of the Cases, in each case, solely in accordance with the Approved Budget (subject to the Variance Limit) and the DIP Orders (each as defined below) incorporating the terms hereof (the "**Acceptable Uses of Proceeds**"). The DIP RCF Facility may not be used to fund costs contemplated to be funded by CTCI under the DIP CTCI Contract unless and until CTCI has funded $75 million of costs under the DIP CTCI Contract with the sole exception of costs associated with the Borrower's purchase of feedstock from Vitol under the SOA.

DIP Facility Interest Rate and Fees: See Schedule 3 hereto with respect to rates and fees.

Priority and Security: Subject to the Carve-Out, all obligations of the Debtors under the DIP RCF Facility and all Obligations of the Debtors arising under the SOA and the SSA on or after the Petition Date (the "**DIP RCF Obligations**") shall be:

i. entitled to super-priority claim status under Section 364(c)(1) of the Bankruptcy Code with priority over all administrative expense claims and any unsecured claims against the Debtors now existing or hereafter arising under the Bankruptcy Code, including, without limitation, the claims of the DIP TL Secured Parties, the prepetition claims and adequate protection claims of the Prepetition RCF Agent on behalf of the Prepetition RCF Lenders, the prepetition claims of the Term Administrative Agent on behalf of the Term Creditors, the Subordinated EPC Secured Claim, the Subordinated Senior Secured EPC Claim, and the Subordinated Junior EPC Claim, subject only to the Carve-Out. The super-priority claims of the DIP RCF Secured Parties may be repaid from any cash of the Debtors, including without limitation, Cash Collateral (as defined below) and, subject to entry of the Final Order, any Avoidance Action Proceeds (as defined below);

ii. secured, pursuant to Section 364(c)(2) of the Bankruptcy Code, by a first priority, perfected lien on all of the Debtors' rights in property of the Debtors' estates as of the Petition Date that, as of the Petition Date, were unencumbered (and do not become perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code) (but including, subject to entry of the Final Order, the proceeds of Avoidance Actions (as defined below) and property received or recovered thereby (the "**Avoidance Action Proceeds**"));

iii. secured, pursuant to Section 364(c)(3) of the Bankruptcy Code, by a junior priority, perfected lien on all of the Debtors' rights in property of the Debtors' estates as of the Petition Date that, as of the Petition Date, were subject to a lien permitted under the terms of the Prepetition RCF Credit Agreement that was perfected prior to the Petition Date or is perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code (other than the Liens securing the obligations under the Prepetition RCF Credit Agreement, the Term Indebtedness, the Subordinated EPC Secured Claim, the Subordinated Senior Secured EPC Claim, and the Subordinated Junior EPC Claim, which liens are addressed in (iv) below), which liens shall be senior to any liens securing the claims of the DIP TL Agent and DIP TL Lenders; and

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iv. secured, pursuant to Section 364(d)(1) of the Bankruptcy Code, by valid, enforceable, priming first priority, fully perfected security interests in and liens upon all of the Debtors' rights in property of the Debtors' estates as of the Petition Date and all of the Debtors' rights in property acquired postpetition (and proceeds thereof), whether now existing or hereafter acquired or arising, that secure the obligations under the Prepetition Revolver Documents, the Term Credit Agreement and related documents, the Subordinated EPC Secured Claim, the Subordinated Senior Secured EPC Claim, and the Subordinated Junior EPC Claim, any obligations to any Affiliate of such Debtor, or the claims of the DIP TL Agent and DIP TL Lenders (but subject to clause (iii) above) (such lien, together with the liens described in clauses (ii) and (iii) above, the "**DIP RCF Liens**" and the collateral described in clauses (ii)–(iv) above, collectively, the "**DIP RCF Collateral**");

DIP RCF Collateral shall also include any and all rents, issues, products, offspring, proceeds and profits generated by any item of DIP RCF Collateral, without the necessity of any further action of any kind or nature by the DIP RCF Agent or the DIP RCF Secured Parties in order to claim or perfect such rents, issues, products, offspring, proceeds and/or profits.

Notwithstanding anything to the contrary contained herein, in no event shall any estate causes of action under Chapter 5 of the Bankruptcy Code (the "**Avoidance Actions**") constitute DIP RCF Collateral or be subject to a DIP RCF Lien; provided, however, DIP RCF Collateral shall include, and the DIP RCF Liens shall attach to, Avoidance Action Proceeds subject to entry of the Final Order as set forth in clause (ii) above.

The DIP RCF Liens shall not be subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Section 551 of the Bankruptcy Code, (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors, or (iii) any intercompany or affiliate liens of ``the Debtors.

The DIP RCF Liens will automatically attach to the DIP RCF Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP RCF Agent or the DIP RCF Secured Parties. The DIP RCF Liens granted to the DIP RCF Secured Parties with respect to the Roll-Up RCF Loans will be *pari passu* (on a pro rata basis) to the DIP RCF Liens granted with respect to the Revolving DIP Loans.

Use of Cash Collateral:[1]

All cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP RCF Agent constitute cash collateral, as contemplated by Section 363 of the Bankruptcy Code ("**Cash Collateral**"). Cash Collateral may be used only for Acceptable Uses of Proceeds and, in each case, solely in accordance with the Approved Budget (subject to the Variance Limit) and the DIP Orders (each as defined below) incorporating the terms hereof. The DIP RCF Facility may not be used to fund costs contemplated to be funded by CTCI under the DIP CTCI Contract unless and until CTCI has funded $75 million of costs under the DIP CTCI Contract with the sole exception of costs associated with the Borrower's purchase of feedstock from Vitol under the SOA.

Conditions Precedent:

The closing of the DIP RCF Facility and the Debtors' right to use Cash Collateral pursuant to the terms hereof will be subject to the satisfaction of all conditions precedent to be set forth in the DIP RCF Facility deemed necessary or appropriate by the DIP RCF Agent and the Prepetition RCF Agent, as applicable, including but not limited to:

i. satisfactory completion of legal and collateral due diligence and transaction structuring, including due diligence concerning the Cases and the receipt of all required court approvals of the DIP RCF Facility and any other motions of the Debtors of concern to the DIP RCF Secured Parties;

ii. the DIP RCF Agent shall have received executed counterparts to the DIP RCF Documents from each DIP RCF Secured Party;

iii. on or prior to the Petition Date, the DIP RCF Agent and the Prepetition RCF Agent shall have received a cash forecast for the period from the Petition Date through the Scheduled Maturity Date (as defined below) setting forth projected cash flows and disbursements, to be in form, scope and substance acceptable to the DIP RCF Agent, the DIP RCF Secured Parties, and the Prepetition RCF Agent and the Prepetition RCF Lenders in each of their sole discretion (the "**Initial Approved Budget**");

[1] DIP Order to include certain provisions, protections, and reservations of rights for the Prepetition RCF Agent and the Prepetition RCF Lenders and other prepetition secured parties with respect to consent to use cash collateral. Any omissions of such provisions, protections, and reservations in this RCF DIP Term Sheet are not a waiver or concession of such provision, protection, or reservation.

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iv. the Debtors shall have provided the DIP RCF Agent and the DIP RCF Secured Parties with a copy of the cash management motion and proposed order to be filed with the Bankruptcy Court in connection with the commencement of the Cases. The cash management order filed by the Debtors and entered by the Bankruptcy Court shall be in form and substance reasonably satisfactory to the DIP RCF Agent;

v. the Debtors shall not have executed, entered into or otherwise committed to any plan or restructuring support agreement or any other agreement or understanding concerning the terms of a chapter 11 plan or other exit strategy without the consent of the DIP RCF Agent;

vi. an interim debtor-in-possession financing and cash collateral order, substantially on the terms contemplated in this RCF DIP Term Sheet (and otherwise acceptable to the DIP RCF Agent and Prepetition RCF Agent) (the "**Interim Order**"), shall have been entered by the Bankruptcy Court within three days following the Petition Date and shall not have been vacated, reversed or stayed, appealed, or modified or amended without the prior written consent of the DIP RCF Agent. Notwithstanding anything to the contrary contained herein, funding of any Interim Commitment shall be subject to entry of the Interim Order and funding of the balance of the commitments under the DIP RCF Facility and continued authority to use Cash Collateral shall be subject to entry, within 30 days following the Petition Date, of a final debtor-in-possession financing/use of cash collateral order, substantially on the terms contemplated by this RCF DIP Term Sheet and in form and substance acceptable to the DIP RCF Agent (the "**Final Order**" and, together with the Interim Order, collectively, the "**DIP Orders**"), which shall not have been vacated, reversed or stayed, appealed (and for which the appeal period has expired or has been waived), or modified or amended without the prior written consent of the DIP RCF Agent;

vii. orders approving all "first day" motions shall have been entered, and, in the case of any "first day" motions and orders that affect the rights or duties of the DIP RCF Agent or DIP RCF Secured Parties, in form and substance reasonably acceptable to the DIP RCF Agent;

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viii. the execution and delivery, in form and substance acceptable to the DIP RCF Agent and the DIP RCF Lenders in their sole discretion, by the Debtors of definitive documentation for the DIP RCF Credit Agreement, the amendment and restatement of the SOA and SSA and related guarantees, security agreements, mortgages, intercreditor agreements and other security documents, and other agreements, customary opinions, officer's certificates, instruments and documents required by the DIP RCF Agent and the DIP RCF Secured Parties (collectively, the "**DIP RCF Documents**");

ix. the representations and warranties of the Debtors contained in the DIP RCF Documents shall be true and correct in all material respects (or, in the case of any representation and warranty that is qualified as to "Material Adverse Effect" (as defined in the DIP RCF Documents) or otherwise as to "materiality", in all respects) as of the date on which the DIP RCF Facility becomes effective (the "**Closing Date**") (or as of such earlier date if the representation or warranty specifically relates to an earlier date);

x. reimbursement in full in cash of the reasonable and documented out-of-pocket professional fees, costs and expenses of the DIP RCF Agent and Prepetition RCF Agent;

xi. upon the entry of the Interim Order, the DIP RCF Agent shall, for the benefit of the DIP RCF Agent and the DIP RCF Secured Parties, have valid, perfected and enforceable first priority or superpriority priming, as applicable, liens on the DIP RCF Collateral to the extent set forth in the Interim Order, subject only to the Carve-Out and the liens permitted by the DIP RCF Documents;

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xii. on or prior to the Petition Date, each of the Debtors, the Prepetition RCF Agent, the Prepetition RCF Lenders, the Term Creditors and CTCI shall have executed the Restructuring Support Agreement in a form acceptable to the DIP RCF Agent in its sole discretion; and

xiii. the DIP TL Facility (as defined in the Restructuring Support Agreement) shall have been approved by the Bankruptcy Court on an interim basis in accordance with the terms of this RCF DIP Term Sheet and the Restructuring Support Agreement and in a form acceptable to the DIP RCF Agent in its sole discretion.

Modifications of the DIP Orders shall require approval of the DIP RCF Agent and the Prepetition RCF Agent in their sole discretion.

Conditions to Subsequent Credit Extensions: The obligation of each DIP RCF Lender to make a credit extension following the Closing Date is additionally subject to the satisfaction of the following conditions:

(i) receipt of a written borrowing request in accordance with the requirements of the DIP RCF Credit Agreement;

(ii) the representations and warranties of the Debtors contained in the DIP RCF Documents shall be true and correct in all material respects (or, in the case of any representation and warranty that is qualified as to "Material Adverse Effect" (as defined in the DIP RCF Documents) or otherwise as to "materiality", in all respects) as of such date (or as of such earlier date if the representation or warranty specifically relates to an earlier date);

(iii) no default or event of default shall have occurred and be continuing or would result from such credit extension or from the application of proceeds thereof;

(iv) the Borrower shall have arranged for payment on such Funding Date of all reasonable and documented out of pocket professional fees, costs and expenses then due and payable, to the extent invoiced prior to the date the Borrowing Request is delivered in connection with such Funding Date;

(v) the aggregate principal amount of all DIP RCF Loans outstanding on such date, after giving effect to the applicable borrowing, shall not exceed $100 million;

(vi) as of such date, no development, event or circumstance that has had or could reasonably be expected to have a Material Adverse Effect shall have occurred following the Closing Date and be continuing, or shall result from the transactions contemplated to occur on such date;

(vii) there shall not exist any action, suit, investigation, litigation, or proceeding pending or threatened (other than the Cases) in any court or before any governmental authority that, in the reasonable opinion of the DIP RCF Agents, materially and adversely affects any of the transactions contemplated hereby, or that has or could reasonably be expected to result in a Material Adverse Effect;

(viii) each Milestone Condition shall have been satisfied or waived on or before the corresponding Milestone Date; and

(ix) DIP Orders:

a. prior to entry of the Final Order, the Interim Order shall be in full force and effect and shall (i) not have been vacated, stayed, reversed, or modified without the written consent of the DIP RCF Agents and Prepetition RCF Agent, and (ii) without limitation, approve the DIP RCF Tranche D Roll-Up Loans and the DIP RCF Creeping Roll-Up Loans;

b. the Bankruptcy Court shall have entered the Final Order within 30 days (or such later date consented to by the DIP RCF Agents and Required DIP RCF Lenders) following the Petition Date, which Final Order shall (i) be in substantially the form contemplated by the Interim Order, (ii) have been entered on the docket of the Bankruptcy Court, and (iii) be in full force and effect and shall not have been vacated, stayed, reversed or appealed (And for which the appeal period has expired or has been waived) or modified in any respect without the prior written consent of the DIP RCF Agents and Prepetition RCF Agent;

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c. after the entry of the Final Order, the Final Order shall (i) be in full force and effect, (ii) not have been vacated, stayed, reversed, or modified without the written consent of the DIP RCF Agents and Prepetition RCF Agent, and (iii) without limitation, approve the DIP RCF Final Roll-Up Loans;

d. the Loan Parties shall be in compliance in all respects with the DIP Orders and, subject to application of the Variance Limit, with the Approved Budget; and

e. no trustee or examiner (other than a fee examiner) shall have been appointed with respect to the Debtors or their property.

Representations and Warranties: Each of the Debtors under the DIP RCF Documents will make the representations and warranties set forth in Article III of the Prepetition RCF Credit Agreement and the relevant provisions of the other Prepetition Revolver Documents (other than any representation of warranty in respect of solvency, no litigation that could reasonably expected to have a material adverse effect, no material adverse change, no material adverse effect and no default), modified as necessary to reflect the filing of the Cases and the Debtors' financial condition, other representations and warranties customarily found in loan documents for similar debtor-in-possession financings, and with such other modifications and such other representations and warranties as the DIP RCF Agent may require, including, but not limited to:

(a) orders of the Bankruptcy Court related to the financing contemplated by the DIP RCF Facility remain in effect;

(b) there are no defaults under material agreements arising after the Petition Date (i) that would, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) for which exercise of remedies would not be stayed by Section 362 of the Bankruptcy Code;

(c) the Debtors have not failed to disclose any material assumptions with respect to the Initial Approved Budget and, as of the Closing Date, affirm the reasonableness of the assumptions in the Initial Approved Budget in all material respects, subject to customary qualifiers; and

(d) Other than as to be disclosed in the DIP RCF Credit Agreement, none of the Debtors have entered into any key employee retention plan or incentive plan as of the Petition Date.

Milestones:

Each of the Debtors will agree to comply with the following deadlines (each of which may be extended as set forth further below or with the prior written consent of the DIP RCF Agent without further order of the Bankruptcy Court) (collectively, the "**Milestones**"):

(a) The Bankruptcy Court shall have entered the Interim Order no later than 3 days after the Petition Date;

(b) The Bankruptcy Court shall have entered the Final Order no later than 30 days after the Petition Date;

(c) The Bankruptcy Court shall have entered an order (which may be the Interim Order or the Final Order) approving the Debtors' assumption of the SOA and SSA on a final basis no later than 30 days after the Petition Date;

(d) The Debtors shall file a chapter 11 plan (a "**Plan**") and a disclosure statement for the Plan (a "**Disclosure Statement**") that provides for treatment acceptable to the DIP RCF Secured Parties (or such Plan provides for the indefeasible repayment of the DIP RCF Obligations and obligations under the Prepetition RCF Facility, in each case, in full in cash on the Effective Date and as a condition to emergence) (such Plan, an "**Approved Plan**", such Disclosure Statement, an "**Approved Disclosure Statement**", and together with an Approved Plan, collectively an "**Approved Plan and Disclosure Statement**"), in each case, no later than 30 days after the Petition Date; provided that for so long as the Restructuring Support Agreement is in effect the treatment provided in the Restructuring Support Agreement is acceptable to the DIP RCF Secured Parties;

(e) the Approved Disclosure Statement shall be approved by the Bankruptcy Court by the date that is no later than 60 days after the Petition Date;

(f) the Bankruptcy Court shall have entered an order confirming the Approved Plan by the date that is no later than 110 days after the Petition Date; and

(g) the effective date of the Approved Plan (the "**Effective Date**") shall have occurred by the date that is no later than 120 days after the Petition Date.

Borrowing Base

The DIP RCF Credit Agreement will contain the "Borrowing Base" formulation under, and as defined in, the Prepetition RCF Credit Agreement; provided that the Borrowing Base under the DIP RCF Credit Agreement will include an additional Borrowing Base category for the value of the property, plant, and equipment of the Borrower, pledged as security for the DIP RCF Obligations, in the amount of $35 million; and *provided further* that the Borrowing Base under the DIP RCF Credit Agreement shall be reduced by any outstanding Prepetition RCF Obligations that have not become Roll-Up RCF Loans.

Mandatory Prepayments:

The DIP RCF Documents will contain the mandatory prepayment provisions under the Prepetition RCF Credit Agreement and the other Prepetition Revolver Documents, modified in a customary manner to reflect the nature and tenor of the DIP RCF Facility. Without limiting the foregoing, in addition to the foregoing, the mandatory prepayment provisions shall include an obligation for Borrower to make mandatory prepayments in the case of (i) the sale, transfer or other disposition of any material assets or property not permitted to be disposed under the DIP RCF Documents and (ii) subject to customary restoration and reinvestment provisions, receipt of proceeds in respect of a loss of, destruction of or damage to, or any condemnation or other taking of any property of Borrower.

Reporting and Information:

The DIP RCF Documents will contain the reporting and information covenants made by the Debtors under the Prepetition RCF Credit Agreement and the other Prepetition Revolver Documents, modified in a customary manner to reflect the nature and tenor of the DIP RCF Facility. The Debtors shall provide all reporting and information provided to the DIP TL Agent to the DIP RCF Agent concurrently. Without limiting the foregoing, such reporting and information covenants shall include provision to the DIP RCF Agent (for circulation to the DIP RCF Secured Parties) of: (a) Weekly Inventory Reports, Weekly AR Reports, Weekly Feedstock In-transit Reports and Borrowing Base Certificates (each as defined in the Prepetition RCF Credit Agreement) in accordance with the requirements under the Prepetition RCF Credit Agreement and (b) weekly reports detailing spending information. Without limiting the generality of the foregoing, the Debtors shall deliver to the DIP RCF Agent (i) Variance Reports (as defined below); (ii) copies of any motions to be filed by or on behalf of any Debtor in the Cases at least two business days prior to such filing (or, if not practicable, as soon as reasonably practicable), (iii) all notices and reporting required to be given to all parties specified in any DIP Order; and (iv) such other information (including access to the Debtors' books, records, personnel and advisors) as the DIP RCF Agent may reasonably request.

Budget; Variance Covenant; Other Financial Covenants:

On May 9, 2025 (the "**Initial Reporting Date**"), the Debtors shall prepare for the DIP RCF Agent's and DIP RCF Secured Parties' review and consent an updated 13-week detailed cash projection, which shall be thereafter updated, as necessary, but shall not be updated less than once every four weeks (each, a "**Proposed Budget**"). Upon the Debtors' receipt of the DIP RCF Agent's and DIP RCF Secured Parties' consent to a Proposed Budget, (such consent not to be unreasonably conditioned, delayed, or withheld; provided that the DIP RCF Agent and DIP RCF Secured Parties shall have no less than five business days to review and respond to the Proposed Budget) which approval shall be in the DIP RCF Agent's and DIP RCF Secured Parties' sole discretion, such budget shall become an "**Approved Budget**" and shall replace the then-operative Approved Budget for all purposes. The Initial Approved Budget shall be the Approved Budget until such time as a new Proposed Budget is approved, following which such Proposed Budget shall constitute the Approved Budget until a subsequent Proposed Budget is approved. The Debtors shall operate in accordance with the Approved Budget and all disbursements shall be consistent with the provisions of the Approved Budget (subject to the Variance Limit). The Debtors may submit additional Proposed Budgets to the DIP RCF Agent and DIP RCF Secured Parties, but until the DIP RCF Agent and DIP RCF Secured Parties consent to such Proposed Budget, it shall not become an Approved Budget and the Debtors shall continue to comply with the then-operative Approved Budget.

Beginning on April 24, 2025, and on the Thursday of each calendar week thereafter, the Debtors shall deliver to the DIP RCF Agent, in a form consistent with the form of the Approved Budget, a variance report comparing the Debtors' actual receipts and disbursements and G&A Disbursements for the prior calendar week and the prior four calendar weeks (on a cumulative basis) with the projected receipts and disbursements and G&A Disbursements for such week and the prior four calendar weeks (on a cumulative basis) as reflected in the applicable Approved Budget for such weeks, which variance report shall include a report from a financial officer of the Debtors (the "**Weekly Variance Report**").

No later than 4:00 p.m. Central Time on the Initial Reporting Date and on each Thursday thereafter that is the two-week anniversary of the Initial Reporting Date (each such date, a "**Bi-Weekly Variance Testing Date** " and each such two-week period, the "**Bi-Weekly Variance Testing Period** "), the Debtors shall provide to the DIP RCF Agent (for circulation to the DIP RCF Secured Parties) and the Prepetition RCF Agent a report detailing (i) the aggregate disbursements of the Debtors during the applicable Bi-Weekly Variance Testing Period and (ii) any variance (whether positive or negative, expressed as a percentage) between the aggregate disbursements of the Debtors made during such Bi-Weekly Variance Testing Period by the Debtors against the aggregate disbursements for the Bi-Weekly Variance Testing Period, as set forth in the applicable Approved Budget (a "**Bi-Weekly Variance Report ,**" together with the Weekly Variance Report, the "**Variance Reports**").

The Debtors shall comply with the following (collectively, the "**Variance Covenant**"):

As of any Bi-Weekly Variance Testing Date, for the Bi-Weekly Variance Testing Period ending on the Sunday preceding such Bi-Weekly Variance Testing Date, the Debtors shall not allow aggregate disbursements, excluding disbursements with respect to professional fees and G&A Disbursements, to be greater than 115% of the estimated disbursement for such item in the Approved Budget for such Bi-Weekly Variance Testing Period (collectively, the "**Variance Limit**"). Additional variances, if any, from the Approved Budget, and any proposed changes to the Approved Budget, shall be subject to the DIP RCF Agent's reasonable approval. For the avoidance of doubt, any reference to "written consent" hereunder shall include consent granted by email.

Key Employee Plans. No Debtor shall (a) enter into any key employee retention plan or incentive plan, other than such plans in effect as of the Petition Date or (b) amend or modify any existing key employee retention plan or incentive plan, unless such plan, amendment or modification, as applicable, is satisfactory to the DIP RCF Agent and DIP RCF Secured Parties in their reasonable discretion.

Affirmative and Negative Covenants:

The DIP RCF Documents will contain the affirmative and negative covenants made by the Debtors under the Prepetition RCF Credit Agreement and the other Prepetition Revolver Documents, with such modifications thereto and such other affirmative and negative covenants as the DIP RCF Agent and DIP RCF Secured Parties shall require including customary modifications to reflect the nature and tenor of the DIP RCF Facility; provided that the negative covenants made by the Debtors under the Prepetition RCF Credit Agreement and the other Prepetition Revolver Documents will be modified to include the following restrictions:

(a) disposing of assets outside of the ordinary course of business (including, without limitation, any sale and leaseback transaction and any disposition under Bankruptcy Code section 363) in respect of transactions for total net cash proceeds of more than $2,000,000 in the aggregate for each fiscal year;

(b) paying prepetition indebtedness, except as expressly provided for herein or pursuant to orders entered upon pleadings in form and substance reasonably satisfactory to the DIP RCF Agent; and

(c) asserting any right of subrogation or contribution against any other Debtors until all borrowings under the DIP RCF Facility are paid in full and the Revolving DIP Loan Commitments are terminated.

The DIP RCF Documents will contain an affirmative covenant that the Debtors will provide written notice to the DIP RCF Agent and the Prepetition RCF Agent if any of the Debtors intend to provide information with respect to the Prepetition Revolver Documents to a party in interest or is compelled to provide such information by order of the Bankruptcy Court.

Events of Default:

"**Events of Default**" shall include the events of default under the Prepetition RCF Credit Agreement and the other Prepetition Revolver Documents, modified in a customary manner to reflect the nature and tenor of the DIP RCF Facility and to include events of default customarily found in loan documents for similar debtor-in-possession financings, with such modifications as the DIP RCF Agent may require, including the following:

i. the Interim Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed, or modified or amended without the prior written consent of the DIP RCF Agent;

ii. the Final Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed, modified or amended without the prior written consent of the DIP RCF Agent, or shall not have been entered within 30 days after the Petition Date; provided that such time may be extended by agreement among the Borrower and DIP RCF Agent;

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iii. the inaccuracy in any material respect of any representation of any Debtor when made or deemed made;

iv. failure of any Debtor (a) to comply with the Variance Covenant, (b) to satisfy any Milestone, (c) to have an Approved Budget; (d) to comply with any negative covenant or certain other customary affirmative covenants in the DIP RCF Documents or with any other covenant or agreement contained in the DIP Orders in any respect or (e) to comply with any other covenant or agreement contained in the DIP RCF Documents;

v. (a) any of the Cases shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code; a Chapter 11 U.S. Trustee or an examiner (other than a fee examiner) with enlarged powers relating to the operation of the business of any Debtor (powers beyond those expressly set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed, (b) any other super-priority claim (other than the Carve-Out (as defined below) or grant of any other lien (including any adequate protection lien) which is *pari passu* with or senior to the claims and liens of the DIP RCF Agent or the Prepetition RCF Agent shall be granted in any of the Cases, or (c) the filing of any pleading by any Debtor seeking or otherwise consenting to or supporting any of the matters set forth in clause (a) or clause (b) of this subsection (v));

vi. other than payments authorized by the Bankruptcy Court and which are set forth in the Approved Budget (A) in respect of accrued payroll and related expenses as of the commencement of the Cases, (B) in respect of adequate protection payments set forth herein and consented to by the DIP RCF Agent or otherwise permitted under the terms of the Intercreditor Agreement (as defined below), as applicable, or (C) in respect of certain critical vendors and other creditors, in each case to the extent authorized by one or more "first day" or other orders reasonably satisfactory to the DIP RCF Agent, any Debtor shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables (including without limitation, reclamation claims);

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vii. the Bankruptcy Court shall enter one or more orders during the pendency of the Cases granting relief from the automatic stay to the holder or holders of any lien to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on assets of any Debtor or the Debtors that have an aggregate value in excess of $1,000,000 without the prior written consent of the DIP RCF Agent;

viii. the Termination Date (as defined below) shall have occurred;

ix. the Debtors' "exclusive period" under Section 1121 of the Bankruptcy Code for the filing of a plan of reorganization terminates for any reason;

x. any Debtor petitions the Bankruptcy Court to obtain additional financing *pari passu* or senior to the DIP RCF Facility without the consent of the DIP RCF Agent (other than the Carve-Out);

xi. failure of any Debtor to comply with the terms of the applicable DIP Order;

xii. the Debtors' consensual use of the prepetition Cash Collateral of any secured party is terminated;

xiii. the Debtors engage in or support any challenge to the validity, perfection, priority, extent or enforceability of the DIP RCF Facility or the Prepetition Revolver Documents or the liens on or security interest in the assets of the Debtors securing the DIP RCF Obligations or the obligations under the Prepetition RCF Facility (the "**Prepetition RCF Obligations**" and the liens securing such obligations, the "**Prepetition RCF Liens**"), including without limitation seeking to equitably subordinate or avoid the liens securing the such indebtedness or (B) the Debtors engage in or support any investigation or assert any claims or causes of action (or directly or indirectly support assertion of the same) against the DIP RCF Agent, any DIP RCF Secured Party, the Prepetition RCF Agent or any Prepetition RCF Lender; provided, however, that it shall not constitute an Event of Default if any of the Debtors provides information with respect to the Prepetition Revolver Documents to a party in interest or is compelled to provide information by an order of the Bankruptcy Court;

xiv. after entry of the Final Order, any person shall obtain a judgment under Section 506(c) of the Bankruptcy Code or similar determination with respect to the Prepetition RCF Obligations;

xv. after entry of the Final Order, the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code against any of the DIP RCF Collateral;

xvi. the consummation of a sale of any material portion of the DIP RCF Collateral (other than a sale in the ordinary course of business that is contemplated by the Approved Budget) without the advance written consent of the DIP RCF Agent and DIP RCF Secured Parties if such sale or other transaction does not satisfy the DIP RCF Obligations in full in Cash;

xvii. the confirmation of a plan of reorganization or liquidation that does not provide for treatment acceptable to the DIP RCF Secured Parties, or any Debtor proposes or supports, or fails to contest in good faith, the confirmation of such a plan of reorganization or liquidation, unless such plan contemplates indefeasibly paying the DIP RCF Obligations and Prepetition RCF Obligations in full, in cash on the effective date of such plan;

xviii. entry of an order by the Bankruptcy Court in favor of any statutory committee of unsecured creditors (the "**Creditors' Committee**"), if any, appointed in the Cases, any ad hoc committee, or any other party in interest, (a) sustaining an objection to claims of the DIP RCF Agent or any of the DIP RCF Secured Parties, (b) avoiding any liens held by the DIP RCF Agent or any of the DIP RCF Secured Parties, (c) sustaining an objection to claims of the Prepetition RCF Agent or any of the Prepetition RCF Lenders, or (d) avoiding any liens held by the Prepetition RCF Agent or any of the Prepetition RCF Lenders except as otherwise agreed by the Prepetition RCF Agent in writing; or

xix. if (a) that certain Intercreditor Agreement dated as of June 25, 2024, by and between Vitol Americas Corp., as RCF Representative, Orion Energy Partners TP Agent, LLC, as Term Loan Representative, the Term Creditors party thereto from time to time, Bakersfield Renewable Fuels, LLC, as Project Company, BKRF OCB, LLC, as BKRF Borrower, and BKRF OCP, LLC, as Holdings (as from time to time amended and restated) (the "**Intercreditor Agreement**") shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with its terms against the Borrower or any party thereto or any holder of the liens subordinated thereby, or be amended, modified or supplemented to cause the liens securing the obligations of the Term Creditors to be senior or *pari passu* in priority to the liens securing the obligations under the Prepetition Revolver Documents without the consent of the Prepetition RCF Agent, (b) the Borrower takes any action inconsistent with the terms of the Intercreditor Agreement (other than in connection with an Approved Plan), (c) any person bound by any Intercreditor Agreement takes any action inconsistent with the terms thereof or (d) any order of any court of competent jurisdiction is granted which is materially inconsistent with the terms of the Intercreditor Agreement and is adverse to the interests of the Prepetition RCF Agent or Prepetition RCF Lenders;

xx. the Borrower shall be in breach in any material respect of, or in default in any material respect under, the Management Services Agreement, dated as of August 29, 2024, by and between Entara LLC and the Borrower (the "**Entara Contract**") at a time when Entara, LLC is otherwise not in breach of the Entara Contract (other than any breach resulting from the Debtors' entry into the Cases or from any rejection of the Entara Contract in connection with the Cases);

xxi. (A) the termination of the Restructuring Support Agreement or the DIP CTCI Contract shall occur or (ii) CTCI shall fail to make any payments required to be made under the DIP CTCI Contract in accordance with the terms of the DIP CTCI Contract and the DIP Orders (including any budget set forth therein); or

xxii. for any reason, including force majeure, the Refinery (as defined in the Term Loan Credit Agreement) is unable to sustain commercial operations for more than twenty-one (21) consecutive days during the Cases, or for more than thirty-five (35) total days during the Cases.

Upon the occurrence and during the continuance of any Event of Default, upon the direction of the DIP RCF Secured Parties, the DIP RCF Agent shall accelerate the DIP RCF Obligations and, thereafter, may (1) declare the principal of and accrued interest on the outstanding borrowings to be immediately due and payable and terminate, as applicable, any further commitments under the DIP RCF Facility and/or terminate, as applicable, the right of the Debtors to use Cash Collateral and (2) charge the default rate of interest under the DIP RCF Facility, enforce liens and security interests and take any other action or exercise any other right or remedy (including without limitation, with respect to the liens in favor of the DIP RCF Agent on behalf of the DIP RCF Secured Parties) permitted under the DIP RCF Documents or applicable law, each without further order of or application to the Bankruptcy Court; provided, however, in the that in the case of the termination of the Debtors' use of Cash Collateral or enforcement of liens or other remedies with respect to DIP Collateral pursuant to clause (2) above, the DIP RCF Agent shall file a motion with the Bankruptcy Court seeking emergency relief to exercise such remedies on at least five (5) business days' written notice (the "**Enforcement Notice Period**") seeking an emergency hearing before the Bankruptcy Court(an "**Enforcement Hearing**").

At the Enforcement Hearing, the Bankruptcy Court may consider whether an Event of Default has occurred and may fashion an appropriate remedy, including permitting the DIP RCF Agent to exercise the rights and remedies provided for in the DIP RCF Credit Agreement and/or the Interim Order; provided, that during the Enforcement Notice Period, the Debtors are permitted to use Cash Collateral to fund the Carve_Out and and meet payroll obligations and pay expenses associated with the Debtors' businesses that are necessary to avoid immediate and irreparable harm to the Debtors' estates, in accordance with the Budget (subject to the Permitted Variances); provided, further, that, prior to the expiration of the Enforcement Notice Period, the Debtors and any Committee may seek an emergency hearing before the Bankruptcy Court, with prompt notice of such hearing to the primary counsel to each of the DIP Agents, to contest whether an Event of Default occurred and to seek non-consensual use of Cash Collateral. For the avoidance of doubt, the Enforcement Notice Period shall not expire until the conclusion of the Enforcement Hearing.

Without limiting the foregoing, but subject to the Enforcement Notice Period, upon the occurrence and during the continuation of an Event of Default, each DIP RCF Secured Party (and its respective affiliates, including its various branches and offices) shall have the authority, subject to obtaining the prior written consent of the DIP RCF Agent and to the fullest extent permitted by applicable law, to set off and apply any and all deposits (of whatever type and in whatever currency) at any time held and other obligations or claims (of whatever type and in whatever currency) at any time owing by such DIP RCF Secured Party (or its affiliate) to or for the credit or account of the Borrower or any Guarantor against any and all of the DIP RCF Obligations of the Borrower or any Guarantor to such DIP RCF Secured Party; provided that the DIP RCF Documents shall contain provisions with respect to setoff (and sharing of proceeds of setoff) substantially similar to the Prepetition Revolver Documents. The foregoing right of setoff shall apply irrespective of whether such DIP RCF Secured Party has made any demand under the DIP RCF Documents and even if the DIP RCF Obligations of the Borrower are contingent or unmatured.

Maturity/Termination Date:

The DIP RCF Facility and the Debtors' right to use Cash Collateral (as applicable) shall automatically terminate without further notice or court proceedings on the earliest to occur of (i) four months after the Petition Date (the "**Scheduled Maturity Date**"); (ii) the date of termination of the Revolving DIP Loan Commitment and/or acceleration of any outstanding borrowings under the DIP RCF Facility pursuant to an Event of Default; (iii) the date of termination of the commitments under the DIP TL Facility or acceleration of amounts owed by any Debtor thereunder (iv) the first business day on which the Interim Order expires by its terms or is terminated, unless the Final Order has been entered and become effective prior thereto; (v) the conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the DIP RCF Agent; (vi) the dismissal of any of the Cases, unless otherwise consented to in writing by the DIP RCF Agent; (vii) the closing of a sale of substantially all of the equity or assets of the Debtors (unless effectuated pursuant to a confirmed chapter 11 plan); (viii) the date of repayment in cash in full by the Debtors of all DIP RCF Obligations and termination of the Revolving DIP Loan Commitment in accordance with the terms of the DIP RCF Facility; and (ix) the effective date of any Debtor's plan of reorganization confirmed in the Cases (the "**Termination Date**"), unless extended, as to the DIP RCF Facility, with the prior written consent of the DIP RCF Agent and the DIP RCF Secured Parties, and as to the use of Cash Collateral, with the prior written consent of the Prepetition RCF Agent and Prepetition RCF Lenders.

Assignments and Participations:

The DIP RCF Lenders will be permitted to assign DIP RCF Loans and Revolving DIP Loan Commitments under the DIP RCF Credit Agreement in accordance with the terms of the Prepetition RCF Credit Agreement.

The DIP RCF Secured Parties will be permitted to assign the SOA and SSA in accordance with the terms of the existing agreements.

Adequate Protection for Prepetition RCF Agent, Prepetition RCF Lenders, Term Administrative Agent, Term Collateral Agent, and Term Creditors:

Subject to the Carve-Out, the Prepetition RCF Agent shall receive the following as adequate protection for the benefit of the Prepetition RCF Secured Parties:

i. a super-priority claim under Section 507(b) of the Bankruptcy Code against each of the Debtors, with priority over all administrative expense claims and unsecured claims now existing or after arising, provided, however, that such super-priority claim shall be junior and subject to the Carve-Out, the super-priority claim of the DIP RCF Agent for the benefit of the DIP RCF Lenders in respect of the DIP RCF Facility;

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ii. a second priority, valid, enforceable, fully perfected security interest in and replacement lien on the DIP RCF Collateral, subordinate only to (a) the liens of the DIP RCF Agent for the benefit of the DIP RCF Secured Parties in respect of the DIP RCF Facility, (b) Permitted Liens (as defined in the Prepetition RCF Credit Agreement), and (d) the Carve-Out (the "**RCF Adequate Protection Liens**");

iii. payment by the Debtors of the reasonable, documented out-of-pocket fees, costs and expenses incurred or accrued by the Prepetition RCF Agent (the foregoing to include all unpaid prepetition fees, costs and expenses) in connection with any and all aspects of the Debtors' Cases, and including the reasonable and documented out-of-pocket fees and expenses of the legal advisors and any financial advisors and/or investment bankers to the Prepetition RCF Agent and other professionals, hired by or on behalf of the Prepetition RCF Agent;

iv. upon closing of the DIP RCF Facility, payment in cash of all accrued and unpaid interest at the non-default rate and fees then owing, in each case, under the Prepetition RCF Credit Agreement; and

v. so long as the loans under the Prepetition RCF Facility (the "**Prepetition RCF Loans**") shall not have become Roll-Up RCF Loans, the Prepetition RCF Lenders shall be entitled to cash payment of all interest accruing postpetition under the Prepetition Revolver Documents at the non-default rate and fees, in each case, as and when due pursuant to the Prepetition Revolver Documents;

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provided, however, that (x) the adequate protection claims and liens described in the preceding clauses (i) and (ii) shall be granted only to the extent of any diminution in the value of any Cash Collateral or other collateral arising as a result of (A) the use, sale, or lease of Cash Collateral or other collateral, (B) the granting of priming liens to secure the DIP RCF Facility or (C) the imposition of the automatic stay, and (y) the adequate protection claim described in the preceding clause (i) and the adequate protection liens described in the preceding clause (ii) shall not attach to any Avoidance Actions but shall attach to any Avoidance Action Proceeds, subject to entry of the Final Order.

The DIP Orders shall provide for adequate protection in the form of replacement liens and superpriority claims, financial reporting and rights of access and information, payment of fees and expenses of professionals (as described below) for the benefit of the Term Administrative Agent, Term Collateral Agent, and the Term Creditors, in each case, to the extent permitted by the Intercreditor Agreements.

The foregoing adequate protection liens shall be deemed automatically perfected as of the Petition Date without further action, although if the DIP RCF Agent, the Prepetition RCF Agent, the Term Administrative Agent, or the Term Collateral Agent determine to file any financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be lifted to allow such filings.

Carve-Out: See Exhibit A attached hereto.

Estate Professional Fees: DIP Orders to include language confirming that nothing in such orders or otherwise shall be construed as consent to the allowance of any fees, expenses, reimbursement or compensation sought by any professional retained by the Debtors or the Creditors' Committee, or shall affect the right of any party in interest, including any DIP RCF Secured Party or any Prepetition RCF Secured Party, to object to the allowance and payment of any such fees, expenses, reimbursement or compensation.

Section 506(c) Waiver: Subject to and effective upon entry of the Final Order, except to the extent of the Carve-Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any collateral pursuant to Section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP RCF Agent or the Prepetition RCF Agent, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP RCF Secured Parties or the Prepetition RCF Secured Parties; provided that the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP RCF Secured Parties or Prepetition RCF Secured Parties upon the DIP RCF Collateral or the Prepetition RCF Collateral (as defined below), as applicable.

Waiver of Marshaling: Except to the extent of the Carve Out, (i) in connection with any disposition of or exercise of rights and remedies with respect to the DIP RCF Collateral, the DIP RCF Agent shall use commercially reasonable efforts to first apply proceeds of the DIP RCF Collateral that is not Prepetition RCF Collateral to satisfy the DIP RCF Obligations before applying proceeds of DIP RCF Collateral that is Prepetition RCF Collateral to satisfy the DIP RCF Obligations and (ii) subject to and effective upon entry of the Final Order, the DIP RCF Secured Parties and the Prepetition RCF Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the collateral securing the DIP RCF Obligations, Prepetition RCF Obligations, or the RCF Adequate Protection Obligations (as defined in the DIP Orders).

Section 552(b):

Subject to and effective upon entry of the Final Order, the DIP RCF Secured Parties and the Prepetition RCF Secured Parties shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code, the "equities of the case" exception under sections 552(b)(i) and (ii) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of their collateral, and no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the collateral under Section 552(b) of the Bankruptcy Code (subject to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order).

Furthermore, the Debtors and their estates shall be deemed to have irrevocably waived and have agreed not to assert any claim or right under Sections 552 or 726 of the Bankruptcy Code to avoid the imposition of DIP RCF Liens, RCF Adequate Protection Liens or the Prepetition RCF Liens on any property acquired by any of the Debtors or any of their estates or to seek to surcharge any costs or expenses incurred in connection with the preservation, protection or enhancement of, or realization by, the DIP RCF Secured Parties and the Prepetition RCF Secured Parties upon the DIP RCF Collateral or the Prepetition RCF Collateral, as applicable (subject to any provisions of the Final Order with respect to costs or expenses incurred following the entry of such Final Order)

No Priming or Pari Passu Liens:

No order shall be entered authorizing or approving any liens or encumbrances on the DIP RCF Collateral or the Prepetition RCF Collateral, as applicable, senior to or *pari passu* with the liens of the Prepetition RCF Agent for the benefit of the Prepetition RCF Lenders, or the DIP RCF Agent for the benefit of the DIP RCF Secured Parties other than as otherwise contemplated herein.

Acknowledgement/Stipulations:

The Debtors shall stipulate and acknowledge (i) to the amount, validity, priority and enforceability of the Prepetition RCF Obligations, (ii) that the Prepetition RCF Agent for the benefit of the Prepetition RCF Lenders has a valid, enforceable and fully perfected first priority lien in all of the collateral under the Prepetition Revolver Documents (the "**Prepetition RCF Collateral**"), including Cash Collateral, and all proceeds thereof, subject only to the DIP RCF Liens and the Carve-Out, (iii) that the Prepetition RCF Collateral is declining in value on a daily basis as the result of the Debtors' business operations, including capital expenditure and cash flow, and (iv) such additional matters as are reasonably customary for similarly situated chapter 11 cases (collectively, the "**Debtors' Stipulations**"). Upon entry of the Interim Order, but subject to entry of the Final Order, the Debtors shall provide a full release to DIP RCF Secured Parties and the Prepetition RCF Secured Parties.

Challenge Period:

The DIP Orders shall establish a deadline that (i) in the case of a Creditors' Committee, is no earlier than 60 days after the appointment of such committee, or (ii) in the case of any other party in interest, is within 75 days of the entry of the Interim Order, by which the Creditors' Committee, or any creditor or other party-in-interest (in any case, which has obtained the requisite standing) must commence an adversary proceeding, if at all, against the Prepetition RCF Secured Parties (as defined in the DIP Orders) for the purpose of challenging the validity, extent, priority, perfection and enforceability of the prepetition secured debt under the Prepetition RCF Credit Agreement or the other Prepetition Revolver Documents, or the liens, claims and security interests in the Prepetition RCF Collateral in favor of the Prepetition RCF Agent or the Prepetition RCF Secured Parties or otherwise asserting any claims or causes of action against the Prepetition RCF Agent or such Prepetition RCF Secured Parties on behalf of the Debtors' estates; provided, however, that nothing contained in this RCF DIP Term Sheet, the DIP RCF Documents or the DIP Orders shall be deemed to confer standing on the Creditors' Committee or any other party in interest to commence such an adversary proceeding. If such an adversary proceeding is not commenced within such period, then the Prepetition RCF Secured Parties Debtors' Stipulations shall automatically become binding on all parties in interest in the Cases and the liens of the Prepetition RCF Agent on behalf of the Prepetition RCF Secured Parties shall be valid, perfected, enforceable and unavoidable without any further action by the Prepetition RCF Secured Parties under the terms of the DIP Orders.

None of the Carve-Out, any Cash Collateral, the DIP RCF Facility, the DIP RCF Collateral, or the Prepetition RCF Collateral may be used to challenge the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset to (a) the DIP Documents, the Term Loan Credit Agreement (each as defined in the Restructuring Support Agreement), and any and all related guarantees, security agreements, mortgages, intercreditor agreements and other security documents entered into in connection therewith (collectively with the Term Loan Credit Agreement, the "**Prepetition Term Loan Documents**"), or the Prepetition Revolver Documents; (b) the security interests and liens securing any of the obligations under the DIP Documents, the Prepetition Term Loan Documents, or the Prepetition Revolver Documents; or (c) to fund prosecution or assertion of any claims, or to otherwise litigate against the Agents (as defined in the Restructuring Support Agreement), any DIP RCF Secured Party, any lenders under the Term Loan Facility (as defined in the Restructuring Support Agreement), or any Prepetition RCF Secured Party; provided that up to $75,000 shall be made available to the Creditors' Committee for investigation costs in respect of the stipulations set forth in the DIP Orders, which amount may be included in the Carve-Out.

Expenses:

The reasonable, documented out-of-pocket fees, costs and expenses incurred by the DIP RCF Agent (the foregoing to include all unpaid prepetition fees, costs and expenses incurred by the DIP RCF Agent in connection with the DIP RCF Facility) in connection with any and all aspects of the Debtors' Cases, including, without limitation, the reasonable and documented out-of-pocket fees and expenses of the DIP RCF Agent's legal counsel (Sidley Austin LLP), and financial advisor (RPA Advisors, LLC) and other professionals, hired by or on behalf of the DIP RCF Agent with the Debtors' reasonable consent, shall be payable by the Debtors under the DIP RCF Facility promptly upon submission by such professional of a summary invoice setting forth such fees, costs, and expenses.

Indemnification:	The Debtors shall agree to indemnify and hold harmless the DIP RCF Agent and the DIP RCF Secured Parties and each of their respective affiliates and each of their respective officers, directors, employees, agents, advisors, attorneys and representatives (each, an "**Indemnified Party**") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable and documented out-of-pocket fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defense in connection therewith), arising out of or in connection with or by reason of the transactions contemplated hereby; provided that any such indemnities payable by the Debtors in connection with the DIP RCF Documents shall be subject to the prior approval of the Bankruptcy Court. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any of the Debtors, any of their respective directors, security holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated.
Confidentiality:	Except as required by law or in connection with the implementation of this RCF DIP Term Sheet, the terms hereof will be kept strictly confidential by each of the Debtors and may only be disclosed to such Debtor's affiliates, legal counsel, financial advisors and consultants who have been informed of, and agree to abide by, the confidentiality of this RCF DIP Term Sheet. To the extent that any disclosure becomes legally required, the DIP RCF Agent shall be notified promptly and before the required disclosure is made.
Governing Law:	The laws of the State of New York (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code.

Schedule 1

Guarantors

1. Agribody Technologies, Inc.
2. BKRF HCB, LLC
3. BKRF HCP, LLC
4. BKRF OCB, LLC
5. BKRF OCP, LLC
6. GCE Holdings Acquisitions, LLC
7. GCE International Development, LLC
8. GCE Operating Company, LLC
9. GCEH CS Acquisition, LLC
10. GCEH Ventures, LLC
11. Global Clean Energy Holdings, Inc.
12. Global Clean Energy Texas, LLC
13. Rosedale FinanceCo LLC
14. Sustainable Oils, Inc.

Schedule 2

DIP RCF Lender Commitments

RCF Lender	DIP RCF Credit Agreement Commitment
Vitol Americas Corp.	$100 million, subject to the Borrowing Base

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Schedule 3

Interest Rate and Fees

DIP RCF Interest Rate	Revolving DIP Loans: 12.50% Roll-Up RCF Loans: 12.50%
Default RCF Interest Rate	Applicable rate plus an additional 2.00% per annum
Facility Fee	5.00% per annum on the average unused portion of the DIP RCF Credit Agreement Commitment, calculated and paid quarterly in arrears (or monthly if an Event of Default exists), and on the Maturity Date or earlier termination.

Exhibit A

Carve-Out

1. Carve-Out.

(a) Carve-Out. As used in this Interim Order, the "Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees"), including any restructuring fee, sale fee, financing fee, or other success fee, incurred by and payable to persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals") and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP TL Agent or the DIP RCF Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons (excluding any unearned (as of the date of the Carve-Out Trigger Notice) restructuring fee, sale fee, financing fee, or other success fee) in an aggregate amount not to exceed $1,000,000 incurred after the first business day following delivery by the DIP TL Agent or the DIP RCF Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap"). For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP TL Agent or the DIP RCF Agent to the Debtors, their lead restructuring counsel, counsel to the DIP TL Agent (if delivered by the DIP RCF Agent), counsel to the DIP RCF Agent (if delivered by the DIP TL Agent), the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP TL Credit Agreement or the DIP RCF Credit Agreement, respectively, stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors (or Debtors' counsel) a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "Estimated Fees and Expenses") incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); provided that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause the Weekly Statements and such additional weekly statement to be delivered on the same day received to the DIP Agents' respective counsel). If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve-Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person.

(c) Carve-Out Reserves.

(i) Commencing with the week ended April 18, 2025, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the DIP Agents, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the approved Budget during such week, *plus* (b) the Post Carve-Out Trigger Notice Cap (which, for the avoidance of doubt, shall not be funded into such reserve more than once), *plus* (c) an amount equal to the amount of Allowed Professional Fees set forth in the Approved Budget for the week occurring after the most recent Calculation Date; *provided* that no amounts on account of any particular day's unpaid Estimated Fees and Expenses or Allowed Professional Fees, as applicable, shall be funded into such reserve more than once. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "Funded Reserve Account") to pay such Allowed Professional Fees prior to satisfying any and all other claims or obligations, and all payments of Allowed Professional Fees incurred (whether prior to or after the Termination Declaration Date) shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve-Out Trigger Notice is given by the DIP TL Agent or the DIP RCF Agent, as applicable, to the Debtors with a copy to counsel to the Committee (the "Termination Declaration Date"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall, utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve-Out Trigger Notice Reserve") prior to satisfying any other claims or obligations. On the Termination Declaration Date, the Carve-Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, after funding the Pre-Carve-Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve-Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such Allowed Professional Fees benefiting from the Post-Carve-Out Trigger Notice Cap (the "Post-Carve-Out Trigger Notice Reserve" and, together with the Pre-Carve-Out Trigger Notice Reserve, the "Carve-Out Reserves") prior to any and all other claims.

(d) Application of Carve-Out Reserves.

(i) All funds in the Pre-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve-Out set

forth above (the "Pre-Carve-Out Amounts"), but not, for the avoidance of doubt, the Post-Carve-Out Trigger Notice Cap, until indefeasibly paid in full. If the Pre-Carve-Out Trigger Notice Reserve has not been reduced to zero, all remaining funds shall be distributed first to the DIP TL Agent and/or the DIP RCF Agent, as applicable, on account of the applicable DIP Obligations in accordance with the DIP Documents until indefeasibly paid in full, and thereafter to the Prepetition Parties in accordance with their rights and priorities as of the Petition Date, pursuant to any Intercreditor Agreement, and as otherwise set forth in this Interim Order.

(ii) All funds in the Post-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve-Out set forth above (the "Post-Carve-Out Amounts"), and then, to the extent the Post-Carve-Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP TL Agent and the DIP RCF Agent, in the order specified for payment in the DIP Orders, for the benefit of the DIP TL Lenders and DIP RCF Lenders, as applicable, in accordance with the DIP Documents, unless the DIP Obligations have been indefeasibly paid in full, in which case any such excess shall be paid to the Prepetition Parties in accordance with their rights and priorities as of the Petition Date, pursuant to any Intercreditor Agreement.

(iii) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve-Out Reserves is not funded in full in the amounts set forth in Paragraph [●](c), then, any excess funds in one of the Carve-Out Reserves following the payment of the Pre-Carve-Out Amounts and Post-Carve-Out Amounts, respectively (subject to the limits contained in the Post-Carve-Out Trigger Notice Cap), shall be used to fund the other Carve-Out Reserve, up to the applicable amount set forth in Paragraph [●](c), prior to making any payments to the DIP Agents or the Prepetition Parties, as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve-Out Trigger Notice, the DIP TL Agent, the DIP RCF Agent, the Prepetition TL Agent, and the Prepetition RCF Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve-Out Reserves, with any excess paid to the DIP Agents for application in accordance with the DIP Documents.

(v) Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve-Out Reserves shall not constitute DIP RCF Loans, DIP Term Loans, or DIP CTCI Payments or increase or reduce the DIP Obligations, (ii) the failure of the Carve-Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out with respect to any shortfall (as described below), and (iii) subject to the limitations with respect to the DIP Agents, the DIP Lenders, and the Prepetition Parties set forth in this Paragraph [●], in no way shall the Initial Budget, any subsequent Budget, Carve-Out, Post-Carve-Out Trigger Notice Cap or Carve-Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Carve-Out shall be senior to all liens and claims securing the DIP Obligations, the Prepetition Obligations, the Adequate Protection Obligations, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations and the Prepetition Obligations.

(e) Payment of Allowed Professional Fees Prior To the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve-Out.

(f) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Agents, the DIP Lenders, or the Prepetition Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) Payment of Allowed Professional Fees on or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve-Out on a dollar-for-dollar basis and shall be paid first from the Carve-Out Reserves. Any funding of the Carve-Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code, and applicable law.

Exhibit A-2

DIP Term Loan Term Sheet

PROJECT GREEN

SUMMARY OF DIP TERM LOAN FINANCING TERMS

April 16, 2025

This summary of terms (together with all annexes attached hereto, the "**DIP Term Sheet**") sets forth the principal terms of the proposed superpriority, priming secured debtor-in-possession credit facility (the "**DIP TL Facility**," all outstanding obligations arising under the DIP TL Facility, inclusive of any DIP TL Loans (as defined herein), the "**DIP TL Obligations**," the credit agreement evidencing the DIP TL Facility, the "**DIP TL Credit Agreement**," and the DIP TL Credit Agreement, together with the other definitive documents governing the DIP TL Facility and the DIP Orders (as defined herein), the "**DIP TL Documents**," each of which shall be in form and substance acceptable to the applicable DIP Loan Parties, the DIP TL Lenders, and the DIP TL Agent (as defined herein) (the DIP TL Documents, together with the DIP Intercreditor Agreement, the definitive documents governing the DIP RCF Facility, and the DIP CTCI Contract, the "**DIP Documents**"), to be entered into with the DIP Loan Parties (as defined herein)) in connection with the DIP Loan Parties' cases (the "**Chapter 11 Cases**") under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"), as well as the terms of Adequate Protection (as defined herein) for **(i)** holders of claims under that certain Credit Agreement, dated as of May 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Prepetition TL Credit Agreement**," the term loan credit facility provided thereunder, the "**Prepetition TL Facility**," the holders of claims thereunder, the "**Prepetition TL Lenders**," and all related guarantees, security agreements, mortgages, intercreditor agreements, and other security documents entered into in connection therewith, the "**Prepetition TL Documents**"), by and among BKRF OCB, LLC (the "**Company**"), as Borrower, BKRF OCP, LLC, as Holdings, the Lenders from time to time party thereto, and Orion Energy Partners TP Agent, LLC, as the Administrative Agent and Collateral Agent thereunder (the " **Prepetition TL Agent**," and, together with the Prepetition TL Lenders, the "**Prepetition TL Secured Parties**"),[1] and **(ii)** holders of claims under that certain Credit Agreement, dated June 25, 2024 (as amended, restated, supplemented, or

otherwise modified from time to time prior to the date hereof, the "**Prepetition RCF Agreement**," the revolving credit facility provided thereunder, the "**Prepetition RCF Facility**," and all related guarantees, security agreements, mortgages, intercreditor agreements, and other security documents entered into in connection therewith, the "**Prepetition RCF Documents**"), by and among Bakersfield Renewable Fuels, LLC as Borrower, BKRF OCB, LLC and BKRF OCP, LLC as Guarantors, the lenders party thereto (the "**Prepetition RCF Lenders**"), and Vitol Americas Corp. as Administrative Agent and Collateral Agent (the " **Prepetition RCF Agent**," and, together with the Prepetition RCF Lenders, the "**Prepetition RCF Secured Parties**").

This DIP Term Sheet also references (i) the proposed payables financing arrangement (the "**EPC Financing Arrangement**," and the obligations arising therefrom, the "**EPC Obligations**") to be provided by CTCI Americas, Inc. ("**CTCI**") pursuant to a new engineering, procurement, and construction agreement, to be entered into by CTCI and Global Clean Energy Holdings, Inc. in connection with the Chapter 11 Cases (the "**DIP CTCI Contract**") and (ii) the proposed revolving debtor-in-possession financing facility (the "**DIP RCF Facility**," and together with the DIP TL Facility, the "**DIP Facilities**," and, together with the EPC Obligations and the DIP TL Obligations, the "**DIP Obligations**," and (i) the loans extended pursuant to the DIP RCF Facility, and (ii) the obligations of the DIP Loan Parties under the Vitol Transaction Documents, the loans and obligations in the foregoing clauses (i) and (ii), collectively, the "**DIP RCF Loans**") to be provided by the Prepetition RCF Lenders (in such capacity, the "**DIP RCF Lenders**," and, together with the DIP RCF Agent, the "**DIP RCF Secured Parties**") and to be entered into by the DIP Loan Parties in connection with the Chapter 11 Cases. This DIP Term Sheet is not intended to outline or negotiate the terms and conditions associated with the DIP CTCI Contract, the EPC Financing Arrangement, or the DIP RCF Facility, but references thereto are instead intended to provide clarity as to the relation between the DIP TL Facility, the DIP RCF Facility, and the EPC Financing Arrangement.

1 Capitalized terms used but not immediately defined shall have the meanings ascribed to them later in this DIP Term Sheet, in the Prepetition TL Credit Agreement, the DIP TL Credit Agreement, or in the Restructuring Support Agreement (as defined below), as applicable. All references to sections are to those contained in the DIP TL Credit Agreement, unless otherwise expressly indicated.

The DIP TL Facility, the Adequate Protection, and the EPC Financing Arrangement will be subject to the approval of the Bankruptcy Court in accordance with the DIP Orders, the DIP TL Documents, and the DIP CTCI Contract.

This DIP Term Sheet is highly confidential, remains subject to final approval by the Prepetition TL Agent's investment committee, the DIP Loan Parties, and CTCI, and does not constitute a commitment, a contract to provide a commitment, a contract to borrow, an offer to sell, any solicitation to enter into any transaction, or any agreement by the DIP TL Secured Parties and/or the DIP Loan Parties to enter into the financings described herein. This DIP Term Sheet is qualified in its entirety by reference to the DIP TL Documents to be executed by the parties and the DIP Orders to be entered by the Bankruptcy Court, each of which shall constitute the definitive documentation with respect to the DIP TL Facility.

DIP FINANCING AND ADEQUATE PROTECTION TERM SHEET	
DIP Borrower	Global Clean Energy Holdings, Inc., in its capacity as debtor in possession in connection with the Chapter 11 Cases (the "**DIP Borrower**" and, together with its subsidiaries and affiliates that are debtors in the Chapter 11 Cases, the "**Debtors**"), shall be the borrower under the DIP TL Facility.
DIP Guarantors	The DIP TL Obligations shall be guaranteed by all Debtors (other than the DIP Borrower) in the Chapter 11 Cases, including Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (collectively, the "**DIP Guarantors**," and together with the DIP Borrower, the "**DIP Loan Parties**").
DIP TL Agent	The Prepetition TL Agent shall serve as the "**DIP TL Agent**" (and together with the DIP RCF Agent, the "**DIP Agents**").
DIP TL Lenders	The DIP TL Loans shall be provided by certain of the Prepetition TL Lenders (or their affiliates) (such lenders, the "**DIP TL Lenders**," and, together with the DIP TL Agent, the "**DIP TL Secured Parties**").
Amount & Type	A superpriority senior secured priming debtor-in-possession loan facility, senior on a consensual basis to all outstanding indebtedness under the Prepetition TL Credit Agreement and the Prepetition CTCI Agreement, comprising: (i) new money term loans from the DIP TL Lenders in an aggregate principal amount of $25 million (the "**New Money DIP TL Loans**"); and (ii) subject to entry of the Final DIP Order, $50 million in roll-up tranche D claims to be issued to the DIP TL Lenders on account of obligations under the Prepetition TL Credit Agreement (the "**Roll-Up DIP TL Loans**," and together with the New Money DIP TL Loans, the "**DIP TL Loans**," and the DIP TL Loans, collectively with the DIP RCF Loans, the "**DIP Loans**").

	The DIP TL Lenders shall make the New Money DIP TL Loans available to the DIP Borrower in the following manner (in each case upon the satisfaction or waiver of conditions precedent customary for financings of this type, including those described below): (i) Upon the Bankruptcy Court's entry of the Interim DIP Order (as defined herein) approving the DIP Facilities, the DIP TL Lenders shall fund $15 million of New Money DIP TL Loans (the "**Interim Order DIP TL Loans**") to the DIP Borrower (such funding date, the "**Closing Date**"); and (ii) Upon the Bankruptcy Court's entry of the Final DIP Order (as defined herein) approving the DIP Facilities, the DIP TL Lenders shall fund $10 million of New Money DIP TL Loans (the "**Final Order DIP TL Loans**") to the DIP Borrower in accordance with the Budget and the DIP TL Documents. The New Money DIP TL Loans shall be funded into an account which will be subject to a springing account control agreement in favor of the DIP TL Agent and from which the DIP Borrower may draw in accordance with the Budget.

DIP Financing Maturity Date	The earliest to occur of (i) the date that is six months after the Petition Date, (ii) the Plan Effective Date or (iii) the termination of the Restructuring Support Agreement. The DIP Financing Maturity Date may be extended with the written consent (which may be by email) of the DIP TL Agent, in its sole discretion.
DIP TL Facility Interest Rate	The DIP TL Loans shall bear interest at a rate of 8.00% per annum, payable monthly in arrears in kind. Upon the occurrence and during the continuation of an Event of Default, at the election of the Required Lenders, all principal and past due interest under the DIP TL Facility will bear interest at the applicable rate, plus 2.00% per annum.
Fees	None.
Exit Commitment	On the Plan Effective Date, the outstanding DIP TL Obligations shall be converted as specified in the Exit Facilities Term Sheet.
DIP TL Facility Mandatory Prepayments	Mandatory prepayment provisions customary for financings of the DIP TL Facility's type.

Use of Proceeds	The proceeds of the DIP TL Loans and Cash Collateral (as defined in section 363(a) of the Bankruptcy Code) shall be used by the Debtors (i) only in accordance with the Budget (as defined herein), including the applicable Variance Limit, and to fund the Carve-Out (as defined herein), and (ii) only to fund costs not otherwise contemplated to be funded by CTCI under the DIP CTCI Contract, as set forth in summary below and as described in further detail in the DIP CTCI Contract. The Borrower will not use the proceeds of the Loans to fund costs contemplated to be funded by CTCI under the DIP CTCI Contract unless and until CTCI has funded $75 million of costs under the DIP CTCI Contract. Notwithstanding the foregoing, none of the DIP Facilities, the DIP Collateral (as defined herein), the collateral securing the obligations arising under Prepetition TL Credit Agreement or the Prepetition RCF Agreement (the "**Prepetition Collateral**") or the Carve-Out, or the proceeds of any of the foregoing, shall be used: (i) to permit the Debtors, or any other party-in-interest, or their representatives to challenge or otherwise contest or institute any proceeding to determine (x) the amount, validity, perfection or priority of security interests in favor of any of the DIP TL Secured Parties, the Prepetition TL Secured Parties, the DIP RCF Secured Parties, the Prepetition RCF Secured Parties, or, so long as neither any Debtor nor CTCI has breached or terminated the Restructuring Support Agreement, CTCI, or (y) the amount, validity or enforceability of the obligations of the Debtors under the DIP TL Facility, the DIP RCF Facility, the DIP CTCI Contract, the Prepetition TL Facility, the Prepetition RCF Facility, or, so long as neither any Debtor nor CTCI has breached or terminated the Restructuring Support Agreement, the Prepetition CTCI Agreement; (ii) to prevent, hinder, or otherwise delay the DIP TL Agent's, the DIP RCF Agent's, or CTCI's assertion, enforcement or realization on the DIP Collateral in accordance with the DIP Documents or the DIP CTCI Contract, as applicable, or the DIP Orders; (iii) to seek to modify any of the rights granted to the DIP TL Secured Parties, the DIP RCF Secured Parties, or CTCI under the DIP Orders, the DIP Documents, or the DIP CTCI Contract, as applicable, without the prior written consent of the DIP TL Agent (with respect to rights granted to the DIP TL Agent and the DIP TL Lenders), the DIP RCF Agent (with respect to rights granted to the DIP RCF Agent or the DIP RCF Lenders), or CTCI (with respect to rights granted to CTCI), which may be given or withheld by the DIP TL Agent, the DIP RCF Agent, and CTCI, as applicable, in the exercise of their sole discretion; (iv) to seek to modify any of the Adequate Protection rights granted to the Prepetition TL Secured Parties or the Prepetition RCF Secured Parties under the DIP Orders without the prior written consent of the Prepetition TL Agent (with respect to rights granted to the Prepetition TL Agent and the Prepetition TL Lenders) and the Prepetition RCF Agent (with respect to rights granted to the Prepetition RCF Agent or the Prepetition RCF Lenders), which may be given or withheld by the Prepetition TL Agent and the Prepetition RCF Agent, as applicable, in the exercise of their sole discretion;

	(v) to pay, subject to the Carve-Out, any amount on account of any claims arising prior to the Petition Date unless such payments are (x) approved by an order of the Bankruptcy Court (including, without limitation, under the DIP Orders) and (y) permitted under the DIP Documents or the DIP CTCI Contract, as applicable, or (vi) to investigate, analyze, commence, prosecute, threaten or defend any claim, motion, proceeding, or cause of action, or assert any defense or counterclaim, in each case, directly or indirectly, against any of the DIP TL Secured Parties, the DIP RCF Secured Parties, the Prepetition TL Secured Parties, the Prepetition RCF Secured Parties, or CTCI (so long as neither any Debtor nor CTCI has breached or terminated the Restructuring Support Agreement), or any of their agents, attorneys, advisors or representatives, including, without limitation, lender liability claims or claims pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise; *provided* that up to $75,000 from the aggregate proceeds of the DIP TL Facility and the DIP RCF Facility shall be made available to any appointed official committee of unsecured creditors ("**Committee**") for investigation costs in respect of the stipulations set forth in the DIP Orders.

DIP Orders	The interim order approving the DIP TL Facility, which shall be in form and substance acceptable to the DIP TL Agent with respect to matters pertaining to the DIP TL Facility (the "**Interim DIP Order**"), shall, among other things, authorize and approve (i) the borrowing and making of the Interim Order DIP TL Loans, (ii) the granting of the superpriority claims and liens against the DIP Loan Parties and their assets in accordance with this DIP Term Sheet and the DIP TL Documents, in all respects subject to the Carve-Out, (iii) the payment of all fees and expenses (including the fees and expenses of outside counsel and financial advisors) required to be paid to, or for the benefit of the DIP TL Agent and the DIP TL Lenders, (iv) the use of Cash Collateral, (v) customary stipulations by the Debtors, which shall be binding upon third parties (including any Committee) subject to any successful challenge by such third parties that is brought within 75 days of entry of the Interim DIP Order (or, solely with respect to the Committee, within 60 days of its formation) by any Committee and other interested parties (the "**Challenge Period**"), and (vi) the granting of the Adequate Protection. The final order approving the DIP TL Facility, which shall be substantially in the same form as the Interim DIP Order (which final order shall contain, except as provided in this paragraph, only such modifications as are necessary to convert the Interim DIP Order into a final order or otherwise satisfactory to the DIP TL Agent with respect to matters pertaining to the DIP TL Facility) (the "**Final DIP Order**" and, together with the Interim DIP Order, the "**DIP Orders**"), shall, among other things, authorize and approve: (i) the Final Order DIP TL Loans, (ii) the Roll-Up DIP TL Loans, subject to any successful challenge brought within the Challenge Period, (iii) the 506(c) Waiver, (iv) the 552(b) Waiver, (v) customary releases by the Debtors, and (vi) the Marshaling Waiver,.

DIP Collateral	Subject to the Carve-Out, the DIP RCF Credit Agreement, the Vitol Transaction Documents and any other Permitted Liens contemplated by the DIP TL Credit Agreement, all DIP TL Obligations shall be secured, pursuant to sections 361, 362, 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, as follows: (i) The DIP TL Obligations arising under the DIP TL Documents shall be secured by a valid, binding, continuing, enforceable, fully-perfected, non-avoidable, priming, automatically and properly perfected lien on, and security interest in (such liens and security interests, the "**DIP Liens**"), all present and after-acquired property of the DIP Loan Parties (the "**DIP Collateral**"), which lien and security interest shall be junior to any liens on DIP Collateral securing the DIP RCF Obligations and the Prepetition RCF Facility (if any), and *pari passu* with any lien and security interest securing obligations under the DIP CTCI Contract, but senior to all other liens on and security interests in the DIP Collateral. Until the RCF Obligations Payment Date (as defined in the DIP Intercreditor Agreement), the RCF Representative (as defined in the Intercreditor Agreement) shall have exclusive enforcement rights with respect to any Collateral (as defined in the Intercreditor Agreement). "**DIP Intercreditor Agreement**" means that certain Intercreditor Agreement, dated as of April 16, 2025, by and among Vitol Americas Corp. as RCF Representative, Orion Energy Partners TP Agent, LLC as Term Loan Representative, CTCI, the lenders party thereto from time to time, the DIP Borrower, and the DIP Guarantors.
Priority of the DIP TL Facility	All DIP TL Obligations shall, subject to the Carve-Out, the DIP RCF Credit Agreement, and the Vitol Transaction Documents, at all times be entitled to superpriority administrative expense claim status in the Chapter 11 Case of each DIP Loan Party, having priority over all administrative expenses and claims of any kind or nature whatsoever, specified in or ordered pursuant to section 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113 or 1114 or any other provisions of the Bankruptcy Code, but junior to the superpriority administrative expense claims granted in connection with the DIP RCF Credit Agreement and the Vitol Transaction Documents and *pari passu* with the superpriority administrative expense claims granted in connection with the DIP CTCI Contract.

Adequate Protection	As adequate protection (the "**Adequate Protection**") for any diminution in value ("**Diminution in Value**"), including any diminution arising from (a) the sale, lease or use by the Debtors' of property subject to prepetition liens and security interests (including Cash Collateral), (b) the incurrence of the DIP TL Facility, the DIP CTCI Contract, and the DIP RCF Facility and the Vitol Transaction Documents and the priming of such prepetition security interests and liens and (c) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code: The Prepetition TL Agent (on behalf of the Prepetition TL Lenders) shall be entitled to receive, in connection with any amounts outstanding under the Prepetition TL Credit Agreement to the extent such amounts are not converted into Roll-Up DIP TL Loans: (i) a perfected security interest in and lien on the DIP Collateral, which shall be subject to and immediately junior in priority to the Carve-Out, the DIP Liens, the liens securing the DIP RCF Obligations, the RCF Adequate Protection Lien, and Permitted Liens contemplated by the DIP TL Credit Agreements, but with priority over all other liens on the DIP Collateral (the "**TL Adequate Protection Lien**"); (ii) superpriority administrative expense claim status in the Chapter 11 Case of each DIP Loan Party, solely to the extent of any Diminution in Value, with priority over all administrative expenses and claims of any kind or nature whatsoever, specified in or ordered pursuant to section 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113 or 1114 or any other provisions of the Bankruptcy Code, subject and junior only to the Carve-Out, the RCF Adequate Protection Claim, and the superpriority administrative expense claims granted to the DIP TL Secured Parties, CTCI (on account of the DIP CTCI Contract), and the DIP RCF Secured Parties (the "**TL Adequate Protection Claim**"); and

	(iii) payment of the reasonable and documented legal and other professional fees and expenses of the Prepetition TL Agent required to be reimbursed by the Debtors pursuant to the terms of the Prepetition TL Credit Agreement. The Prepetition RCF Agent (on behalf of the Prepetition RCF Lenders) shall be entitled to receive, in connection with any amounts outstanding under the Prepetition RCF Agreement, solely to the extent of any Diminution in Value and to the extent such amounts are not converted into roll-up debtor-in-possession financing loans: (i) a perfected security interest in and lien on the DIP Collateral, which shall be subject to and immediately junior in priority to the Carve-Out, the DIP Liens, liens securing the DIP RCF Obligations, and Permitted Liens contemplated by the DIP TL Credit Agreement, but with priority over all other liens on the DIP Collateral (the "**RCF Adequate Protection Lien**");

	(ii) superpriority administrative expense claim status in the Chapter 11 Case of each DIP Loan Party, with priority over all administrative expenses and claims of any kind or nature whatsoever, specified in or ordered pursuant to section 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113 or 1114 or any other provisions of the Bankruptcy Code, subject and junior only to the Carve-Out and the superpriority administrative expense claim granted to the DIP TL Lenders, CTCI (on account of the DIP CTCI Contract), and the DIP RCF Lenders (the "**RCF Adequate Protection Claim**"); and (iii) payment of the reasonable and documented legal and other professional fees and expenses of the Prepetition RCF Agent required to be reimbursed by the Debtors pursuant to the terms of the Prepetition RCF Agreement.
Documentation	The DIP TL Credit Agreement, the DIP RCF Facility, the DIP CTCI Contract and the other documentation with respect to the DIP Obligations (collectively, the "**DIP Documentation**") shall be in the form of the existing forms of (a) the DIP TL Credit Agreement, (b) the DIP RCF Credit Agreement, and (c) the DIP CTCI Contract (in each case as distributed by Kirkland & Ellis LLP, counsel to the Debtors, on April 16, 2025). The foregoing, in each case, referred to herein, collectively, as the "**Documentation Principles**".
Events of Default	In each case, subject to Documentation Principles: (a) Borrower shall fail to pay any principal of any Loan (including any Accrued Interest that has been added to principal) when and as the same shall become due and payable, whether at the due date thereof or, in the case of payments of principal due pursuant to Section 2.06(b), at a date fixed for prepayment thereof; or (b) Borrower shall fail to pay, when the same shall be due and payable, (i) any interest on any Loan and such failure is not cured within five (5) Business Days or (ii) any fee or any other amount (other than an amount referred to in clause (a) or (b)(i) of this Section) payable under this Agreement or under any other Financing Document when and as the same shall become due and payable, and such failure shall continue unremedied for a period of ten (10) Business Days; or (c) any representation or warranty made by or deemed made by any Loan Party in this Agreement or any other Financing Document, or in any certificate or other document furnished to any Secured Party by or on behalf of such Loan Party in accordance with the terms hereof or thereof shall prove to have been incorrect in any material respect as of the time made or deemed made, confirmed or furnished (or, in the case of any such representation or warranty under this Agreement or any other Financing Document already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made; provided that such misrepresentation or such incorrect statement shall not constitute an Event of Default if (i) such condition or circumstance is not reasonably expected to result in a Material Adverse Effect and (ii) the facts or conditions giving rise to such misstatement are cured in such a manner as to eliminate such misstatement (or as to cure the adverse effects of such misstatement) within thirty (30) days after obtaining notice of such Default; provided, further that, if (A) such Default is not reasonably susceptible to cure within such thirty (30) days, (B) such Loan Party is proceeding with diligence and good faith to cure such Default and such Default is susceptible to cure and (C) the existence of such failure has not resulted in a Material Adverse Effect, such thirty (30) day period shall be extended as may be necessary to cure such failure, such extended period not to exceed ninety (90) days in the aggregate (inclusive of the original thirty (30) day period); or

	(d) any Loan Party shall fail to observe or perform any covenant or agreement, as applicable, contained in: (i) Sections 5.01 (as to existence), 5.11(f), 5.13, 5.30 or Article VI; or (ii) (A) Section 5.10(a), 5.10(b) or 5.10(c), and such failure has continued unremedied for a period of thirty (30) days, or (B) Section 5.06(a), and such failure has continued unremedied for a period of fifteen (15) Business Days; or (iii) Section 5.10(f) and such failure has continued unremedied for forty-five (45) days; provided, that any such Event of Default that occurs and is continuing solely as a result of a failure of any Loan Party to provide a notice, a report, a budget, a certificate, financial statements or a similar written deliverable pursuant to Sections 5.10 or 5.11 (other than Section 5.11(f)) (collectively a "Reporting Deliverable") prior to the date set forth herein with respect thereto or the expiration of the time period specified for the delivery of such Reporting Deliverable shall be deemed to be cured upon delivery of such Reporting Deliverable to the DIP Term Loan Agent within the applicable cure period set forth under this Section 7.01(d), notwithstanding that the time period for delivery of such Reporting Deliverable shall have expired or passed under Sections 5.10 or 5.11; or

	(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Financing Document (other than those specified in clause (a), (b), (c) or (d) of this Section) and such failure shall continue unremedied for a period of thirty (30) days; provided that, if (A) such failure is not reasonably susceptible to cure within such thirty (30) days, (B) such Loan Party is proceeding with diligence and good faith to cure such Default and such Default is susceptible to cure and (C) the existence of such failure has not resulted in a Material Adverse Effect, such thirty (30) day period shall be extended as may be necessary to cure such failure, such extended period not to exceed ninety (90) days in the aggregate (inclusive of the original thirty (30) day period); provided, that any such Event of Default that occurs and is continuing solely as a result of a failure of any Loan Party to provide a Reporting Deliverable prior to the date set forth herein with respect thereto or the expiration of the time period specified for the delivery of such Reporting Deliverable shall be deemed to be cured upon delivery of such Reporting Deliverable to the DIP Term Loan Agent within the applicable cure period set forth under this Section 7.01(e), notwithstanding that the time period for delivery of such Reporting Deliverable shall have expired or passed under Sections 5.10 or 5.11; or

	(f) the Project Company materially breaches the Entara Agreement at a time when Entara is not otherwise in breach of the Entara Agreement (other than any breach resulting from the Debtors' entry into the Chapter 11 Cases or from any rejection of the Entara Contract in connection with the Chapter 11 Cases); or (g) except for the allowance in the Chapter 11 Cases of a general unsecured claim, there is entered against any Loan Party or its Subsidiaries (i) a final judgment or order for the payment of money in an amount exceeding $15,000,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied or failed to acknowledge coverage), or (ii) a non-monetary final judgment or order that, either individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 60 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or (h) (i) any material provision of any Financing Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all Obligations, ceases to be in full force and effect; (ii) any Loan Party or its Subsidiaries contests in writing the validity or enforceability of any provision of any Financing Document or contests the validity or perfection of the Liens and security interests securing the Obligations; or any Loan Party or its Subsidiaries denies in writing that it has any or further liability or obligation under any Financing Document, or purports in writing to revoke, terminate or rescind any Financing Document; (iii) any Financing Document ceases to provide (to the extent required by such Financing Document and subject to the DIP Intercreditor Agreement) a perfected and first priority Lien (subject to the Carve-Out and Liens securing the DIP RCF Obligations) on the Collateral purported to be covered thereby in favor of the DIP Term Loan Collateral Agent, free and clear of all other Liens (except for Permitted Liens); or (iv) the DIP Intercreditor Agreement shall terminate, cease to be effective or cease to be legally valid, binding and enforceable against any RCF Representative (as defined in the DIP Intercreditor Agreement), any other holder of RCF Obligations (as defined in the DIP Intercreditor Agreement) or any other Person party to the DIP Intercreditor Agreement (other than in accordance with the express terms of the DIP Intercreditor Agreement); or (i) an ERISA Event has occurred which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect; or (j) a Change of Control shall occur without the prior written consent of the DIP Term Loan Agents, other than with respect to any Change of Control resulting from a credit bid sale pursuant to Section 363(k) of the Bankruptcy Code in accordance with an Approved Plan; or

	(k) any Authorization necessary for the execution, delivery and performance of any material obligation under the Financing Documents is terminated or ceases to be in full force or is not obtained, maintained, or complied with, unless such failure (i) could not reasonably be expected to result in a Material Adverse Effect or (ii) is remedied within ninety (90) days; or (l) an uninsured Event of Loss or a Condemnation in an amount exceeding $15,000,000, in each case with respect to a material portion of the Site, shall occur; or (m) an Event of Abandonment shall occur; or (n) (i) the termination of the Restructuring Support Agreement or the DIP CTCI Contract shall occur or (ii) CTCI shall fail to make any payments required to be made under the DIP CTCI Contract in accordance with the terms of the DIP CTCI Contract and the DIP Orders (including any budget set forth therein); or

(o) other than with respect to the DIP RCF Credit Agreement or the DIP CTCI Contract, any Loan Party shall (i) default in making any payment of any principal, interest or premium of any Indebtedness incurred following the Petition Date (excluding the Loans and other Obligations) on the scheduled or original due date with respect thereto (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise), in each case, beyond any grace periods applicable thereto; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, in each case, beyond any grace periods applicable thereto, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with or without the giving of notice, the lapse of time or both, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that a default, event or condition described in clause (i) or (ii) of this paragraph (o) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in clauses (i) and (ii) of this paragraph (o) shall have occurred and be continuing with respect to Indebtedness the outstanding principal amount of which exceeds in the aggregate $15,000,000; provided, further, that clause (ii) of this paragraph (o) will not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder; or

(p) (i) an "Event of Default" as defined in the DIP RCF Credit Agreement has occurred and is continuing and the DIP RCF Lenders or the DIP RCF Agent have caused the DIP RCF Obligations to become due prior to their scheduled maturity or (ii) an "Event of Default" as defined in the DIP CTCI Contract has occurred and is continuing and CTCI caused the obligations under the DIP CTCI Contract to become due prior to their scheduled maturity; or

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(q) the occurrence of any of the following:

(i) the Interim DIP Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed or modified without the prior written consent of the DIP Term Loan Agent and Prepetition Term Loan Agent;

(ii) the Final DIP Order (A) at any time ceases to be in full force and effect, (B) shall be vacated, reversed or stayed or modified without the prior written consent of the DIP Term Loan Agent and Prepetition Term Loan Agent, or (C) shall not have been entered by the Bankruptcy Court within thirty (30) days after Petition Date; provided that such time period in clause (C) may be extended by mutual agreement between the Borrower and DIP Term Loan Agent;

(iii) any Milestone Condition shall remain unsatisfied or unwaived at the end of the corresponding Milestone Date or, having been satisfied, shall cease to be satisfied as applicable;

(iv) dismissal of any of the Chapter 11 Cases or conversion of any of the Chapter 11 Cases to a Chapter 7 case (or the filing of any pleading by a Loan Party seeking, consenting to or otherwise supporting such action);

(v) appointment in any of the Chapter 11 Cases of a Chapter 11 trustee, a responsible officer or an examiner (other than a fee examiner) with enlarged powers (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of the business of any Loan Party (or the filing of any pleading by a Loan Party seeking, consenting to or otherwise supporting such action);

(vi) subject to the Carve-Out, the DIP RCF Credit Agreement and the Vitol Transaction Documents, the Bankruptcy Court's granting in any of the Chapter 11 Cases, or the entering of an order that authorizes or approves, any Super-Priority Claim or any Lien (including any adequate protection lien) on the DIP Term Loan Collateral or Prepetition Term Loan Collateral which is *pari passu* with or senior to the claims or Liens of the DIP Term Loan Agent or the Prepetition Term Loan Agent (or the filing of any pleading by a Loan Party seeking, consenting to or otherwise supporting such action);

(vii) the Loan Parties' "exclusive period" under Section 1121 of the Bankruptcy Code for the filing of a plan of reorganization terminates for any reason;

(viii) other than payments authorized by the Bankruptcy Court and which are set forth in the Approved Budget (A) in respect of accrued payroll and related expenses as of the commencement of the Chapter 11 Cases, (B) in respect of adequate protection payments set forth in this Agreement and any DIP Order and consented to by the DIP Term Loan Agent, or otherwise permitted under the terms of the DIP Intercreditor Agreement, as applicable, and (C) in respect of certain critical vendors and other creditors, in each case to the extent authorized by one or more "first day" or other orders reasonably satisfactory to the DIP Term Loan Agent, any Loan Party shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition Indebtedness or payables (including without limitation, reclamation claims);

(ix) the Bankruptcy Court shall enter one or more orders during the pendency of the Chapter 11 Cases granting relief from the Automatic Stay to the holder or holders of any Lien to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on assets of any Loan Party or Loan Parties that have an aggregate value in excess of $1,000,000 without the prior written consent of the DIP Term Loan Agent;

(x) the Termination Date shall have occurred;

	(xi) any Loan Party petitions the Bankruptcy Court to obtain additional financing *pari passu* or senior to the Liens securing the Obligations without the consent of the DIP Term Loan Agent (other than the Carve-Out or the DIP RCF Obligations); (xii) (A) the Loan Parties engage in or support any challenge to the validity, perfection, priority, extent or enforceability of the Financing Documents, the Prepetition Term Loan Documents or the Liens on or security interest in the assets of the Loan Parties securing the Obligations or the Prepetition Term Loan Obligations, including without limitation seeking to equitably subordinate or avoid the liens securing the Obligations or Prepetition Term Loan Obligations or (B) the Loan Parties engage in or support any investigation or assert any claims or causes of action (or directly or indirectly support assertion of the same) against the DIP Term Loan Agent, any Secured Party, the Prepetition Term Loan Agent or any Prepetition Term Loan Lender; provided, however, that it shall not constitute an Event of Default if any of the Loan Parties provides information with respect to the Prepetition Term Loan Credit Agreement to a party in interest or is compelled to provide information by an order of the Bankruptcy Court; (xiii) after entry of the Final DIP Order, the entry of any final order in the Chapter 11 Cases charging any of the DIP Term Loan Collateral, which is adverse to the Lenders or their rights and remedies under the Financing Documents in the Chapter 11 Cases or the occurrence of any claim or claims under Section 506(c) of the Bankruptcy Code against any of the DIP Term Loan Collateral; (xiv) the consummation of any sale or other Disposition (whether or not a Permitted Disposition) of all or a material portion of the DIP Term Loan Collateral (other than in ordinary course of business that is contemplated by the Approved Budget) without the advance written consent of the DIP Term Loan Agent and the Secured Parties, in each case if such sale or other Disposition does not indefeasibly satisfy the Obligations in full in cash at the consummation of such Disposition, or any Loan Party proposes, supports, seeks to obtain Bankruptcy Court approval for or fails to contest in good faith the entry of such Disposition;

	(xv) any Person shall obtain a final and nonappealable judgment under Section 506(a) of the Bankruptcy Code, or a similar determination, with respect to the Prepetition Term Loan Obligations; (xvi) the confirmation of a plan of reorganization or liquidation that does not provide for treatment acceptable to the Secured Parties, or any Loan Party proposes or supports, or fails to contest in good faith, the confirmation of such a plan of reorganization or liquidation, unless such plan contemplates indefeasibly paying the Obligations and the Prepetition Term Loan Obligations in full, in cash on the effective date of such plan; (xvii) the entry of an order by the Bankruptcy Court in favor of the statutory committee of unsecured creditors (the "Creditors' Committee"), if any, appointed in the Chapter 11 Cases, any ad hoc committee, or any other party in interest, (i) sustaining an objection to claims of the DIP Term Loan Agent or any of the Secured Parties, (ii) avoiding any liens held by the DIP Term Loan Agent or any of the Secured Parties, (iii) sustaining an objection to claims of the Prepetition Term Loan Agent or any of the Prepetition Term Loan Lenders, or (iv) avoiding any liens held by the Prepetition Term Loan Agent or any of the Prepetition Term Loan Lenders except as otherwise agreed by the Prepetition Term Loan Agent in writing; (xviii) if (A) the Prepetition Intercreditor Agreement shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with its terms against the Borrower, any party thereto or any holder of the liens subordinated thereby, or shall be repudiated by any of them, or be amended, modified or supplemented to cause the liens securing the obligations of the Prepetition Term Loan Lenders to be senior or *pari passu* in priority to the liens securing the Prepetition Term Loan Obligations without the consent of the Prepetition Term Loan Agent, (B) the Borrower takes any action inconsistent with the terms of the Prepetition Intercreditor Agreement (other than in connection with an Approved Plan), (C) any Person bound by the Prepetition Intercreditor Agreement takes any action inconsistent with the terms thereof or (D) any order of any court of competent jurisdiction is granted which is materially inconsistent with the terms of the Prepetition Intercreditor Agreement and is adverse to the interests of the Prepetition Term Loan Agent or Prepetition Term Loan Lenders; (xix) reversal or modification of the Rolled-Up Term Loans provided for hereunder by the Bankruptcy Court without the prior written consent of the DIP Term Loan Agent; (xx) the failure of any Loan Party to comply with the terms of the applicable DIP Order; (xxi) any Loan Party shall contest the validity or enforceability of any DIP Order or deny that it has further liability thereunder; (xxii) any Loan Party shall attempt to invalidate or otherwise impair the Obligations or the liens granted to the Lenders under the Financing Documents; (xxiii) any Loan Party's consensual use of prepetition Cash Collateral is terminated; (xxiv) entry of a final order by the Bankruptcy Court terminating the use of Cash Collateral; and (r) for any reason, including force majeure, the Project is unable to sustain commercial operations for more than twenty-one (21) consecutive days during the Chapter 11 Cases, or for more than thirty-five (35) total days during the Chapter 11 Cases
Covenants, Representations and Warranties	In each case subject to Documentation Principles, affirmative and negative covenants and representations and warranties customary for financings of this type and, where applicable, substantially consistent with the Prepetition TL Credit Agreement, together with such additions and modifications as are reasonably acceptable to the DIP TL Agent and the DIP Loan Parties, including, without limitation, bankruptcy-related covenants and limitations on non-ordinary course asset sales (above a threshold to be agreed) and going concern sales without the consent of the DIP TL Agent (unless the proceeds of such sale repays the DIP TL Facility in full in cash), with baskets, thresholds, qualifications and exceptions to be agreed.
Change of Control	Subject to Documentation Principles, "**Change of Control**" means an event or series of events by which:

	(a) Borrower shall cease to have Control of Project Company or shall cease to own, directly or indirectly, beneficially or of record, 100% of the Equity Interests in Project Company; or (b) Borrower shall cease to have Control of SusOils or shall cease to own, directly or indirectly, beneficially or of record, 100% of the Equity Interests in SusOils.

Reporting	In each case subject to Documentation Principles, the following documentation: (a) On May 9, 2025 (the "Initial Reporting Date"), the Loan Parties shall deliver to the DIP Term Loan Agent and the Secured Parties a detailed 13-week rolling cash forecast, containing line items of sufficient detail to reflect the Loan Parties' projected cash flows and disbursements for the applicable period, which shall thereafter be updated as necessary but not less than once every four weeks (each, a "Proposed Budget"). The DIP Term Loan Agent and the Secured Parties shall have five (5) Business Days after receipt thereof to approve any Proposed Budget (such approval not to be unreasonably conditioned, delayed, or withheld), provided that if the DIP Term Loan Agent and the Secured Parties do not approve any Proposed Budget within such five (5)-Business Day period, the then-operative Approved Budget shall remain in effect. Upon the Loan Parties' receipt of the DIP Term Loan Agent' and the Secured Parties' written approval of a Proposed Budget, such Proposed Budget shall become an Approved Budget and shall replace the then-operative Approved Budget for all purposes. The Initial Approved Budget shall be the Approved Budget until such time as a new Proposed Budget is approved in accordance with this Section 5.20(a), following which such Proposed Budget shall constitute the Approved Budget until a subsequent Proposed Budget is approved. The Loan Parties shall operate in accordance with the Approved Budget and, subject to the Variance Limit, all disbursements shall be consistent with the provisions of the Approved Budget. The Loan Parties may submit additional Proposed Budgets to the DIP Term Loan Agent and the Secured Parties, but until the DIP Term Loan Agent and the Secured Parties approve such Proposed Budget in writing, such Proposed Budget shall not become an Approved Budget and the Loan Parties shall continue to comply with the then-operative Approved Budget. (b) Beginning on April 24, 2025, and on the Thursday of each calendar week thereafter, the Loan Parties shall deliver to the DIP Term Loan Agent, in a form consistent with the form of the Approved Budget, a variance report comparing the Loan Parties' actual receipts and disbursements and G&A Disbursements for the prior calendar week and the prior four calendar weeks (on a cumulative basis) with the projected receipts and disbursements and G&A Disbursements by line item for such week and the prior four calendar weeks (on a cumulative basis) as reflected in the applicable Approved Budget for such weeks, which variance report shall include a report from a financial officer of the Loan Parties identifying and addressing any variance of actual performance to projected performance for such prior weekly periods (such report, the "Weekly Variance Report"). (c) No later than 4:00 p.m. Central Time on the Initial Reporting Date and on each Thursday thereafter that is the two (2)-week anniversary of the Initial Reporting Date (each such date, a "Bi-Weekly Variance Testing Date" and each such two (2)-week period, the "Bi-Weekly Variance Testing Period"), the Loan Parties shall deliver to the DIP Term Loan Agent (for circulation to the Secured Parties) and the Prepetition Term Loan Agent a report detailing (i) on a line item by line item basis, the aggregate disbursements of the Loan Parties during the applicable Bi-Weekly Variance Testing Period; and (ii) any variance (whether positive or negative, expressed as a percentage) between such disbursements made during such Bi-Weekly Variance Testing Period by the Loan Parties against the applicable Approved Budget (a "Bi-Weekly Variance Report" and together with the Weekly Variance Report, the "Variance Reports").

Financial Covenants	In each case, subject to Documentation Principles: **Minimum liquidity**: The Loan Parties shall maintain, at all times while the Loans remain outstanding, $5,000,000 in unrestricted cash (subject to the Control Agreement), Availability (as that term is defined in the DIP RCF Credit Agreement as in effect as of the date hereof), or a combination of both amounting to $5,000,000 in aggregate. **Budget variance testing**: As of any Bi-Weekly Variance Testing Date, for the Bi-Weekly Variance Testing Period ending on the Friday preceding such Bi-Weekly Variance Testing Date, the Loan Parties shall not allow aggregate disbursements, excluding disbursements with respect to professional fees, to be greater than 115% of the estimated disbursement for such item in the Approved Budget for such Bi-Weekly Variance Testing Period (collectively, the "**Variance Limit**"). Additional variances, if any, from the Approved Budget, and any proposed changes to the Approved Budget, shall be subject to the DIP Term Loan Agent's reasonable approval.
Fees and Expenses Indemnification	DIP Loan Parties shall be obligated under the DIP TL Facility to pay all reasonable and documented out-of-pocket fees, costs and expenses incurred or accrued by the DIP TL Agent and the DIP TL Lenders in connection with any and all aspects of the DIP TL Facility and the Chapter 11 Cases, including, without limitation, the reasonable and documented fees and expenses of legal counsel and financial advisors, hired by or on behalf of the DIP TL Agent and the DIP TL Lenders, which counsel and advisors shall be (i) Latham & Watkins LLP as counsel to the DIP TL Agent, (ii) Hunton Andrews Kurth LLP as local counsel to the DIP TL Agent, (iii) Perella Weinberg Partners as financial advisor to the DIP TL Agent, and (iv) Matthew Crisp, as consultant to the DIP TL Agent and the DIP TL Lenders. The DIP TL Credit Agreement shall also provide for customary indemnification by each of the DIP Loan Parties, on a joint and several basis, of the DIP TL Agent and the DIP TL Lenders together with their related parties and representatives (each, an "**Indemnified Person**"); *provided* that (a) any such indemnities payable by the Debtors in connection with the DIP TL Credit Agreement shall be subject to the prior approval of the Bankruptcy Court, and (b) no Indemnified Person will be indemnified for any losses, claims, damages, liabilities, or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence, fraud, bad faith or willful misconduct of such Indemnified Person.

Carve-Out	The DIP Orders each shall include a carve-out, in the form attached hereto as **Annex A** (the "**Carve-Out**").

Conditions to Commitment / Closing / Funding	Subject to Documentation Principles, conditions to commitment, closing, and funding to include customary conditions for financings of this type, as well as any other conditions agreed to by the DIP Loan Parties and the DIP TL Agent, including, without limitation, entry of the Interim DIP Order or the Final DIP Order (as applicable), execution and delivery of DIP TL Documents, delivery of an Initial Budget, perfection of collateral via the Interim DIP Order as to certain collateral (without the need for any execution, recordation or filing of any mortgages, deeds of trust, pledge or security agreements, lockbox or control agreements, financing statements, or any other similar documents or instruments, or the possession or control by the DIP TL Agent or the DIP TL Lenders of, or over, any assets), delivery of closing deliverables, payment of all out-of-pocket fees, costs and expenses owed to the DIP TL Agent and the DIP TL Lenders pursuant to the DIP TL Documents (including their advisors and counsel), no continuing default or event of default, and accuracy of representations and warranties in all material respects.
Assignments and Participations	Subject to Documentation Principles, customary for financings of the DIP TL Facility's type.
DIP TL Agent's Credit Bidding	Subject to the DIP Intercreditor Agreement and the DIP Orders, (i) The DIP TL Agent shall have the right to credit bid, on behalf of the DIP TL Lenders, in accordance with the DIP TL Documents, up to the full amount of the DIP TL Obligations in any sale of the DIP Collateral and (ii) the Prepetition TL Agent shall have the right to credit bid, on behalf of the Prepetition TL Lenders, in accordance with the Prepetition TL Documents, up to the full amount of the obligations outstanding under the Prepetition TL Documents in any sale of the collateral securing such obligations, in each case without the need for further court order authorizing the same and whether any such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.
Waivers	The DIP Orders shall provide that, subject to entry of the Final DIP Order, the DIP TL Facility shall at no time be subject to the equitable doctrine of marshaling (the "**Marshaling Waiver**"), surcharge under section 506(c) of the Bankruptcy Code (the "**506(c) Waiver**"), or the "equities of the case" exception under section 552(b) of the Bankruptcy Code (the "**552(b) Waiver**").
Governing Law	The laws of the State of New York (excluding the laws applicable to conflicts or choice of law), except as governed by the Bankruptcy Code.

ANNEX A
TO TERM SHEET

Carve-Out

1. Carve-Out.

(a) Carve-Out. As used in this Interim Order, the "Carve-Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees"), including any restructuring fee, sale fee, financing fee, or other success fee, incurred by and payable to persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (collectively, the "Professional Persons") at any time before or on the first business day following delivery by the DIP TL Agent or the DIP RCF Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons (excluding any unearned (as of the date of the Carve-Out Trigger Notice) restructuring fee, sale fee, financing fee, or other success fee) in an aggregate amount not to exceed $1,000,000 incurred after the first business day following delivery by the DIP TL Agent or the DIP RCF Agent of the Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve-Out Trigger Notice Cap"). For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP TL Agent or the DIP RCF Agent to the Debtors, their lead restructuring counsel, counsel to the DIP TL Agent (if delivered by the DIP RCF Agent), counsel to the DIP RCF Agent (if delivered by the DIP TL Agent), the U.S. Trustee, and counsel to the Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP TL Credit Agreement or the DIP RCF Credit Agreement, respectively, stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following the Petition Date, each Professional Person shall deliver to the Debtors (or Debtors' counsel) a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "Estimated Fees and Expenses") incurred during the preceding week by such Professional Person (through Saturday of such week, the "Calculation Date"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "Weekly Statement"); provided that, within one business day of the occurrence of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date (and the Debtors shall cause the Weekly Statements and such additional weekly statement to be delivered on the same day received to the DIP Agents' respective counsel). If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Pre-Carve-Out Trigger Notice Reserve (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Budget for such period for such Professional Person.

(c) Carve-Out Reserves.

(i) Commencing with the week ended April 18, 2025, and on or before the Thursday of each week thereafter, the Debtors shall utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the sum of (a) the greater of (i) the aggregate unpaid amount of all Estimated Fees and Expenses reflected in the Weekly Statement delivered on the immediately prior Wednesday to the Debtors and the DIP Agents, and (ii) the aggregate amount of unpaid Allowed Professional Fees contemplated to be incurred in the approved Budget during such week, *plus* (b) the Post Carve-Out Trigger Notice Cap (which, for the avoidance of doubt, shall not be funded into such reserve more than once), *plus* (c) an amount equal to the amount of Allowed Professional Fees set forth in the approved Budget for the week occurring after the most recent Calculation Date; *provided* that no amounts on account of any particular day's unpaid Estimated Fees and Expenses or Allowed Professional Fees, as applicable, shall be funded into such reserve more than once. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust (the "Funded Reserve Account") to pay such Allowed Professional Fees prior to satisfying any and all other claims or obligations, and all payments of Allowed Professional Fees incurred (whether prior to or after the Termination Declaration Date) shall be paid first from such Funded Reserve Account.

(ii) On the day on which a Carve-Out Trigger Notice is given by the DIP TL Agent or the DIP RCF Agent, as applicable, to the Debtors with a copy to counsel to the Committee (the "Termination Declaration Date"), the Carve-Out Trigger Notice shall constitute a demand to the Debtors to, and the Debtors shall, utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve-Out Trigger Notice Reserve") prior to satisfying any other claims or obligations. On the Termination Declaration Date, the Carve-Out Trigger Notice shall also constitute a demand to the Debtors to utilize all cash on hand as of such date, including cash in the Funded Reserve Account, and any available cash thereafter held by any Debtor, after funding the Pre-Carve-Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve-Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account maintained by the Debtors in trust to pay such Allowed Professional Fees benefiting from the Post-Carve-Out Trigger Notice Cap (the "Post-Carve-Out Trigger Notice Reserve" and, together with the Pre-Carve-Out Trigger Notice Reserve, the "Carve-Out Reserves") prior to any and all other claims.

(d) Application of Carve-Out Reserves.

(i) All funds in the Pre-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve-Out set forth above (the "Pre-Carve-Out Amounts"), but not, for the avoidance of doubt, the Post-Carve-Out Trigger Notice Cap, until indefeasibly paid in full. If the Pre-Carve-Out Trigger Notice Reserve has not been reduced to zero, all remaining funds shall be distributed first to the DIP TL Agent and/or the DIP RCF Agent, as applicable, on account of the applicable DIP Obligations in accordance with the DIP Documents until indefeasibly paid in full, and thereafter to the Prepetition Parties in accordance with their rights and priorities as of the Petition Date, pursuant to any Intercreditor Agreement, and as otherwise set forth in this Interim Order.

(ii) All funds in the Post-Carve-Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve-Out set forth above (the "Post-Carve-Out Amounts"), and then, to the extent the Post-Carve-Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP TL Agent and the DIP RCF Agent, in the order specified for payment in the DIP Orders, for the benefit of the DIP TL Lenders and DIP RCF Lenders, as applicable, in accordance with the DIP Documents, unless the DIP Obligations have been indefeasibly paid in full, in which case any such excess shall be paid to the Prepetition Parties in accordance with their rights and priorities as of the Petition Date, pursuant to any Intercreditor Agreement.

(iii) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, if either of the Carve-Out Reserves is not funded in full in the amounts set forth in Paragraph [●](c), then, any excess funds in one of the Carve-Out Reserves following the payment of the Pre-Carve-Out Amounts and Post-Carve-Out Amounts, respectively (subject to the limits contained in the Post-Carve-Out Trigger Notice Cap), shall be used to fund the other Carve-Out Reserve, up to the applicable amount set forth in Paragraph [●](c), prior to making any payments to the DIP Agents or the Prepetition Parties, as applicable.

(iv) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve-Out Trigger Notice, the DIP TL Agent, the DIP RCF Agent, the Prepetition TL Agent, and the Prepetition RCF Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve-Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve-Out Reserves, with any excess paid to the DIP Agents for application in accordance with the DIP Documents.

(v) Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve-Out Reserves shall not constitute DIP RCF Loans, DIP Term Loans, or DIP CTCI Payments or increase or reduce the DIP Obligations, (ii) the failure of the Carve-Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out with respect to any shortfall (as described below), and (iii) subject to the limitations with respect to the DIP Agents, the DIP Lenders, and the Prepetition Parties set forth in this Paragraph [●], in no way shall the Initial Budget, any subsequent Budget, Carve-Out, Post-Carve-Out Trigger Notice Cap or Carve-Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order or the DIP Documents, the Carve-Out shall be senior to all liens and claims securing the DIP Obligations, the Prepetition Obligations, the Adequate Protection Obligations, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations and the Prepetition Obligations.

(e) Payment of Allowed Professional Fees Prior To the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve-Out.

(f) No Direct Obligation to Pay Allowed Professional Fees. None of the DIP Agents, the DIP Lenders, or the Prepetition Parties shall be responsible for the payment or

reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) Payment of Allowed Professional Fees on or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve-Out on a dollar-for-dollar basis and shall be paid first from the Carve-Out Reserves. Any funding of the Carve-Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Documents, the Bankruptcy Code, and applicable law.

Exhibit A-3

Relative Lien, Payment, and Claim Priorities

Lien Priority Ranking on Collateral[1]

Relative Priority on Collateral	Bakersfield Renewable Fuels, LLC	BKRF OCB, LLC, BKRF OCP, LLC, Sustainable Oils, Inc., and Global Clean Energy Holdings, Inc.	Unencumbered Collateral (including Avoidance Action Proceeds)
1	Carve-Out	Carve-Out	Carve-Out
2	Permitted Senior Liens[2]	Permitted Senior Liens	Permitted Senior Liens
3	DIP RCF Liens	DIP RCF Liens	DIP RCF Liens
4	RCF Adequate Protection Liens	RCF Adequate Protection Liens	RCF Adequate Protection Liens
5	Prepetition RCF Liens	Prepetition RCF Liens	DIP Term Loan Liens; DIP CTCI Liens
6	DIP Term Loan Liens; DIP CTCI Liens	DIP Term Loan Liens; DIP CTCI Liens	Term Loan Adequate Protection Liens
7	Term Loan Adequate Protection Liens	Term Loan Adequate Protection Liens	--
8	Prepetition Term Loan Liens	Prepetition Term Loan Liens	--
9	CTCI Adequate Protection Liens	--	--
10	Prepetition CTCI Liens	--	--

1 The relative priorities of the Prepetition Liens securing Prepetition Obligations owed to CTCI, the Prepetition RCF Secured Parties, and the Prepetition Term Loan Secured Parties have not been determined by a court or other adjudicative body of competent jurisdiction. The ranking set forth in this exhibit with respect to such liens reflects the Restructuring Support Agreement and the Stipulations and is subject to the terms, conditions, and reservation of rights of the parties as set forth therein and in the Interim Order and Final Order, as applicable; provided that CTCI and its affiliates, the DIP Secured Parties, and the Prepetition Secured Parties each acknowledge and agree that notwithstanding any termination of the Restructuring Support Agreement, the DIP RCF Liens, RCF Adequate Protection Liens, and Prepetition RCF Liens shall remain senior to the DIP Term Loan Liens and DIP CTCI Liens. Upon a Restructuring Support Agreement termination, CTCI reserves the right to argue that the Prepetition CTCI Liens are not subordinate to the Prepetition Term Loan Liens or the Prepetition RCF Liens, and upon a successful Challenge the priority of the CTCI Adequate Protection Liens shall be immediately senior to the priority of the Prepetition CTCI Liens.

2 As used herein, to the extent any liens constitute Permitted Senior Liens with respect to some, but not all, DIP Facilities they shall prime only such DIP Facility or DIP Facilities and, where applicable, the prepetition credit facility or facilities provided by such parties.

Priority Ranking of Claims[3]

Relative Priority on Collateral	Bakersfield Renewable Fuels, LLC	BKRF OCB, LLC, BKRF OCP, LLC Sustainable Oils, Inc., and Global Clean Energy Holdings, Inc.	Unencumbered Collateral (including Avoidance Action Proceeds)
1	Carve-Out	Carve-Out	Carve-Out
2	DIP RCF Claims	DIP RCF Claims	DIP RCF Claims
3	RCF 507(b) Claims	RCF 507(b) Claims	RCF 507(b) Claims
4	Prepetition RCF Claims	Prepetition RCF Claims	DIP Term Loan Claims; DIP CTCI Claims
5	DIP Term Loan Claims; DIP CTCI Claims	DIP Term Loan Claims; DIP CTCI Claims	Term Loan 507(b) Claims
6	Term Loan 507(b) Claims	Term Loan 507(b) Claims	--
7	Prepetition Term Loan Claims	Prepetition Term Loan Claims	--

8	CTCI 507(b) Claims	--	--
9	Prepetition CTCI Claims	--	--

[3] The relative priorities of the Prepetition Obligations owed to CTCI, the Prepetition RCF Secured Parties, and the Prepetition Term Loan Secured Parties have not been determined by a court or other adjudicative body of competent jurisdiction. The ranking of the Prepetition Obligations set forth in this exhibit with respect to such claims reflects the Restructuring Support Agreement and the Stipulations and is subject to the terms, conditions, and reservation of rights of the parties as set forth therein and in the Interim Order and Final Order, applicable; provided that CTCI and its affiliates, the DIP Secured Parties, and the Prepetition Secured Parties each acknowledge and agree that notwithstanding any termination of the Restructuring Support Agreement, the DIP RCF Claims, RCF 507(b) Claims, and Prepetition RCF Claims shall remain senior to the DIP Term Loan Claims and DIP CTCI Claims.

EXHIBIT B

NEW CTCI Agreement

PROJECT MANAGEMENT, PROCUREMENT, CONSTRUCTION, OPERATION AND MAINTENANCE SUPPORT AGREEMENT

This Project Management, Procurement, Construction, Operation and Maintenance Support Agreement (this "**Contract**") dated as of April 16, 2025 is between Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (the "**Owner**"), and CTCI Americas, Inc., a Texas corporation (the "**Contractor**").

A. The Owner and the Contractor are parties to the Turnkey Agreement with a Guaranteed Maximum Price for the Engineering, Procurement and Construction of the Bakersfield Renewable Fuels Project dated as of May 18, 2021 (as amended from time to time, the "**EPC Agreement**") and the Interim Settlement Agreement dated as of December 18, 2023 (as amended from time to time, the "**Interim Settlement Agreement**"), pursuant to which the Contractor provided services for the engineering, procurement, construction, pre-commissioning, commissioning, start-up and testing for the retooling and refurbishment of a renewable diesel production facility and the related refining facilities located near Bakersfield, California (as described in the EPC Agreement, the "**Project**"). The EPC Agreement, the Interim Settlement Agreement, and each related document, instrument, and agreement, in each case, which were entered into prior to the date hereof, are collectively referred to as the "**Prepetition CTCI Documents**."

B. On or about October 21, 2024, the Owner delivered to the Contractor a notice of termination for default of the EPC Agreement. The Contractor disputed the Owner's right to terminate the EPC Agreement for default, commenced an action in the Superior Court for Kern County, California, and filed an amended demand for arbitration pursuant to the EPC Agreement.

C. Following extensive negotiations, the Owner, the Contractor, and others have entered (i) into the Restructuring Support Agreement dated April 16, 2025 (as amended from time to time, the "**RSA**"), which provides, among other things, for the Owner, the Contractor, and others to enter into this Contract, and (ii) the Intercreditor Agreement dated April 16, 2025 (as amended pursuant to the terms thereof, the "**Intercreditor Agreement**"), which provides, among other things, for the priority of liens and claims in relation to other liens and claims during the Bankruptcy Cases.

D. The Owner may request additional services in connection with the Project and the related refining facilities, including the payment of (or reimbursement for) certain invoices described in Exhibit D and fine-tuning, improving, and optimizing the efficiency and quality of ongoing production operations.

E. The Owner and certain of its affiliates (collectively, the "**Debtors**") have filed for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101,*et seq*. (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**," and the filed cases, the "**Bankruptcy Cases**"). In connection with the RSA, (i) the Owner and the Contractor agreed to enter into this Contract and the other Contract Documents (as defined below); (ii) each Debtor other than the Owner (each, a "**Guarantor**" and collectively with the Owner, the "**Obligors**") agreed to guarantee the Obligations (as defined below); and (iii) the Obligors agreed to grant liens in substantially all of their assets to secure the Obligations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

Article 1. *The Work.*

1.1 The Contractor shall execute the Work (as defined below).

Article 2. *Date of Commencement and Completion.*

2.1 This Contract will take effect, and the Work will become available, on the date (the "**Effective Date**") that the Bankruptcy Court enters the Interim DIP Order (as defined in the RSA) in form and substance reasonably satisfactory to the Contractor (with the Interim DIP Order and the Final DIP Order, as applicable, being the "**Approval Order**") (i) approving the terms of this Contract and the priority of claims under this Contract (as contemplated by the DIP Orders); (ii) approving the liens securing the Obligations (as defined further below) and their priority (as contemplated by the DIP Orders); (iii) granting and approving waivers and releases, acknowledgments of claims and liens, adequate protection for liens arising before the Bankruptcy Cases (if applicable), and other provisions with respect to goods, services, and other consideration extended by the Contractor to the Owner and its affiliates after the commencement of the Bankruptcy Cases; and (iv) approving debtor-in-possession financing and related matters. For the avoidance of doubt, the Interim DIP Order and the Final DIP Order (as defined in the RSA) satisfy the foregoing criteria and, thus, the Interim DIP Order shall be the Approval Order until it is replaced by the Final DIP Order, whereupon the Final DIP Order will be the Approval Order.

2.2 As used in this Contract, "**Obligations**" means the Contract Sum, all costs (including amounts accruing after the Maturity Date, interest accruing after the filing of any bankruptcy, and interest accruing after the effective date of a plan of reorganization in the Bankruptcy Cases), any amounts expended by the Contractor pursuant to the Contract Documents, liabilities, obligations, covenants and duties of, any Obligor arising under any Contract Document, or otherwise with respect to any costs hereunder, including the Cost of the Work, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, and including interest and fees that accrue after the commencement by or against any Obligor or any affiliate thereof of any proceeding under any debtor-relief law naming such person as the debtor in such proceeding, regardless of whether such amounts are allowed claims in such proceeding. The Obligations do not include any liabilities or obligations under the Prepetition CTCI Documents.

2.3 The Contractor shall have no obligation to perform Work unless, as of the date of that Work, (i) no Event of Default shall have occurred and be continuing; (ii) the amount of Work requested, together with the aggregate amount of all Work previously performed, does not exceed the total aggregate amount of Work reflected in the Budget through such date; and (iii) the Termination Date has not yet passed.

2.4 The "**Termination Date**" is the earliest to occur of (a) the Maturity Date, (b) the date of the termination of the Work or the acceleration of all of the Obligations under this Contract following the occurrence and continuance of an Event of Default in accordance with Exhibit E, (c) the first business day on which the Approval Order expires by its terms or is terminated, (d) the conversion of any of the Bankruptcy Cases to a case under chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the Contractor, (e) the dismissal of any of the Bankruptcy Cases, unless otherwise consented to in writing by the Contractor, (f) the closing of a sale of all or substantially all of the equity or assets of the Obligors (unless effectuated pursuant to an Approved Plan), (g) the date of payment in full in cash of all Obligations (other than any contingent Obligations that survive the expiration or termination of this Contract) and termination of all of the Work in accordance with the terms herein, and (h) the effective date of any Debtor's Approved Plan, provided that the Termination Date may be extended, with respect to the use of cash collateral, with the prior written consent of the Contractor, and otherwise, with the prior written consent of the Contractor.

2.5 The date of completion of the Work is the date on which the Cost of the Work (which is exclusive of the Contractor's Fee (as defined below)) reaches $75 million. The Contractor shall have no obligation to continue performing Work after this threshold amount has been reached. If the Owner requests additional Work to be performed in excess of such amount, such Work (if consented to by the Contractor) shall be subject to either a separate contract between the parties or a Modification to this Contract, entered into at the sole discretion of the Contractor and with the consent of the Owner.

Article 3. *Contract Sum.*

3.1 The Owner shall, subject to the terms of the RSA and the Approval Order, pay the Contractor the Contract Sum for the Contractor's performance of the Work. The "**Contract Sum**" shall equal the Cost of the Work (which, for the avoidance of doubt, shall not exceed $75,000,000) *plus* the Contractor's Fee, in accordance with Section 3.3, below.

3.2 The Owner shall pay the Contract Sum to the Contractor on the Maturity Date in full and in cash, in U.S. dollars, without deduction, offset, or recoupment, *provided, however,* that if the Maturity Date occurs as a result of the occurrence of the effective date of an Approved Plan, the Contract Sum will be treated as provided in the RSA.

3.2.1 The "**Maturity Date**" is the earliest to occur of (i) the date that is six months after the Petition Date; (ii) the effective date of an Approved Plan; (iii) the date of the termination of the Restructuring Support Agreement; and (iv) the date that the Contractor demands payment after an Event of Default (as defined below) has occurred and is continuing.

3.2.2 An "**Approved Plan**" is a plan of reorganization in the Bankruptcy Cases that provides for treatment of the Obligations and all obligations owed to the Contractor under the Prepetition CTCI Documents as provided in the RSA.

3.2.3 The Owner and the Contractor agree to use reasonable efforts to coordinate with each other regarding the intended tax treatment of this Contract and the Obligations for the purposes of applicable United States federal, state and local tax laws and regulations.

3.3 *Cost of the Work Plus Contractor's Fee.*

3.3.1 The "**Cost of the Work**" is defined in **Exhibit A**.

3.3.2 The "**Contractor's Fee**" is sixteen-and-one-half percent (16.5%) of the Cost of the Work.

Article 4. *Contract Documents*

4.1 Subject to Modifications issued after execution of this Contract, the "Contract Documents" consist of:

4.1.1 This Contract.

4.1.2 Exhibit A, Determination of the Cost of the Work.

4.1.3 Exhibit B, Contractor's Proposal.

4.1.4 Exhibit C, Contractor Hourly Rate Schedule.

4.1.5 Exhibit D, Payment Terms and Procedures.

4.1.6 Exhibit E, Events of Default and Remedies

4.1.7 Exhibit F, Collateral

4.1.8 Exhibit G, Guarantee Terms and Conditions

4.1.9 Exhibit H, Form of RSA.

4.1.10 Exhibit I, Form of Intercreditor Agreement.

4.1.11 Exhibit J, Form of Approval Order.

4.2 The Contract and the additional documents referred to in this Article 4 (and such other documents referenced therein), but excluding the Prepetition CTCI Documents, represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, and agreements, either written or oral (in respect of the subject matter hereof). The Contract may be amended or modified only by a Modification. A "**Modification**" is a written amendment to the Contract signed by the Contractor and each Obligor.

Article 5. *General Provisions.*

5.1 *The Work.* The term "**Work**" means the goods, services, and other consideration that is described as the Contractor's responsibility and required by the Contract Documents (including work on Exhibit B if requested by the Owner and the provision of payments or reimbursements described in Exhibit D), whether completed or partially completed, and includes (if applicable) all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations; *provided, however*, the Work shall not require the Contractor to supervise any contractors, suppliers, or subcontractors of the Owner, even if they have been retained or paid by the Contractor, because their supervision shall be fully and solely the responsibility of the Owner. The Work may constitute the whole or a part of the Project or, in the case of the payment (or reimbursement) of the costs and expenses of the Owner or its affiliates described in Exhibit D, the Work may consist of making such payments and reimbursements. The Work will not include payments or reimbursements for the Owner's own overhead, general and administrative expenses, professional fees, payroll and benefits, or upstream and foreign-entity funding.

5.2 *Severability.* The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

5.3 *Notice*. Where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by registered mail, by courier, or by electronic transmission.

Article 6. *Owner.*

6.1 *Information and Services Required of Owner.*

6.1.1 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under this Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. The Approval Order shall constitute such evidence.

6.1.2 The Owner shall furnish all other information or services reasonably requested by the Contractor and required by the Contractor for performance of the Work and under the Owner's reasonable control.

6.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner.

6.1.4 The Owner shall secure and pay for all permits, fees, and other necessary approvals, easements, assessments, and charges required for the performance of the Work.

6.2 The Owner shall be solely responsible for site security.

Article 7. *Contractor.*

7.1 *Review of Contract Documents and Field Conditions by Contractor.*

7.1.1 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

7.2 *Supervision and Construction Procedures.*

7.2.1 If applicable to the performance of the Contractor's obligations hereunder, the Owner shall supervise, direct, and approve the Work, using its diligent effort to provide skills and attention required. The Contractor shall not be responsible for or have control over construction means, methods, techniques, sequences, and procedures, or for coordinating any or all portions of the Work under the Contract (but the Contractor shall be responsible for making the payments or reimbursements contemplated by Exhibit D).

7.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees only to the extent of such employee's bad faith, willful misconduct, or gross negligence.

7.3 *Labor and Materials*. If applicable and necessary to the goods or services to be provided pursuant to this Contract, the Owner may request, and the Contractor may (in its sole and absolute discretion) directly (rather than through subcontractors or suppliers) provide and pay for goods, services, labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, the costs of which shall be included as part of the Cost of the Work.

7.4 *Warranty.*

7.4.1 The Owner hereby unequivocally waives all warranties for the Work, including any and all express or implied warranties (including but not limited to warranties of fitness of purpose and merchantability). Products, equipment, systems, or materials incorporated in the Work will be specified and purchased by the Owner and shall be covered exclusively by the warranty of the manufacturer.

7.4.2 **THE CONTRACTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE WORK (WHETHER PERFORMED BY ONE OR MORE OF THE CONTRACTOR, SUBCONTRACTORS, SEPARATE CONTRACTORS, OR ANYONE ELSE), INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

7.5 *Permits, Fees, Notices, and Compliance with Laws.*

7.5.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work.

7.5.2 The Contractor and the Owner shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

7.6 *Indemnification.* To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Contractor and its directors, officers, employees, agents, attorneys, and advisors in respect of any claim or liability arising from or relating to the Contract Documents (but not, for the avoidance of doubt, any claim or liability arising from the CTCI Prepetition Documents); *provided*, that the Contractor is not indemnified for any cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from the Contractor's gross negligence, actual fraud, or willful misconduct.

Article 8. *Construction Administration*.

8.1 No architect has been engaged for this Work. The Owner, with or without the assistance of a consultant at its discretion, will administer this Contract and the Work and, to the extent required for the Work, will engage an architect, engineer, or other design professional.

8.2 As necessary, the Owner will visit the site at intervals appropriate to the stage of any construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

Article 9. *Subcontractors and Separate Contractors.*

9.1 The Contractor shall not enter into subcontracts with subcontractors to perform Work without the Owner's prior written consent.

9.2 Unless otherwise stated in the Contract Documents, the Owner, as soon as practicable after the execution of the Contract, shall notify the Contractor of the subcontractors or suppliers proposed for each of the principal portions of the Work, if any. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

9.3 Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's work, which the Contractor, by the Contract Documents, assumes toward the Owner.

9.4 The term "**Separate Contractors**" means other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces. The Contractor shall have no responsibility or liability for or with respect to any Separate Contractor. The Owner shall be fully and solely responsible for supervising the contractors, Separate Contractors, subcontractors, its own forces, and others performing any portion of the Work. The Contractor shall have no liability for work performed by Separate Contractors, contractors, or subcontractors, the Owner's own forces, or others, even those engaged or paid by the Contractor.

Article 10. *Changes in the Work.*

10.1 By appropriate Modification, changes in the Work may be accomplished after the execution of the Contract.

10.2 Adjustments in the Contract Sum resulting from a change in the Work shall be determined by mutual agreement of the parties by the Contractor's cost of labor, material, equipment, and overhead and profit as provided elsewhere in this Contract, unless the parties agree on another method for determining the cost or credit.

10.3 The Contractor shall not be obligated to perform changes in the Work until a Modification has been executed.

Article 11. *Time.* The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

Article 12. *Protection of Persons and Property.*

12.1 *Safety Precautions and Program.* To the extent applicable to the Work, the Owner shall be responsible for initiating and maintaining all safety precautions and programs in connection with the performance of the Contract and the Work, including the work of subcontractors and Separate Contractors. To the extent applicable to the Work, the Owner shall and shall cause all subcontractors and Separate Contractors to take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

12.1.1 employees on the Work and other persons who may be affected thereby;

12.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, or under the care, custody, or control of the Contractor; and

12.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Owner shall comply in all material respects with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss.

12.2 *Hazardous Materials and Substances.*

12.2.1 The Owner is responsible for compliance with the requirements of the Contract Documents (if any) regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance on the site not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition. When the material or substance has been rendered harmless by Owner, Work in the affected area shall resume upon written agreement of the Owner and Contractor.

12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and expert fees, arising out of or resulting from any and all hazardous materials and substances on or brought onto the Project site, including but not limited to, the performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, *provided* that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself).

12.2.3 If the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

Article 13. *Insurance and Bonds*

13.1 *Owner's Insurance.*

13.1.1 *Owner's Liability Insurance.* The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

13.1.2 *Property Insurance.* The Owner shall be responsible for purchasing and maintaining the Owner's usual and customary property insurance.

13.1.3 *Other Insurance.* The Owner shall be responsible for purchasing and maintaining all other insurance required by applicable law with respect to the Work.

13.1.4 *Additional Insured.* Subject to the Intercreditor Agreement, the Owner shall cause the Contractor to be named as an additional insured on any insurance policies related to the Work if any of the Work requires Contractor to perform work on the Project Site. In addition, if the Contractor is requested to perform any work on the Project site, the cost of the Contractor's insurance related to such work shall be constitute a Cost of the Work.

Article 14. *Miscellaneous Provisions.*

14.1 *Events of Default and Remedies.* Events of Default, and the Contractor's rights and remedies upon the occurrence of an Event of Default, are set forth in Exhibit E.

14.2 *Collateral for Obligations.* The collateral for the Obligations is described in Exhibit G and defined in the Approval Order.

14.3 *Guaranty by Affiliates.* By executing this Contract, each affiliate of the Owner guarantees the Obligations on the terms and conditions set forth in Exhibit F.

14.4 *Assignment of Contract.* No party to the Contract shall assign the Contract without written consent of the other parties.

14.5 *Governing Law.* The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The United Nations Convention on Agreements for the International Sale of Goods shall not apply to this Contract and shall be disclaimed in and excluded from any subcontracts entered into by the Owner in connection with the Work or the Project. The Bankruptcy Court shall have jurisdiction to resolve disputes arising out of or related to this Contract before the date of the confirmation of a plan of reorganization in the Bankruptcy Cases.

14.6 *Tests and Inspections.* Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, at the request of the Owner, the Contractor may (in its sole an absolute discretion) make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

14.7 The Owner's representative:

Antonio D'Amico
Executive Vice President, Chief Administrative Officer, and General Counsel
Global Clean Energy Holdings, Inc.
6451 Rosedale Hwy

Bakersfield, California 93308
antonio.damico@globalcleanenergy.com

14.8 The Contractor's representative:

Yu-Jen Chen
Chairman and CEO
CTCI Americas, Inc.
15721 Park Row, Suite 300
Houston, Texas 77084
todd_chen@ctci.com

14.9 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

14.10 *Waiver.* No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

14.11 *Contractor Obligations.* All of the Contractor's obligations, responsibilities, and liabilities from and after the date hereof related to this Contract, the Work, or the Project site, at any time whatsoever, are exclusively and exhaustively set out in this Contract, the Approval Order, the RSA, the Intercreditor Agreement and the additional documents referred to in Article 4 above.

14.12 *No Liability.* The Contractor and Owner shall not be held liable for or responsible for, and hereby waive claims against each other for, punitive, indirect, incidental, special, or consequential damages including without limitation, liability for loss of use, loss of any existing property, loss of profits, or loss of product or business interruption, however the same may be caused, including the fault or negligence (including without limitation, active, passive, sole, joint or concurrent) of either party, arising out of or relating to this Contract.

14.13 *Representations and Warranties.* Each Obligor represents and warrants, as of the date hereof, to the Contractor that the representations and warranties set forth in Article III of the DIP TL CA are true and correct in all material respects.

14.14 *Covenants*. Articles V and VI of the DIP TL CA (as defined in Exhibit E) are hereby incorporated herein, mutatis mutandis, for the benefit of the Contractor, it being agreed that references therein to the "DIP Term Loan Agent" and the "Secured Parties" shall be deemed to refer to the Contractor for the purposes of this Section 14.14.

14.15 *Budget*. The "**Budget**" means the then most current budget prepared by the Owner and approved by the Contractor in accordance with this Contract (it being acknowledged and agreed that the budget attached to the Interim DIP Order is approved by and satisfactory to the Contractor and is and shall be the Budget unless and until replaced in accordance with terms of this Contract.

14.15.1 Section 5.20 of the DIP TL CA (as defined in Exhibit E) is hereby incorporated herein, *mutatis mutandis*, for the benefit of the Contractor, it being agreed that references therein to the "DIP Term Loan Agent" and the "Secured Parties" shall be deemed to refer to the Contractor for the purposes of this Section 14.15.1.

14.15.2 Section 6.18 of the DIP TL CA (as defined in Exhibit E) is hereby incorporated herein, *mutatis mutandis*, for the benefit of the Contractor, it being agreed that references therein to the "DIP Term Loan Agent" and the "Secured Parties" shall be deemed to refer to the Contractor for the purposes of this Section 14.15.2.

14.16 *Payment of Contractor's Professional Expenses*. In addition to the Cost of the Work, the Owner shall pay the Contractor's professional fees incurred during the Bankruptcy Cases as provided in the DIP Order.

14.17 *Information Rights*. The Owner shall deliver to the Contractor all Reporting Deliverables (as defined in the DIP TL CA) as and when they are delivered by or with respect to any Debtor to the DIP Term Loan Agent (as defined in the DIP TL CA), and the Contractor shall have the same rights to request Reporting Deliverables from the Debtors as the DIP Term Loan Agent under the DIP TL CA.

* * *

IN WITNESS WHEREOF, the parties to this Contract have executed this Contract with the intention of being bound thereby.

Bakersfield Renewable Fuels, LLC

By _____

Its _____

CTCI Americas, Inc.

By _____

Its _____

GUARANTORS:

1. BKRF OCP, LLC, a Delaware limited liability company

2. Global Clean Energy Holdings, Inc., a Delaware corporation

3. BKRF HCB, LLC, a Delaware limited liability company

4. BKRF HCP, LLC, a Delaware limited liability company

5. BKRF OCB, LLC, a Delaware limited liability company

6. GCE Holdings Acquisitions, LLC, a Delaware limited liability company

7. GCE International Development, LLC, a Delaware limited liability company

8. GCE Operating Company, LLC, a Delaware limited liability company

9. GCEH CS Acquisitions, LLC, a Delaware limited liability company

10. GCEH Ventures, LLC, a Delaware limited liability company

11. Global Clean Energy Texas, LLC, a Delaware limited liability company

12. Rosedale FinanceCo LLC, a Delaware limited liability company

13. Sustainable Oils, Inc., a Delaware corporation

14. Agribody Technologies, Inc., a Delaware corporation

By: _____
Name: [●]
Authorized Signatory

EXHIBIT A

DETERMINATION OF THE COST OF THE WORK; PAYMENT PROCEDURES

Cost of the Work. The Cost of the Work is equal to the sum of (i) all amounts actually paid by the Contractor to subcontractors, suppliers, and others (or reimbursement of such amounts paid by the Owner) pursuant to the Payment Procedures (as defined in Exhibit D), (ii) all out-of-pocket costs incurred by the Contractor in connection with such payments, including but not limited to transportation, permits, licenses, royalties, taxes (including sales, use, grow receipts, value added or similar taxes), except to the extent that such costs are paid directly by the Owner, and (iii) out-of-pocket costs, if any, incurred by the Contractor, in each of the cases of clauses (ii) and (iii), relating to the Work. The Cost of the Work does not include the Contractor's Fee.

EXHIBIT B

CONTRACTOR'S PROPOSAL

[***]

EXHIBIT C

CONTRACTOR HOURLY RATE SCHEDULE

[***]

EXHIBIT D

PAYMENT TERMS AND PROCEDURES

The performance by the Contractor of the Work described herein is subject to the satisfaction of each condition to the Work in Article 2 of the Contract.

Subject to the occurrence of the Effective Date and the explicit conditions to performing the Work (including the payment or reimbursement of amounts as described in

this Exhibit D) set forth in this Contract, the Contractor agrees that it has an obligation to fund amounts pursuant to the Contract and this Exhibit D for the Cost of the Work up to $75,000,000.

For purposes of paragraphs 2–6 below, the Contractor acknowledges and agrees that it will promptly cause each such Subcontractor or Supplier (including, for the avoidance of doubt, Vitol (as defined below) to the extent Vitol is not registered as of the date hereof) paid pursuant to each paragraph to be registered in the Contractor's system so as to be able to make payments in accordance with the Budget. The parties will reasonably cooperate in providing documents and other information necessary to enable the payments and reimbursements described below, and Contractor shall reasonably cooperate to register vendors, including Vitol, in the Contractor's supplier system.

1. Payment Procedures.

The Owner shall provide 5 business days' notice to the Contractor (or such shorter period as the Contractor may agree) of a request by the Owner to provide for payment to a subcontractor (a "**Subcontractor**") or supplier (a "**Supplier**") of goods or services or for reimbursement of payments made by the Owner to a Subcontractor or Supplier. The notice to the Contractor shall include an invoice from the Subcontractor or Supplier (or other mutually agreed form of request for payment) (the "**Subcontractor/Supplier Invoice**"). In connection with a request for direct payment to a Subcontractor or Supplier, before providing such notice to the Contractor, the Subcontractor or Supplier shall have signed an acknowledgment in a form reasonably acceptable to the Contractor providing, among other things, that the Contractor is not liable to such Subcontractor or Supplier.

Within 2 business days of receipt of a Subcontractor/Supplier Invoice, the Contractor will provide an invoice (the "**Contractor's Invoice**") showing the Cost of the Work and the Contractor's Fee (in each case with respect to such Contractor's Invoice) to the Owner. The Contractor will pay the Subcontractor/Supplier Invoice, or reimburse the Owner with respect to the Subcontractor/Supplier Invoice, within 2 business days of receipt from the Owner of an acknowledgment ("**Owner's Acknowledgment**") confirming the Owner's request that the Contractor pay, or reimburse the Owner with respect to, the Subcontractor/Supplier Invoice and that that upon such payment or reimbursement by the Contractor, the amount of the Contractor's Invoice (exclusive of the Contractor's Fee) will be added to the Cost of the Work and the Contractor's Fee will be added to the Contract Sum. The parties will separately track the Cost of the Work and the Contractor's Fee.

"**Payment Procedures**" means the payment procedures set forth in this paragraph 1.

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2. Outstanding Pre-Petition Invoices

Subject to the Owner's compliance with the Payment Procedures and the last sentence of this paragraph 2, the Owner may request payment for goods delivered and services rendered by a Subcontractor or Supplier before the Petition Date (as defined in the RSA) by preparing and delivering invoices to the Contractor with supporting documentation and the Contractor shall pay such invoiced amounts on behalf of the Owner (or reimburse the Owner for such invoiced amounts) within two business days of the receipt thereof of the Owner's Acknowledgement. Each Subcontractor or Supplier paid pursuant to this paragraph must be registered in the Contractor's system, there must be a purchase order or other agreement setting forth the terms of the agreement for the provision of the goods or services, and there must be one or more invoices supporting the request for payment.

3. Reimbursement for Invoices Paid by the Owner Before the Petition Date

Subject to the Owner's compliance with the Payment Procedures and the last sentence of this paragraph 3, the Owner may request reimbursement for payments made by the Owner for goods delivered and services rendered by a Subcontractor or Supplier before the Petition Date (as defined in the RSA). Each Subcontractor or Supplier paid pursuant to this paragraph must be registered in the Contractor's system, there must be a purchase order or other agreement setting forth the terms of the agreement for the provision of the goods or services, and there must be one or more invoices supporting the request for payment.

4. Subcontractors

Subject to the Owner's compliance with the Payment Procedures and the last sentence of this paragraph 4, the Owner may request that the Contractor enter into an agreement with a Subcontractor pursuant to which the Contractor will be responsible for paying the Subcontractor (but will not be responsible for the delivery of work, the quality of work delivered, or the supervision of the subcontractor) for services rendered after the Petition Date and the Contractor shall pay any such amounts owed as and when they become due. Each such agreement shall not impose any obligation on the Contractor other than the obligation to make payment when due. All such payments made pursuant to agreements between the Contractor and Subcontractors shall be added to the Cost of the Work. The Subcontractor must be registered as a contractor in the Contractor's supplier system, there must be a purchase order or other agreement setting forth the terms of the agreement, and there must be one or more invoices supporting requests for payment by such subcontractor.

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5. Vitol Americas Corp. and its Affiliates

The Owner purchases feedstock for the Project from Vitol Americas Corp. ("**Vitol**") pursuant to a Supply and Offtake Agreement, dated as of June 25, 2024 (as amended, the "**Vitol Agreement**"). In connection with the Vitol Agreement, the Owner confirms purchase agreements (each, a "**Purchase Agreement**" pursuant to which the Owner agrees to purchase feedstock for the Project. Subject to the Owner's compliance with the Payment Procedures, the Owner may request that the Contractor take an assignment of and assume certain payment obligations of the Owner to Vitol under a Purchase Agreement. Such assignment and assumption will be evidenced by an agreement in a form reasonably acceptable to the Owner, the Contractor, and Vitol.

In the case of invoices issued by Vitol pursuant to a Purchase Agreement that have not been satisfied pursuant to draws on the Owner's revolving credit facility with Vitol, the Contractor will pay the amount due on such invoices to Vitol. Such invoices will be stamped "Assigned to CTCI Americas, Inc. by Bakersfield Renewable Fuels, LLC" or similar language before they are submitted to the Contractor. Any such stamp will not relieve the Owner of any liability to Vitol.

In the case of invoices issued by Vitol pursuant to a Purchase Agreement that have been satisfied pursuant to the Owner's revolving credit facility with Vitol, the Contractor will pay the amount of the satisfied invoice through the revolving credit facility with Vitol to the Owner. In connection with its request to the Contractor for reimbursement of each Vitol invoice, the Owner will generate an invoice to the Contractor and include a copy of the Vitol invoice that has been paid. Notwithstanding the foregoing, there will only be a single payment to Vitol or satisfaction of each invoice.

The Owner acknowledges that Vitol must be registered as a vendor in the Contractor's supplier system prior to the making of any payments under this paragraph 5. Any transactions involving Vitol will be subject to the requirements of this paragraph 5.

6. Other Suppliers

Subject to the Owner's compliance with the Payment Procedures in paragraph 1 and the last sentence of this paragraph 6, the Owner may also request that the Contractor enter into an agreement with a Supplier pursuant to which the Contractor will be responsible for paying the Supplier for goods or services provided after the Petition Date (but will not be responsible for the Supplier's performance under that agreement) and the Contractor shall pay any such amounts owed as and when they become due. Each such agreement shall not impose any obligation on the Contractor other than the obligation to make payment when due. All such payments made pursuant to agreements between the Contractor and Suppliers shall be added to the Cost of the Work. The Supplier must be registered as a contractor in the Contractor's supplier system, there must be a purchase order or other agreement setting forth the terms of the agreement, and there must be one or more invoices supporting requests for payment by such Supplier.

EXHIBIT E

EVENTS OF DEFAULT AND REMEDIES

1. Each of the following is an "**Event of Default**" under this Contract.

1.1. any Obligor fails to pay the Contractor any required payment (including without limitation the Contract Sum) when and as due and payable and such failure has not been cured within 5 business days; it being understood that any such payments shall be made in accordance with and subject to the terms of this Contract, the Approval Order and the Intercreditor Agreement;

1.2. an "Event of Default" (as defined in that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement) (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, the "**DIP RCF CA**") by and among the Owner, affiliates of the Owner, Vitol Americas Corp., as administrative agent and collateral agent, and the lenders party thereto has occurred and is continuing and has led to the acceleration of the outstanding principal thereunder;

1.3. an "Event of Default" (as defined in that certain Senior Secured Super-Priority Debtor-in-Possession Term Loan Credit Agreement) (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, the "**DIP TL CA**") by and among Global Clean Energy Holdings, Inc. ("G**CEH**"), affiliates of GCEH, Orion Energy Partners TP Agent, LLC, as administrative agent and collateral agent, and the lenders party thereto from time to time) has occurred and is continuing and has led to the acceleration of the outstanding principal thereunder;

1.4. any representation or warranty made by or deemed made by any Obligor in any Contract Document, or in any certificate or other document furnished by or on behalf of such Obligor pursuant to the Contract Documents, shall prove to have been incorrect in any material respect as of the time made or deemed made, confirmed, or furnished;

1.5. any Obligor shall fail to observe or perform any covenant, condition, or agreement in any Contract Document and such failure shall continue unremedied for a period of thirty (30) days; provided that, if (A) such failure is not reasonably susceptible to cure within such thirty (30) days, (B) the Owner is proceeding with diligence and good faith to cure such failure and such failure is susceptible to cure and (C) the existence of such failure has not resulted in a material adverse effect on the Owner, such thirty (30) day period shall be extended as may be necessary to cure such failure, such extended period not to exceed ninety (90) days in the aggregate (inclusive of the original thirty (30) day period);

1.6. the Approval Order, together with the Contract Documents, shall cease to create a valid and perfected lien on the collateral with such priority required by the RSA;

1.7. any Contract Document (a) is revoked, terminated or otherwise ceases to be in full force and effect (except in connection with its expiration in accordance with its terms in the ordinary course (and not related to any default thereunder)), or the enforceability thereof shall be challenged in writing by any Debtor, (b) ceases to provide (to the extent permitted by law and to the extent required by the Contract Documents) lien on the assets purported to be covered thereby in favor of the Contractor in accordance with the DIP Orders and subject to the Intercreditor Agreement, free and clear of all other liens (other than liens permitted by the Contract Documents), including the liens contemplated by the RSA or the DIP Orders, or (c) becomes unlawful or is declared void;

1.8. any authorization necessary for the execution, delivery and performance of any material obligation under the Contract Documents is terminated or ceases to be in full force or is not obtained, maintained, or complied with, unless such failure could not reasonably be expected to result in a material adverse effect on any Obligor or is remedied within ninety (90) days; or

1.9. the Approval Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed or modified without the prior written consent of the Contractor;

1.10. except as provided in the Approval Order and subject to the Carve-Out (as defined in the Approval Order) and the DIP RCF CA and the SOA and SSA referenced in the DIP RCF CA (but only, in each case, to the extent set forth in the Approval Order), the Bankruptcy Court's granting in any of the Bankruptcy Cases, or the entering of an order that authorizes or approves, the incurrence of any super-priority claim or any lien (including any adequate protection lien) on any collateral securing the Obligations that is pari passu with or senior to the claims or liens of the Contractor (or the submission of any request by a Debtor seeking, consenting to or otherwise supporting such action);

1.11. the Debtors engage in or support any challenge to the validity, perfection, priority, extent or enforceability of the Contract Documents, the Prepetition CTCI Documents or the liens on or security interest in the assets of the Debtors securing the Obligations, including requests to equitably subordinate or avoid the liens securing the Obligations;

1.12. the Debtors engage in or support any investigation or assert any claims or causes of action (or directly or indirectly support assertion of the same) against the Contractor; *provided*, however, that it shall not constitute an Event of Default if any Debtor provides information with respect to the Prepetition CTCI Documents to a party in interest or is compelled to provide information by an order of the Bankruptcy Court;

1.13. after entry of the Approval Order on a final basis, the entry of any final order in the Bankruptcy Case charging any of the Contractor's collateral that secures the Obligations in a manner that is adverse to the Contractor or its rights and remedies under the Contract Documents in the Bankruptcy Cases;

1.14. the consummation of any sale or other disposition of all or a material portion of the Contractor's collateral (other than in ordinary course of business that is contemplated by the Budget) without the advance written consent of the Contractor, in each case if such sale or other disposition does not satisfy the Obligations in full in cash at the consummation of such sale or disposition;

1.15. except with respect to the Debtor prior to the entry of the Approval Order on a final basis, any Person shall obtain a final and nonappealable judgment under section 506(a) of the Bankruptcy Code, or a similar determination, with respect to the Contractor's claims under the Prepetition CTCI Documents;

1.16. the confirmation of a plan of reorganization or liquidation that does not provide for treatment of the Contractor and its liens and claims that is in accordance with the RSA;

1.17. the entry of an order by the Bankruptcy Court (i) sustaining an objection to claims of the Contractor against one or more Debtors or (ii) avoiding any liens held by the Contractor with respect to any property of any Debtor;

1.18. the failure of any Debtor to comply with the terms of the Approval Order;

1.19. any Debtor shall contest the validity or enforceability of the Approval Order or deny that it has further liability thereunder;

1.20. except as otherwise provided in 1.13 and 1.15 of this Exhibit E, any Debtor shall attempt to invalidate or otherwise impair claims of the Contractor or liens granted to the Contractor;

1.21. any Debtor's consensual use of prepetition cash collateral is terminated;

1.22. the Bankruptcy Court enters an order terminating the use of cash collateral; or

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1.23. the provisions of the Intercreditor Agreement shall for any reason be revoked or invalidated, or otherwise cease to be in full force and effect, or any Obligor shall contest in any manner the validity or enforceability thereof or deny that it has any further liability or obligation thereunder, or the Obligations for any reason shall not have the priority contemplated by this Contract or the Intercreditor Agreement.

2. Upon the occurrence of one or more Events of Default (as defined above), and in every such event, and at any time thereafter during the continuance of such event, but subject to the Intercreditor Agreement and the DIP Orders, the Contractor may take any or all of the following actions, at the same or different times, without order of or application to the Bankruptcy Court:

2.1. terminate the Work and payment or reimbursement of costs therefor, and thereupon the Work and all such payments and reimbursements shall terminate immediately;

2.2. declare the Contract Sum then outstanding to be due and payable in whole (or in part, in which case any amount not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the Contract Sum so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Obligors accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Obligors; and

2.3. enforce the liens and security interests that secure the Obligations and take any other action or exercise any other right or remedy (including without limitation, with respect to the liens in favor of the Contractor) available under the Contract Documents and applicable law.

EXHIBIT F

COLLATERAL

1. Each Obligor, for good and valuable consideration, hereby grants and pledges to the Contractor a continuing security interest in its presently existing and hereafter acquired or arising Collateral (as defined below) to secure prompt repayment of any and all Obligations and to secure prompt performance by each Obligor of its covenants and duties under the Contract Documents. Such security interest constitutes a valid security interest in the presently existing Collateral and will constitute a valid security interest in later-acquired Collateral. Notwithstanding any termination of this Contract or any filings undertaken related to the Contractor's rights under the Bankruptcy Code, the Contractor's lien on the Collateral shall remain in effect for so long as any Obligations are outstanding. As used herein, "**Collateral**" means the "DIP Collateral" as defined in the Interim DIP Order and the Final DIP Order, as applicable (each as defined in the RSA).

2. The obligations of the Obligors under this Exhibit F are made solely to the extent and manner set forth in, and are subject to the terms and conditions of, the Approval Order.

EXHIBIT G

GUARANTY

1. *Guaranty*.

1.1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor jointly and severally, hereby unconditionally and irrevocably guarantees the full and punctual payment and performance (whether at stated maturity, upon acceleration or otherwise) of all Guaranteed Obligations, in each case as primary obligor and not merely as surety and with respect to all such Guaranteed Obligations howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. This is a guaranty of payment and not merely of collection. As used herein, "**Guaranteed Obligations**" means the Obligations whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Obligor or any affiliate thereof of any proceeding under any debtor relief law naming such person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. For the avoidance of doubt, the Guaranteed Obligations do not include obligations under the Prepetition CTCI Documents.

1.2. All payments made by the Guarantors shall be payable in the manner required for payments by the Owner under the Contract Documents.

1.3. Any term or provision of this guaranty to the contrary notwithstanding the aggregate maximum amount of the Guaranteed Obligations for which any Guarantor shall be liable under this guaranty shall not exceed the maximum amount for which such Guarantor can be liable without rendering this guaranty or any other Contract Document, as it relates to such Guarantor void or voidable under applicable law relating to fraudulent conveyance or fraudulent transfer.

2. *Guaranty Unconditional*. The Guaranteed Obligations shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

2.1. any extension, renewal, settlement, compromise, waiver or release in respect of any obligations of the Owner or any Guarantor by operation of law or otherwise (other than with respect to any such extension, renewal, settlement, compromise, waiver or release agreed in accordance with the terms hereunder as expressly applying to the Guaranteed Obligations);

2.2. any modification or amendment of or supplement to this Contract or any other Contract Document (other than with respect to any modification, amendment or supplement agreed in accordance with the terms hereunder as expressly applying to the Guaranteed Obligations);

2.3. any release, impairment, non-perfection or invalidity of any Collateral;

2.4. any change in the corporate existence, structure or ownership of any Obligor;

2.5. the existence of any claim, set-off or other rights that the Guarantors may have at any time against any Obligor, the Contractor or any other person, whether in connection herewith or with any unrelated transactions;

2.6. any invalidity or unenforceability relating to or against any Obligor for any reason of any Contract Document, or any provision of applicable law purporting to prohibit the performance by any Obligor of any of its obligations under the Contract Documents (other than any such invalidity or unenforceability with respect solely to the Guaranteed Obligations); or

2.7. any other act or omission to act or delay of any kind by any Obligor, Contractor or any other person or any other circumstance whatsoever that might, but for the provisions of this Section, constitute a legal or equitable discharge of the obligations of any Obligor under the Contract Documents.

3. *Discharge Only Upon Payment in Full; Reinstatement in Certain Circumstances*. The Guaranteed Obligations shall remain in full force and effect until all of Owner's obligations under the Contract Documents shall have been paid or otherwise performed in full. If at any time any payment made under this Contract or any other Contract Document is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, reorganization or similar event of any Obligor or any other person or otherwise, then the Guaranteed Obligations with respect to such payment shall be reinstated at such time as though such payment had been due but not made at such time.

4. *Waiver by the Guarantors*.

4.1. Each Guarantor hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law: (i) notice of acceptance of the guaranty and notice of any liability to which this guaranty may apply, (ii) all notices that may be required by applicable law or otherwise to preserve intact any rights of Contractor against any Obligor, including any demand, presentment, protest, proof of notice of non-payment, notice of any failure on the part of any Obligor to perform and comply with any covenant, agreement, term, condition or provision of any agreement and any other notice to any other party that may be liable in respect of the Guaranteed Obligations (including any Obligor) except any of the foregoing as may be expressly required hereunder, (iii) any right to the enforcement, assertion or exercise by Owner of any right, power, privilege or remedy conferred upon such person under the Contract Documents or otherwise and (iv) any requirement that Owner exhaust any right, power, privilege or remedy, or mitigate any damages resulting from a default, under any Contract Document, or proceed to take any action against any Collateral or against any Obligor or any other person under or in respect of any Contract Document or otherwise, or protect, secure, perfect or ensure any lien on any Collateral.

4.2. The Owner and each holder of any Guaranteed Obligations may demand payment of, enforce and recover from each Guarantor or any other person obligated for any or all of such Guaranteed Obligations in any order and in any manner whatsoever, without any requirement that the Owner or such holder seek to recover from any particular Guarantor or other person first or each Guarantor or other persons pro rata or on any other basis.

5. *Subrogation*. Upon any Guarantor making any payment, such Guarantor, as applicable, shall be subrogated to the rights of the payee against the Owner with respect to such obligation; *provided* that no Guarantor shall enforce any payment by way of subrogation, indemnity, contribution or otherwise, or exercise any other right, against any other Obligor (or otherwise benefit from any payment or other transfer arising from any such right) so long as any obligations under the Contract Documents (other than on-going but not yet incurred indemnity obligations) remain unpaid and/or unsatisfied.

6. *Acceleration*. All amounts subject to acceleration under this Contract shall be payable by the Guarantors hereunder immediately upon demand by the Owner.

EXHIBIT H

FORM OF RSA

[RSA attached hereto as Exhibit 10.1]

EXHIBIT I

FORM OF INTERCREDITOR AGREEMENT

[***]

EXHIBIT J

FORM OF APPROVAL ORDER

[***]

EXHIBIT C

Exit Facilities Term Sheet

EXIT FACILITIES TERM SHEET

$100,000,000 New RCF Facility (plus related SOA and SSA obligations)
$[80,000,000] New Super Senior Exit Facility
$[150,000,000] New Senior Secured Facility
$[1,081,950,000] Subordinated Senior Secured Facility
$[321,250,000] Subordinated Secured EPC Claim
$[561,800,000] Subordinated Junior Facility

Summary of Principal Terms and Conditions[1]

April 16, 2025

This term sheet (together with all annexes, schedules, and exhibits attached hereto, this "***Term Sheet***") summarizes the material terms and conditions of the proposed transactions (the "***Transactions***") to restructure the existing indebtedness of Holdco Borrower (as defined below) and its direct and indirect subsidiaries (together with Holdco Borrower, the "***Company Parties***") upon the Plan Effective Date.

THIS TERM SHEET IS NEITHER AN OFFER WITH RESPECT TO ANY SECURITIES NOR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE CLOSING DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO. THIS TERM SHEET AND THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND MAY NOT BE SHARED WITH ANY PERSON OTHER THAN THE COMPANY PARTIES AND THE FINANCING PARTIES AND THEIR RESPECTIVE PROFESSIONAL ADVISORS OR EXCEPT AS OTHERWISE SET FORTH IN ANY CONFIDENTIALITY AGREEMENT BETWEEN THE COMPANY PARTIES AND THE FINANCING PARTIES OR THEIR RESPECTIVE PROFESSIONAL ADVISORS.

THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF THE DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

Without limiting the generality of the foregoing, this Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution, and delivery of the definitive documentation for the Facilities. The regulatory, tax, accounting, and other legal and financial matters and effects related to the Transactions or any related restructuring or similar transaction have not been fully evaluated, and any such evaluation may affect the terms and structure of any Transactions or related transactions.

1 Capitalized terms used herein but not defined herein shall have the meaning assigned to such term in Exhibit B.

This Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions.

Holdco Borrower:	Reorganized GCEH (as defined in the Restructuring Support Agreement) (the "***Holdco Borrower***"), as borrower.
Midco Borrower and Pledgor:	The Holdco Borrower will form a new wholly-owned Delaware limited liability company subsidiary (the "***Midco Pledgor***"). Midco Pledgor will form a new wholly-owned Delaware limited liability company subsidiary (the "***Midco Borrower***").
Guarantors:	For the Holdco Term Facilities (as defined below), none. For the New Super Senior Exit Facility and the RCF Facilities, each of Midco Pledgor, [BKRF OCB, *other existing holdcos*],[2] Bakersfield Renewable Fuels, LLC, a Delaware limited liability company ("***Project Company***"), Sustainable Oils, Inc., a Delaware corporation ("***SusOils***"), and Agribody Technologies, Inc., a Delaware corporation ("***ATI***") and any other subsidiaries of Holdco Borrower (other than Midco Pledgor, Midco Borrower and any foreign subsidiaries).
New RCF Facility and Existing SOA/SSA:	Vitol Americas Corp. ("***Vitol***" or "***RCF Agent***") will provide the following facilities to the Midco Borrower: (a) Revolving credit facility (the "***New RCF Facility***") in an aggregate principal amount of $100 million, to be set forth in a Credit Agreement among the Midco Loan Parties, the RCF Agent and Existing RCF Lenders (in such capacity, the "***New RCF Lenders***"); (b) Supply and offtake agreement, as amended upon exit (the "***New SOA***"), between the Project Company and Vitol and guaranteed by the other Midco Loan Parties; and (c) Storage Services Agreement, as amended on exit (the "***New SSA***" and together with the New RCF Facility and the New SOA, the "***RCF Facilities***"), between the Project Company and Vitol and guaranteed by the other Midco Loan Parties. The secured obligations under the foregoing shall be referred to herein as the "***New RCF Obligations***".

[2] NTD: To be determined with GCEH/K&E. There are a number of middle-tier entities currently sitting between BKRF OCP and GCEH that just own equity interests, which may be removed.

New Super Senior Exit Facility:	One or more new lenders (the "***New Super Senior Exit Lenders***") will agree to provide a new term loan to the Midco Borrower in an amount up to $80 million (the "***New Super Senior Exit Facility***"). The lenders under such facility will be known as the "***New Super Senior Exit Term Lenders***," the agent under such facility will be called the "***New Super Senior Exit Loan Agent***" and the credit agreement relating to such facility will be called the "***New Super Senior Exit Loan Credit Agreement***." The New Super Senior Exit Facility and the New RCF Facility will be known, collectively, as the "***Midco Facilities***."
Conversion of DIP Financing to New Senior Secured Facility:	The New Senior Secured Term Lenders and CTCI will agree that the Company Parties' financial obligations in connection with the DIP Financing and the New CTCI Contract will be converted into the following obligations of Holdco Borrower: (a) a senior secured term loan facility (the "***New Senior Secured Term Facility***"), on terms and conditions to be set forth in a Term Loan Credit Agreement (the "***New Senior Secured Term Loan Credit Agreement***") among Holdco Borrower, the New Senior Secured Term Lenders and Orion Energy Partners TP Agent, LLC, as administrative agent and collateral agent (in such capacities, the "***New Senior Secured Term Loan Agent***"), consisting of an aggregate principal amount of $75 million in term loans (plus any accrued interest or interest paid in kind) ("***New Senior Secured Term Loans***"); and (b) a post-confirmation payment obligation for $75 million plus any Senior EPC DIP Fee Claim, in each case, that arose under the New CTCI Contract and will remain under the New CTCI Contract, as amended, upon exit (the "***Post-Exit CTCI Senior DIP Payment Obligation***").

New definitions to be added to Defined Terms:

"***DIP Financing***" means debtor-in-possession financing provided to the Company Parties by certain of the Existing Term Lenders in the amount of $75 million (including $25 million of new funding and the roll-up[3] of $50 million in pre-petition funding by certain of the Existing Term Lenders). "***New Senior Secured Term Lenders***" means the Existing Term Lenders that provide DIP Financing to the Company Parties. "***New CTCI Contract***" means a Procurement, Construction, Operation & Maintenance Support Services Agreement between CTCI and one or more of the Company Parties which will provide for provision of $75 million in goods and services as described in Exhibit D. The Post-Exit CTCI Senior DIP Payment Obligation under the New CTCI Contract will require payment of CTCI's overhead and profit at 16.5% (the "***EPC DIP Fee***") with (i) a portion of the EPC DIP Fee equal to 8% per annum on the goods and services provided by CTCI under the New CTCI Contract characterized as the "***Senior EPC DIP Fee Claim***" and (ii) any EPC DIP Fee in excess of the Senior EPC DIP Fee Claim characterized as the "***Excess EPC DIP Claims***". The EPC DIP Fee will not be paid in cash but will be paid in kind during the bankruptcy of the Holdco Borrower, and no interest on the EPC DIP Fee or the cost of goods and services provided under the New CTCI Contract will accrue during the bankruptcy of the Holdco Borrower. The Company Parties' obligations under the New CTCI Contract will be secured by the Collateral to the extent contemplated herein. The New CTCI Contract will take effect before the Plan Effective Date, but on the Plan Effective Date it will be amended to reflect the treatment given to the Post-Exit CTCI Senior DIP Payment Obligation as described herein, including the accrual of interest and an extended maturity.

3 For the avoidance of doubt, the aggregate principal amount under the New Senior Secured Term Loan Credit Agreement shall be $75 million irrespective of whether the roll-up of $50 million in pre-petition funding by the applicable Existing Term Lenders is approved by the Bankruptcy Court. If such roll-up is *not* approved, the $50 million in pre-petition funding by the Existing Term Lenders that would have otherwise been rolled up and converted into DIP Financing would nevertheless, upon the Plan Effective Date, be converted into New Senior Secured Term Loans as if the roll-up was approved by the Bankruptcy Court.

Conversion of Existing Term Facilities and EPC Agreement:[4]

The various secured obligations owing to (i) CTCI under the Existing EPC Agreement and (ii) the Existing Term Lenders under the Existing Term Loan Credit Agreement (other than the portion thereof that is rolled-up and converted into DIP Financing) will be partially converted on the Closing Date into the following exit facilities (together with the New Senior Secured Term Facility and the Post-Exit CTCI Senior DIP Payment Obligation, collectively, the "***Holdco Term Facilities***", and together with the Midco Facilities, the "***Facilities***") provided to the Holdco Borrower, in the following order of priority:

(a) pursuant to and in accordance with the Plan, (i) first, a secured term loan facility (the "***First Out Subordinated Senior Secured Term Facility***"), on terms and conditions to be set forth in a Term Loan Credit Agreement (the "***Subordinated Senior Secured Term Loan Credit Agreement***") among the Holdco Borrower, the Existing Term Lenders and Orion Energy Partners TP Agent, LLC, as administrative agent and collateral agent (in such capacities, the "***Subordinated Senior Secured Term Loan Agent***"), consisting of $16 million of obligations from the Existing Term Loan Credit Agreement and (ii) second, ratably, (A) a secured term loan facility (the "***Second Out Subordinated Senior Secured Term Facility***" and together with the First Out Subordinated Senior Secured Term Facility, the "***Subordinated Senior Secured Term Facility***"), on terms and conditions to be set forth in the Subordinated Senior Secured Term Loan Credit Agreement, consisting of $852.76 million of obligations from the Existing Term Loan Credit Agreement and (B) pursuant to and in accordance with the Plan (including any supplement thereto), Holdco Borrower has agreed to pay to CTCI $213.19 million of obligations under the Existing EPC Agreement (the "***Subordinated Senior Secured EPC Claim***");

(b) pursuant to and in accordance with the Plan (including any supplement thereto), Holdco Borrower has agreed to pay to CTCI $321.25 million of obligations under the Existing EPC Agreement (the "***Subordinated Secured EPC Claim***");

(c) pursuant to and in accordance with the Plan, (i) an unsecured, subordinated junior term loan facility (the "***Subordinated Junior Term Facility***"), on terms and conditions to be set forth in a Term Loan Credit Agreement (the "***Subordinated Junior Term Loan Credit Agreement***") among the Holdco Borrower, the Existing Term Lenders and Orion Energy Partners TP Agent, LLC, as administrative agent and collateral agent (in such capacities, the "***Subordinated Junior Term Loan Agent***"), and together with the New Super Senior Exit Loan Agent and the Subordinated Senior Secured Term Loan Agent, the "**Holdco Term Loan** Agent", consisting of $297.24 million obligations from the Existing Term Loan Credit Agreement and (ii) (including any supplement thereto), Holdco Borrower has agreed to pay to CTCI (x) $264.56 million of obligations under the Existing EPC Agreement plus (y) any Excess EPC DIP Claims (the "***Subordinated Junior EPC Claim***" and together with the Post-Exit CTCI Senior DIP Payment Obligation, the Subordinated Senior Secured EPC Claim and the Subordinated Secured EPC Claim, the "***EPC Agreements***").

In addition to the foregoing, various obligations under the Existing Term Loan Credit Agreement and Existing EPC Agreement are being converted to common and preferred equity of the Holdco Borrower, as stated in the Governance Term Sheet.

4 NTD: For the avoidance of doubt, these converted facilities will include no additional 'new money' funding.

Documentation Principles:

The definitive documentation with respect to the New RCF Facility, New SOA and New SSA will be based on, and no less favorable to the Midco Borrower than the documentation in respect of the Existing RCF Credit Agreement, the Existing SOA and the Existing SSA (and related documentation) with modifications as are necessary to (a) reflect the terms set forth in this Term Sheet, including the first-priority nature of the liens on the Midco Loan Parties supporting such the RCF Facilities, including the RCF-Term Intercreditor Agreement described below, (b) reflect that the project is operational, (c) reflect any changes in law since the date of the Existing RCF Credit Agreement and (d) reflect the additional Facilities contemplated by this Term Sheet.

The definitive documentation with respect to the New Senior Secured Term Facility, the Subordinated Senior Secured Term Facility and the Subordinated Junior Term Facility will be based on, and no less favorable to the Holdco Borrower than the documentation in respect of the Existing Term Loan Credit Agreement (and related documentation) with modifications as are necessary to (a) reflect the terms set forth in this Term Sheet, (b) reflect that the project is operational, (c) reflect any changes in law since the date of the Existing Term Loan Credit Agreement, (d) reflect the additional Facilities contemplated by this Term Sheet and (e) to reflect that such documentation will have no other representations, warranties, covenants or events of default other than as specified in the CTTIA.

The definitive documentation with respect to the New Super Senior Exit Facility (the "***Exit Facility***") shall be negotiated by the Midco Borrower, the requisite lenders under the Existing Term Loan Credit Agreement (the "***Existing Term Required Lenders***") and the New Senior Secured Term Lenders. CTCI's consent (not to be unreasonably withheld) shall be required to the terms of, and provider of, the Exit Facility in the following circumstances:

1. if one or more affiliates or insiders of lenders (past or present) under the Existing Term Loan Credit Agreement are providing more than 30% of such Exit Facility, then CTCI's consent (not to be unreasonably withheld) shall be required for the incurrence of such Exit Facility; or

2. if, after a bona fide customary marketing process for such Exit Facility in which offers are solicited on terms and conditions approved (not to be unreasonably withheld) by the Existing Term Required Lenders, the New Senior Secured Term Lenders, and CTCI (the "***Exit Facility Marketing Process***", there are multiple third-party offers for such Exit Facility, then CTCI's consent (not to be unreasonably withheld), shall be required in connection with (i) the Midco Borrower's, Existing Term Required Lenders' and New Senior Secured Term Lenders' selection of which offer to select and (ii) material terms and conditions relating to such Exit Facility. In the case of this clause 2., CTCI shall be required to consent to at least one of the third-party offers for such Exit Facility.

If after the Exit Facility Marketing Process, there is only one third-party offer for the Exit Facility, CTCI's consent shall not be required. In any event, the Existing Term Required Lenders will (x) consult in good faith with CTCI and its representatives throughout the Exit Facility Marketing Process, and (y) promptly provide all material written information, term sheets and/or offer documentation with regard to the Exit Facilities to CTCI or its representatives. The parties recognize the importance of the New Super Senior Exit Facility to the future success of the reorganized debtors and the need to negotiate and accept commercially reasonable terms for such financing.

The definitive documentation with respect to the New CTCI Agreement will (a) be substantially in the form set forth on Exhibit D and (b) in any event, shall have no other representations, warranties, covenants or events of default other than as specified in the CTTIA.

The definitive documentation with respect to the Post-Exit CTCI Senior DIP Payment Obligation, the Subordinated Senior Secured EPC Claim, the Subordinated Secured EPC Claim and the Subordinated Junior EPC Claim will (a) have the applicable terms referenced in the Plan (including any supplement thereto), and (b) reflect that such documentation will have no other representations, warranties, covenants, events of default, enforcement rights or payment rights other than as specified in the CTTIA.

This section is referred to herein as the "***Documentation Principles***".

Collateral:

"***Collateral***" shall mean, in respect of any of the Facilities, the following:

(a) the New RCF Facility, the New SOA and the New SSA will be secured (in the priorities set forth below) by a first priority security interest in all present and after-acquired property of the Midco Loan Parties, subject to the Documentation Principles (with the liens in favor of the New RCF Facility, the New SOA and the New SSA being held by Vitol);

(b) the New Super Senior Exit Facility will be secured (in the priorities set forth below) by a second priority security interest in all present and after-acquired property of the Midco Loan Parties, subject to the Documentation Principles (with the liens in favor of the New RCF Facility, the New SOA and the New SSA being prior to the liens in favor of the New Super Senior Exit Facility being held by the New Super Senior Exit Loan Agent); and

(c) the New Senior Secured Term Facility, the Post-Exit CTCI Senior DIP Payment Obligation, the Subordinated Senior Secured Term Facility, the Subordinated Senior Secured EPC Claim, and the Subordinated Secured EPC Claim will be secured (in the priorities set forth below) by a security interest in all present and after-acquired property of the Holdco Borrower, and all equity interests in the Holdco Borrower, for the benefit of the holders of all of the Holdco Term Facilities that are secured by collateral, subject to customary agency and duty provisions, which shall be subject to the terms and conditions of the CTTIA. These facilities will not be secured by the assets or equity of, or claims against, the Midco Loan Parties, which shall secure exclusively the Midco Facilities. These facilities will not be secured by the assets or equity of, or claims against, the Midco Loan Parties, which shall secure exclusively the Midco Facilities.

The Subordinated Junior Term Facility and Subordinated Junior EPC Claim will be unsecured.

Purpose/Use of Proceeds:

(a) Subject to the Documentation Principles, the purpose and use of proceeds of the New RCF Facility, the New SOA and the New SSA will be consistent with the Existing RCF Credit Agreement, the Existing SOA and the Existing SSA.

(b) The New Super Senior Exit Facility will be used to pay transaction costs and expenses and (a) for general corporate purposes of the Midco Loan Parties and (b) G&A expenses of the Holdco Borrower (but not, for the avoidance of doubt, any distributions to owners of Holdco Borrower).

(c) The New Senior Secured Term Facility will be used to repay the DIP Financing, pay transaction costs and expenses, and for general corporate purposes of the Company Parties. The obligations under the New CTCI Agreement will convert as provided in the section entitled "Conversion of DIP Financing."

(d) The Subordinated Senior Secured Term Facility, the Subordinated Senior Secured EPC Claim, the Subordinated Secured EPC Claim, the Subordinated Junior Term Facility and the Subordinated Junior EPC Claim will be used to consummate the conversion of certain existing obligations (as set forth under the heading "Conversion of Existing Term Facilities and EPC Agreement" above).

Availability of New Facilities: The availability of the New RCF Facility, the New SOA and the New SSA will be consistent with the Existing RCF Credit Agreement, the Existing SOA and the Existing SSA, provided that the borrowing base will include property, plant and equipment at the lesser of 100% of $35 million or, after the first year following exit, 50% of an appraised value of such assets, with such appraisal to be updated annually. The loans under the New Super Senior Exit Facility will be available to be drawn by the Holdco Borrower on the Closing Date as may be agreed by the Board and the New Super Senior Exit Lenders.

Maturity Date:

New RCF Facility, New SOA and New SSA: June 25, 2027, subject to the extension rights set forth in the Existing SOA

New Super Senior Exit Facility: As negotiated with the New Super Senior Exit Lenders and in any event after the maturity of the New RCF Facility.

New Senior Secured Term Facility: 10 years after the Petition Date

Post-Exit CTCI Senior DIP Payment Obligation: 10 years after the Petition Date

Subordinated Senior Secured Term Facility: 10 years after the Petition Date

Subordinated Senior Secured EPC Claim: 10 years after the Petition Date

Subordinated Secured EPC Claim: 10 years after the Petition Date

Subordinated Junior Term Facility: 10 years after the Petition Date

Subordinated Junior EPC Claim: 10 years after the Petition Date

Mandatory Amortization

New RCF Facility, New SOA and New SSA : Amortization will be consistent with the Existing RCF Credit Agreement, the Existing SOA and the Existing SSA.

New Super Senior Exit Facility: As negotiated by the Board with the New Super Senior Exit Lenders and reasonably satisfactory to Vitol.

New Senior Secured Term Facility and Post-Exit CTCI Senior DIP Payment Obligation: No mandatory amortization until the applicable Maturity Date, subject to the Excess Cash Flow Sweep.

Subordinated Senior Secured Term Facility and Subordinated Senior Secured EPC Claim: No mandatory amortization until the applicable Maturity Date, subject to the Excess Cash Flow Sweep.

Subordinated Secured EPC Claim, Subordinated Junior EPC Claim and Subordinated Junior Term Facility: No mandatory amortization until the applicable Maturity Date, subject to the Excess Cash Flow Sweep after repayment of senior facilities.

Mandatory Prepayments:

In respect of the New RCF Facility, the New SOA and New SSA, to be consistent with those set forth in the Existing RCF Credit Agreement, the Existing SOA and Existing SSA, but subject to the Documentation Principles, including priority in terms of mandatory prepayments from proceeds of collateral and insurance.
In respect of the New Super Senior Exit Facility, as negotiated by the Board with the New Super Senior Exit Lenders, but subject to the Documentation Principles.

In respect of the Holdco Term Facilities, those mandatory prepayments set forth in Exhibit C as applicable to such facility, subject to the Documentation Principles.

RCF-Term Intercreditor Agreement:

Vitol and the New Super Senior Exit Loan Agent will enter into a customary intercreditor agreement (the "***RCF-Term Intercreditor Agreement***") in favor of the RCF Facilities on terms similar to the Existing RCF-Term Intercreditor Agreement and DIP period intercreditor agreement in favor of the Existing RCF Facility, Existing SOA, and Existing SSA.

Common Terms and Term Intercreditor Agreement:

The agents, lenders and secured parties party to the Holdco Term Facilities (such parties, the "***Holdco Term Financing Parties***") will enter into a Common Terms and Term Intercreditor Agreement (the "***CTTIA***") setting out: (i) the representations and warranties applicable to such facilities (ii) the affirmative and negative covenants applicable to such facilities, (iii) the events of default applicable to such facilities, (iv) the permitted remedies applicable to such facilities, (v) other intercreditor matters applicable to such facilities and (vi) none of the Holdco Term Facilities shall be entitled to any payments except for payments in the waterfall priorities as set forth in this Term Sheet.

Exhibit C sets forth the provisions that will be in the CTTIA in respect of the foregoing clauses (i) through (iii), which shall be set forth in the CTTIA in accordance with the Documentation Principles and shall include provisions agreed to by Holdco Borrower in respect of the Company Parties. Any actions expressly permitted under the Governance Term Sheet shall be permitted under the covenants in the Holdco Term Facilities. No other representations, covenants or events of default shall be included in the Holdco Term Facilities except as set forth in Exhibit C.

The CTTIA will grant CTCI and each other Holdco Term Financing Party adversely affected thereby, a consent right over the following amendments, modifications, consents or waivers:

- transfer, conveyance or release of any interest in (a) any of the equity Collateral and/or (b) any other material Collateral;
- to modify the payment waterfalls to be contained in the CTTIA or authorize any payment to a Holdco Term Financing Party that is not consistent with such waterfalls;
- to shorten the applicable maturity date or payment due date under any Holdco Term Facility; provided, that the foregoing shall not restrict enforcement actions taken on or after December 31, 2030;
- to increase the commitments, funding, reimbursement or other obligations of any holder of a Holdco Term Facility obligation;
- to reduce or forgive the principal amount (or amount payable to) of or reduce the rate of interest on or premium on any Holdco Term Facility obligation, increase interest rates, or to extend the date on which interest, fees, or premium are payable to any holder of a Holdco Term Facility obligation (*provided* that, the vote of Required Holdco Term Lenders shall be sufficient to waive any cash interest payment obligation that applies ratably to holders of Holdco Term Facility obligations within a tranche);
- increase the commitments or obligations under any of the Holdco Term Facilities;
- increase the commitments or obligations under the New Super Senior Exit Facility by more than $20 million (up to a total of $100 million), in each case, without the consent of CTCI and the Required Holdco Term Lenders;
- permit partial refinancings or repayments of obligations under the Holdco Term Facilities (other than repayments contemplated by this Term Sheet, such as the excess cash flow sweep) without the consent of CTCI and the Required Holdco Term Lenders;
- any action that disproportionately and materially adversely affects, any party's Holdco Term Facility rights and obligations as compared to the holders of the Holdco Term Facility obligations within such tranche (it being understood that a "tranche" refers to obligations that are at the same level in the waterfall, so for example, the New Senior Secured Term Loans and Post-Exit CTCI Senior DIP Payment Obligation are in the same tranche);
- any adverse modification to the sections governing amendments, consents and waivers; and
- the items requiring CTCI's consent as set forth in the Governance Term Sheet, including Annex A, as well as in Sections 1(i), 1(ii), 1(iii), 1(v), 2(i) and 2(ii) of the Governance Term Sheet.

All other amendments, consents and waivers shall require the written consent of the Holdco Borrower and the Required Holdco Term Lenders.

(a) After December 31, 2030, the Required Holdco Term Lenders shall be permitted to exercise remedies upon the occurrence and continuation of an Event of Default (as defined in the Holdco Term Facilities) and (b) at any time, the Required Holdco Term Lenders shall be permitted to exercise remedies upon the occurrence and continuation of a bankruptcy event of default with respect to a Company Party. Any proceeds of the exercise of remedies, and all other payments, distributions and other assets received at any time in connection with any Holdco Term Facility, shall be held in trust and distributed ratably to the agents, lenders and CTCI under the Holdco Term Facilities in accordance with the waterfall pursuant to the CTTIA and pursuant to customary intercreditor provisions. For the avoidance of doubt, the Holdco Term Facilities shall include standard secured party protections (including automatic acceleration of obligations) upon the occurrence of a bankruptcy event with respect to a Company Party, consistent with the Existing Term Loan Credit Agreement.

Except as provided in this Term Sheet, CTCI shall have no other voting or consent rights, and none of the Holdco Term Facilities will have any enforcement rights except as set forth in the CTTIA.

Liquidation Waterfall:

The CTTIA shall also set forth a liquidation waterfall, which will apply cash proceeds from an enforcement action as follows:

- *first*, as required under the RCF-Term Intercreditor Agreement, (i) first, to the obligations owing to the secured parties under the New RCF Facility (including the RCF Agent and Vitol under the SOA) and (ii) second, to the obligations owing under the New Super Senior Exit Loan Credit Agreement (including the New Super Senior Exit Loan Agent);
- *second*, on a *pro rata* basis, to the holders of the New Senior Secured Term Facility and Post-Exit CTCI Senior DIP Payment Obligation;
- *third,* (a) first, on a *pro rata* basis, to the holders of the First Out Subordinated Senior Secured Term Facility and (b) second, on a *pro rata* basis, to the holders of the obligations in respect of the Second Out Subordinated Senior Secured Term Facility and Subordinated Senior Secured EPC Claim;
- *fourth*, on a *pro rata* basis, to the holders of the obligations in respect of the Subordinated Secured EPC Claim;

- *fifth*, on a *pro rata* basis, to the holders of the obligations in respect of the Subordinated Junior Term Loan Credit Agreement and Subordinated Junior EPC Claim; and

- *sixth*, on a *pro rata* basis, to the equity holders of Holdco Borrower pursuant to the Governance Term Sheet.

Such priorities shall in each case include all permitted refinancings or incremental debt incurrence at the applicable level, in each case as set forth in the indebtedness covenant in Exhibit C.

Each holder of Holdco Term Facility obligations (including CTCI) agrees to the foregoing waterfall and priority provisions in connection with the transactions contemplated by this Term Sheet.

Required Holdco Term Lenders: Holders of Holdco Term Facility obligations (including, without limitation, CTCI) holding outstanding obligations representing more than 50% of the total obligations across the Holdco Term Facilities in the aggregate.

Interest Rates / Payment in Kind:

New RCF Facility, New SOA and New SSA : Interest rates and payment terms under the RCF Facilities will be consistent with the Existing RCF Credit Agreement, the Existing SOA and the Existing SSA.

New Super Senior Exit Facility: as negotiated by the Board with the New Super Senior Exit Lenders.

New Senior Secured Term Facility: 8.0%, paid in kind through December 31, 2027 and then, solely to the extent of available cash to the Holdco Borrower, paid quarterly in cash thereafter (and if cash is not available, paid in kind) (but subject to the Excess Cash Flow Sweep, in any event)

Post-Exit CTCI Senior DIP Payment Obligation: 8.0%, paid in kind through December 31, 2027 and then, solely to the extent of available cash to the Holdco Borrower, paid quarterly in cash thereafter (and if cash is not available, paid in kind) (but subject to the Excess Cash Flow Sweep, in any event)

Subordinated Senior Secured Term Facility: 8.0%, paid in kind (but subject to the Excess Cash Flow Sweep)

Subordinated Senior Secured EPC Claim: 8.0%, paid in kind (but subject to the Excess Cash Flow Sweep)

Subordinated Secured EPC Claim: 8.0%, paid in kind (but subject to the Excess Cash Flow Sweep)

Subordinated Junior Term Facility: 8.0%, paid in kind (but subject to the Excess Cash Flow Sweep)

Subordinated Junior EPC Claim: 8.0%, paid in kind (but subject to the Excess Cash Flow Sweep)

Fees: The Holdco Borrower and the Midco Borrower will pay certain fees in connection with the Holdco Term Facilities as set forth on Exhibit A to this Term Sheet.

Representations and Warranties:

In respect of the New RCF Facility, the New SOA and New SSA, to be consistent with those set forth in the Existing RCF Credit Agreement, the Existing SOA and Existing SSA, but subject to the Documentation Principles.

In respect of the New Super Senior Exit Facility, as negotiated by the Board with the New Super Senior Exit Lenders, but no more restrictive than the New RCF Facility.

In respect of the Holdco Term Facilities, those representations and warranties listed in Exhibit C hereto applicable to such facility which shall, in each case, be drafted in accordance with the Documentation Principles except as set forth in Exhibit C.

Affirmative Covenants:

In respect of the New RCF Facility, the New SOA and New SSA, to be consistent with those set forth in the Existing RCF Credit Agreement, the Existing SOA and Existing SSA, but subject to the Documentation Principles.

In respect of the New Super Senior Exit Facility, as negotiated by the Board with the New Super Senior Exit Lenders, but no more burdensome than the New RCF Facility.

In respect of the Holdco Term Facilities, the affirmative covenants listed in Exhibit C hereto applicable to such facility which shall, in each case, be drafted in accordance with the Documentation Principles except as set forth in Exhibit C.

Negative Covenants

In respect of the New RCF Facility, the New SOA and New SSA, to be consistent with those set forth in the Existing RCF Credit Agreement, the Existing SOA and Existing SSA, but subject to the Documentation Principles.

In respect of the New Super Senior Exit Facility, as negotiated by the Board with the New Super Senior Exit Lenders, but no more restrictive than the New RCF Facility.

In respect of the Holdco Term Facilities, the negative covenants listed in Exhibit C hereto applicable to such facility which shall, in each case, be drafted in accordance with the Documentation Principles except as set forth in Exhibit C.

Events of Default:

In respect of the New RCF Facility, the New SOA and New SSA, to be consistent with those set forth in the Existing RCF Credit Agreement, the Existing SOA and Existing SSA, but subject to the Documentation Principles.

In respect of the New Super Senior Exit Facility, as negotiated by the Board with the New Super Senior Exit Lenders, but no more restrictive than the New RCF Facility.

In respect of the Holdco Term Facilities, the events of default listed in Exhibit C hereto applicable to such facility which shall, in each case, be drafted in accordance with the Documentation Principles except as set forth in Exhibit C.

Conditions Precedent to Exit from Bankruptcy:	The conditions precedent to the closing (such date, the "**Closing Date**") shall be as set forth below: · delivery of executed financing documents for the Holdco Term Facilities, the New Super Senior Exit Facility and the RCF Facilities, including intercreditor agreements, guaranties, security documents and other collateral deliverables; · delivery of customary legal opinions and corporate deliverables; · delivery of a borrowing request; · the Plan Effective Date shall have occurred on the Closing Date; · payment of fees and expenses (including a deposit of amounts sufficient to pay estate professionals in a professional fee escrow account pending approval of payment of such fees and expenses by the Bankruptcy Court (as defined in the Restructuring Support Agreement)); and · otherwise as set forth in the Plan.
Conditions to Subsequent Borrowings:	[As specified in the RCF Facilities term sheet.]
Expenses:	The Holdco Borrower will pay all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented fees and expenses of counsel (including New York counsel, bankruptcy counsel and local counsel in each appropriate jurisdiction) and a financial advisor) for the Holdco Term Loan Agent and separate counsel for CTCI in connection with administering the Holdco Term Facilities, preparing all documents and enforcing any and all obligations relating to the Holdco Term Facilities. The Midco Borrower will pay all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented fees and expenses of counsel (including New York counsel, bankruptcy counsel and local counsel in each appropriate jurisdiction) and a financial advisor) for the New Super Senior Exit Loan Agent and separate counsel for Vitol in connection with administering RCF Facilities, preparing all documents and enforcing any and all obligations relating to the Midco Facilities. The Holdco Borrower will pay all reasonable and documented out-of-pocket costs and expenses of CTCI (including reasonable and documented fees and expenses of its counsel, local counsel and its financial advisor incurred in connection with workout negotiations and the bankruptcy case).
Counsel to the Holdco Term Loan Agent:	Latham & Watkins LLP.
Counsel to CTCI:	Davis Wright Tremaine LLP and Haynes & Boone, LLP.
Counsel to the RCF Agent:	Sidley Austin LLP.

EXHIBIT A

Fees and Premiums under Facilities

The Holdco Borrower and the Midco Borrower, as applicable, agrees to pay (or cause to be paid) the following:

RCF Fees:	The fees under the RCF Facilities other than the RCF Exit Fee will be consistent with the Existing RCF Credit Agreement, the Existing SOA and the Existing SSA. RCF Exit Fee as negotiated with Vitol by the Board.
New Super Senior Exit Facility Fees:	As negotiated with the New Super Senior Exit Lenders by the Board.
Holdco Term Facility Fees:	None.
Other Exit Premium and Upfront Fees:	None.

EXHIBIT B

Defined Terms

"***BKRF OCB***" means BKRF OCB, LLC, a Delaware limited liability company.

"***Board***" means the board of directors of Holdco Borrower.

"***CTCI***" means CTCI Americas, Inc., a Texas corporation.

"***Excess Cash Flow Sweep***" means a 100% excess cash flow sweep of actual cash received by the Holdco Borrower and remaining in the revenue account on each annual payment date; provided that, Holdco Borrower shall be permitted to reserve an amount of cash in the revenue account to pay reasonably anticipated SG&A of the Holdco Borrower, any debt service under the Holdco Term Facilities and any operating expenses (including maintenance capex) of the Midco Loan Parties.

"***Existing EPC Agreement***" means that certain Turnkey Agreement with a Guaranteed Maximum Price for the Engineering, Procurement and Construction of the Bakersfield Renewable Fuels Project, dated as of May 18, 2021, as amended by that certain Amendment No. 1 to Turnkey Agreement with a Guaranteed Maximum Price, dated as of May 19, 2021, that certain Change Order #1, dated as of June 10, 2022, that certain Change Order #3, dated as of July 8, 2022, that certain Change Order #4, dated as of October 10, 2022, that certain Amendment No. 2 to EPC Agreement, dated as of January 10, 2023, that certain Change Order #5, dated as of April 24, 2023, that certain Heads of Agreement for Proposed Settlement, dated as of October 30, 2023, that certain Change Order #6, dated as of November 10, 2023, that certain Change Order #7, dated as of November 10, 2023, that certain Interim Settlement Agreement, effective as of December 18, 2023, that certain Change Order #9, dated as of April 12, 2024, that certain Change Order #10, dated as of July 9, 2024 and that certain Change Order #11, dated as of August 29, 2024, by and between the Project Company and CTCI.

"***Existing RCF Credit Agreement***" means that certain Credit Agreement, dated as of June 24, 2024, by and among Project Company, BKRF OCB, Holdings, Vitol, as administrative agent and collateral agent (in such capacities, the ***"Existing RCF Agent***"), and the other agents and lenders party thereto from time to time (the***"Existing RCF Lenders***") relating to the revolving loans made thereunder.

"***Existing RCF-Term Intercreditor Agreement***" means that certain Intercreditor Agreement, dated as of June 25, 2024, as amended by that certain Amendment No. 1 to Intercreditor Agreement, dated as of November 4, 2024, by and among the Existing RCF Agent, the Existing Term Loan Agent, the lenders party thereto, BKRF OCB, the Project Company and Holdings.

"***Existing SOA***" means that certain Supply and Offtake Agreement, dated as of June 25, 2024, by and between the Project Company and Vitol.

"***Existing SSA***" means that certain Storage Services Agreement, dated as of June 25, 2024, by and between the Project Company and Vitol.

"***Existing Term Loan Credit Agreement***" means that certain Credit Agreement, dated as of May 4, 2020, as amended by that certain Amendment No. 1 to Credit Agreement and Waiver, dated as of July 1, 2020, that certain Amendment No. 2 to Credit Agreement, dated as of October 12, 2020, that certain Amendment No. 3 to Credit Agreement, dated as of March 26, 2021, that certain Amendment No. 4 to Credit Agreement, dated as of May 19, 2021, that certain Amendment No. 5 to Credit Agreement, dated as of July 19, 2021, that certain Amendment No. 6 to Credit Agreement, dated as of December 20, 2021, that certain Amendment No. 7 to Credit Agreement, dated as of February 2, 2022, that certain Amendment No. 8 to Credit Agreement, dated as of February 2, 2022, that certain Amendment No. 9 to Credit Agreement, dated as of August 5, 2022, that certain Amendment No. 10 to Credit Agreement, dated as of January 30, 2023, that certain Amendment No. 11 to Credit Agreement, dated as of May 19, 2023, that certain Amendment No. 12 to Credit Agreement, dated as of June 21, 2023, that certain Amendment No. 13 to Credit Agreement, dated as of July 5, 2023, that certain Amendment No. 14 to Credit Agreement, dated as of April 9, 2024, that certain Amendment No. 15 to Credit Agreement, dated as of May 6, 2024, that certain Amendment No. 16 to Credit Agreement, dated as of June 25, 2024, that certain Amendment No. 17 to Credit Agreement, dated as of August 29, 2024, that certain Amendment No. 18 to Credit Agreement, dated as of December 16, 2024, that certain Amendment No. 19 to Credit Agreement, dated as of January 27, 2025, that certain Amendment No. 20 to Credit Agreement, dated as of February 21, 2025, that certain Amendment No. 21 to Credit Agreement, dated as of February 27, 2025, and that certain Amendment No. 22 to Credit Agreement, dated as of April 3, 2025, by and among the BKRF OCB, BKRF OCP, LLC ("***Holdings***"), the Project Company, Orion Energy Partners TP Agent, LLC, as administrative agent and collateral agent (in such capacities, the ***"Existing Term Loan Agent***"), and the other agents and lenders party thereto from time to time (the***"Existing Term Lenders***") relating to the tranche A, B, C, C+ and D loans made thereunder.

"***Governance Term Sheet***" means that certain Governance Term Sheet attached as Exhibit D to the Restructuring Term Sheet.

"***Midco Loan Parties***" means Midco Pledgor, Midco Borrower, [BKRF OCB, *existing holdcos*,] the Project Company, SusOils and ATI.

"***Petition Date***" shall have the meaning assigned to such term in the Restructuring Support Agreement.

"***Plan***" shall have the meaning set forth in the Restructuring Support Agreement.

"***Plan Effective Date***" shall have the meaning set forth in the Restructuring Support Agreement.

"***Restructuring Support Agreement***" means that certain Restructuring Support Agreement, dated as of [__], 2025, to which this Term Sheet is attached.

"***Restructuring Term Sheet***" means that certain Restructuring Term Sheet for Holdco Borrower and its subsidiaries, dated as of [__], 2025.

"***Vitol***" means Vitol Americas Corp., a Delaware corporation.

EXHIBIT C

	Term	Covenants in CTTIA applicable to New Senior Secured Term Facility and Post-Exit CTCI Senior DIP Payment Obligation	Covenants in CTTIA applicable to Subordinated Senior Secured Term Facility and Subordinated Senior Secured EPC Claim	Covenants in CTTIA applicable to Subordinated Secured EPC Claim	Covenants in CTTIA applicable to Subordinated Junior Term Facility and Subordinated Junior EPC Claim
Mandatory Prepayments					
1.	Material Project Document Termination Proceeds	Yes, consistent with Section 2.06(b)(i) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(i) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(i) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(i) of Existing Term Loan Credit Agreement

2.	Event of Loss	Yes, consistent with Section 2.06(b)(ii) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(ii) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(ii) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(ii) of Existing Term Loan Credit Agreement
3.	Disposition of Assets	Yes, consistent with Section 2.06(b)(iii) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(iii) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(iii) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(iii) of Existing Term Loan Credit Agreement
4.	Incurrence of Impermissible Debt	Yes, consistent with Section 2.06(b)(iv) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(iv) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(iv) of Existing Term Loan Credit Agreement	Yes, consistent with Section 2.06(b)(iv) of Existing Term Loan Credit Agreement
5.	Excess Cash Flow Sweep applicability	Yes, as specified in term sheet.	Yes, as specified in term sheet.	Yes, as specified in term sheet.	Yes, as specified in term sheet.

Representations and Warranties[5]					
1.	Due Organization	Yes	Yes	Yes	Yes
2.	Authorization	Yes	Yes	Yes	Yes
3.	No conflict	Yes	Yes	Yes	Yes
4.	Approvals	Yes	Yes	Yes	Yes
5.	No MAE	Yes	Yes	Yes	Yes
6.	Financial Statements	Yes	Yes	Yes	Yes
7.	Litigation	Yes	Yes	Yes	Yes
8.	Permits, Environmental Matters	Yes	Yes	Yes	Yes
9.	Compliance with Laws	Yes	Yes	Yes	Yes
10.	Taxes	Yes	Yes	Yes	Yes
11.	Solvency	Yes	Yes	Yes	Yes
12.	ERISA	Yes	Yes	Yes	Yes
13.	Sanctions, OFAC, AML	Yes	Yes	Yes	Yes

[5] NTD: Representations will be consistent with the relevant applicable representations set forth in the Existing Term Loan Credit Agreement, but will include MAE and materiality qualifiers (if not already contained therein).

Affirmative Covenants					
1.	Corporate Existence; Etc.	Yes, consistent with Section 5.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.01 of Existing Term Loan Credit Agreement
2.	Conduct of Business	Yes, consistent with Section 5.02 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.02 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.02 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.02 of Existing Term Loan Credit Agreement
3.	Compliance with Laws and Obligations	Yes, consistent with Section 5.03 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.03 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.03 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.03 of Existing Term Loan Credit Agreement
4.	Maintenance of Title	Yes, consistent with Section 5.05 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.05 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.05 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.05 of Existing Term Loan Credit Agreement
5.	Insurance	Yes, but to avoid an insurance schedule and include a general insurance maintenance covenant.	Yes, but to avoid an insurance schedule and include a general insurance maintenance covenant.	Yes, but to avoid an insurance schedule and include a general insurance maintenance covenant.	Yes, but to avoid an insurance schedule and include a general insurance maintenance covenant.
6.	Payment of Taxes, Etc.	Yes, consistent with Section 5.09 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.09 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.09 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.09 of Existing Term Loan Credit Agreement

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7.	Financial Statements	Yes, consistent with Section 5.10 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.10 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.10 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.10 of Existing Term Loan Credit Agreement
8.	Notices	Yes, consistent with Section 5.11 of Existing Term Loan Credit Agreement, but to remove construction-related items	Yes, consistent with Section 5.11 of Existing Term Loan Credit Agreement, but to remove construction-related items	Yes, consistent with Section 5.11 of Existing Term Loan Credit Agreement, but to remove construction-related items	Yes, consistent with Section 5.11 of Existing Term Loan Credit Agreement, but to remove construction-related items
9.	Use of Proceeds	Yes, as set forth in term sheet	Yes, as set forth in term sheet	Yes, as set forth in term sheet	Yes, as set forth in term sheet
10.	Security	Yes, consistent with Section 5.14 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.14 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.14 of Existing Term Loan Credit Agreement	No
11.	Further Assurances	Yes, consistent with Section 5.15 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.15 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.15 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.15 of Existing Term Loan Credit Agreement
12.	Bank Accounts	Yes, consistent with Section 5.18 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.18 of Existing Term Loan Credit Agreement	Yes, consistent with Section 5.18 of Existing Term Loan Credit Agreement	No

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Negative Covenants					
1.	Subsidiaries; Equity Issuances	Yes	Yes	Yes	Yes
2.	Indebtedness	Yes, (i) to reflect this term sheet, (ii) to reflect other operational baskets consistent with Section 6.02 of Existing Term Loan Credit Agreement and (iii) other customary baskets (including permitted refinancings and working capital financings for SusOils) to be agreed.	Yes, (i) to reflect this term sheet, (ii) to reflect other operational baskets consistent with Section 6.02 of Existing Term Loan Credit Agreement and (iii) other customary baskets (including permitted refinancings and working capital financings for SusOils) to be agreed.	Yes, (i) to reflect this term sheet, (ii) to reflect other operational baskets consistent with Section 6.02 of Existing Term Loan Credit Agreement and (iii) other customary baskets (including permitted refinancings and working capital financings for SusOils) to be agreed.	Yes, (i) to reflect this term sheet, (ii) to reflect other operational baskets consistent with Section 6.02 of Existing Term Loan Credit Agreement and (iii) other customary baskets (including permitted refinancings and working capital financings for SusOils) to be agreed.
3.	Liens	Yes	Yes	Yes	Yes
4.	Investments	Yes. Any investments between the Company Parties shall be permitted.	Yes. Any investments between the Company Parties shall be permitted.	Yes. Any investments between the Company Parties shall be permitted.	Yes. Any investments between the Company Parties shall be permitted.
5.	Business Activities	Yes, consistent with Section 6.05(b) of Existing Term Loan Credit Agreement for the Project Company and to include holding company covenant for all entities other than operational entities	Yes, consistent with Section 6.05(b) of Existing Term Loan Credit Agreement for the Project Company and to include holding company covenant for all entities other than operational entities	Yes, consistent with Section 6.05(b) of Existing Term Loan Credit Agreement for the Project Company and to include holding company covenant for all entities other than operational entities	Yes, consistent with Section 6.05(b) of Existing Term Loan Credit Agreement for the Project Company and to include holding company covenant for all entities other than operational entities

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6.	Restricted Payments	No restricted payments by the Holdco Borrower will be permitted except for tax distributions and other customary baskets to be agreed. The other Company Parties shall be permitted to make restricted payments to their parent.	No restricted payments by the Holdco Borrower will be permitted except for tax distributions and other customary baskets to be agreed. The other Company Parties shall be permitted to make restricted payments to their parent.	No restricted payments by the Holdco Borrower will be permitted except for tax distributions and other customary baskets to be agreed. The other Company Parties shall be permitted to make restricted payments to their parent.	No restricted payments by the Holdco Borrower will be permitted except for tax distributions and other customary baskets to be agreed. The other Company Parties shall be permitted to make restricted payments to their parent.
7.	Fundamental Changes; Asset Sales	Yes	Yes	Yes	Yes
8.	Accounting Changes	Yes, consistent with Section 6.08 of Existing Term Loan Credit Agreement	Yes, consistent with Section 6.08 of Existing Term Loan Credit Agreement	Yes, consistent with Section 6.08 of Existing Term Loan Credit Agreement	Yes, consistent with Section 6.08 of Existing Term Loan Credit Agreement
9.	Transactions with Affiliates	Yes, consistent with Section 6.10 of Existing Term Loan Credit Agreement	Yes, consistent with Section 6.10 of Existing Term Loan Credit Agreement	Yes, consistent with Section 6.10 of Existing Term Loan Credit Agreement	Yes, consistent with Section 6.10 of Existing Term Loan Credit Agreement

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Events of Default					
1.	Payment Default	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement
2.	Representation and Warranties breach	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement
3.	Covenant Breach	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement
4.	Bankruptcy	Yes, but only for Company Parties	Yes, but only for Company Parties	Yes, but only for Company Parties	Yes, but only for Company Parties
5.	Judgments	Yes, but only for Company Parties	Yes, but only for Company Parties	Yes, but only for Company Parties	Yes, but only for Company Parties
6.	Loss of Security Documents	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	No
7.	ERISA Events	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement
8.	Event of Total Loss	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement	Yes, consistent with Section 7.01 of Existing Term Loan Credit Agreement
9.	Cross-payment EOD and cross-acceleration to other Debt	Yes	Yes	Yes	Yes

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EXHIBIT D

Form of New CTCI Contract

[***]

EXHIBIT D

Governance Term Sheet

Governance Term Sheet

This term sheet (together with all annexes, schedules, and exhibits attached hereto, this "**Governance Term Sheet**") summarizes the material terms of the proposed governance of Reorganized GCEH (the "**Company**"), and its direct and indirect subsidiaries (together with the Company, the "**Company Parties**" and each, individually, a "**Company Party**") (the transactions proposed herein the "**Governance Transactions**"). Capitalized terms used but not otherwise defined in this Governance Term Sheet shall have the respective meanings ascribed to such terms in that certain Restructuring and Support Agreement to which this Governance Term Sheet is attached (the "**RSA**").

THIS GOVERNANCE TERM SHEET IS NEITHER AN OFFER WITH RESPECT TO ANY SECURITIES NOR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS GOVERNANCE TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE EFFECTIVE DATE OF THE ORGANIZATIONAL DOCUMENTS ON THE TERMS DESCRIBED HEREIN AND WITHIN THE RSA, DEEMED BINDING ON ANY OF THE PARTIES HERETO . THIS GOVERNANCE TERM SHEET AND THE INFORMATION CONTAINED HEREIN ARE STRICTLY CONFIDENTIAL AND MAY NOT BE SHARED WITH ANY PERSON OTHER THAN THE COMPANY PARTIES AND THE CONSENTING STAKEHOLDERS AND THEIR RESPECTIVE PROFESSIONAL ADVISORS OR EXCEPT AS OTHERWISE SET FORTH IN ANY CONFIDENTIALITY AGREEMENT BETWEEN THE COMPANY PARTIES AND THE CONSENTING STAKEHOLDERS OR THEIR RESPECTIVE PROFESSIONAL ADVISORS.

THIS GOVERNANCE TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE GOVERNANCE TRANSACTIONS DESCRIBED HEREIN, WHICH GOVERNANCE TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF THE DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, AND THE CLOSING OF ANY GOVERNANCE TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS.

Without limiting the generality of the foregoing, this Governance Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution, and delivery of the Definitive Documents, including but not limited to the operating agreement and/or other applicable governance documents (the "**Organizational**

Documents"). The regulatory, tax, accounting, and other legal and financial matters and effects related to the Governance Transactions or any related restructuring or similar transaction have not been fully evaluated, and any such evaluation may affect the terms and structure of any Governance Transactions or related transactions.

This Governance Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Governance Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions.

Subject	Key Terms
General Structure	The Company will be a Delaware limited liability company that will elect to be classified as an association taxable as a corporation for U.S. federal income tax purposes effective as of the date of its conversion or formation, as the case may be, will be managed by a board of directors (the "**Board**"), which will be responsible for overseeing the operation of the business conducted by the Company Parties. For the avoidance of doubt, the Company will not be a public reporting company or listed on any exchange as of the Plan Effective Date.
Business Purpose	The purpose of the Company and its subsidiaries shall be engaging in the direct or indirect investment in projects and businesses in connection with or related to any aspect of vertically integrated renewable fuels production, including generation and sale of renewable fuel sources and byproducts, through camelina varieties, crop feedstock and other plant science and/or other renewable fuel production sources, growth or production of renewable fuel production sources including camelina varieties, and research and development of plant science related to any of the foregoing, and engaging in any other lawful act or activity that now or in the future may be necessary, convenient, incidental or advisable to accomplish the foregoing and that is not forbidden by law in the jurisdictions in which the Company and/or its subsidiaries, as applicable, engage in such businesses or activities (the "**Business Purpose**").
Capitalization; Capital Contributions	The Organizational Documents will provide that the equity interests of the Company will be initially evidenced by two classes of ownership interests: common units (each of which, a "**Common Unit**" and each holder of a Common Unit, a "**Common Holder**"), and preferred units (each of which, a "**Preferred Unit**", and collectively, with the Common Units, the "**Units**", and each holder of a Preferred Unit, a "**Preferred Holder**" and together with each Common Holder, a "**Holder**"). Each class of Units shall have the rights and obligations set forth herein. The issued and outstanding Common Units as of the Plan Effective Date shall be owned 100% by the lenders or affiliates thereof under the Prepetition Term Loan Credit Agreement (such lenders, the "**Prepetition Term Loan Lenders**"), in such relative amounts as shall be determined by the Prepetition Term Loan Lenders prior to the Plan Effective Date. The Preferred Units will be issued at a price of $1,000 per Preferred Units and, as of the Plan Effective Date, the issued and outstanding Preferred Units shall be owned (i) 44.4% by the Prepetition Term Loan Lenders or affiliates thereof (and allocated as among them in such relative amounts as shall be determined by the Prepetition Term Loan Lenders prior to the Plan Effective Date) in exchange for an aggregate amount of deemed capital contributions equal to $100,000,000 and (ii) 55.6% by CTCI or its affiliates (and allocated as among them in such relative amounts as shall be determined by CTCI prior to the Plan Effective Date) in exchange for an aggregate amount of deemed capital contributions equal to $125,000,000. None of the Holders shall have any obligation to contribute capital to the Company. The Preferred Units shall be automatically redeemed, surrendered and canceled, without the need for further action by the Company, the Board or any other Person, on and as of the date on which the Holder of such Preferred Units receives distributions, as declared by the Board, from the Company or proceeds of a sale (including any Company Sale Transaction and/or Drag-Along) that, in any case, result in the Preferred Holder achieving the Preferred Return in respect of such Preferred Units. The Preferred Holders shall have no right to cause the Company to redeem the Preferred Units.

Subject	Key Terms
Board; Governance	The business and affairs of the Company Parties shall be governed by the Board, and, except as expressly set forth in this Governance Term Sheet (including the CTCI Consent Matters) no Holder, in its capacity as such, shall participate in the management or control of any Company Party's respective business, transact any business on behalf of any Company Party, or have the power to act for or bind any Company Party, said powers being vested solely and exclusively in the Board. Each direct and indirect subsidiary of the Company shall be managed by its members or shareholders, as applicable, with decisions and actions of such member or shareholder governed by the Board, except as required under the applicable laws of the jurisdiction of organization of any Subsidiary, as applicable, in which cases such subsidiaries shall be governed by a board of directors or similar governing body that is comprised of the same individuals as the Board and subject to the same voting and governance rights with respect thereto. Board Composition: The Board will initially be comprised of seven (7) directors selected as follows (each, a "**Director**"): (i) Four (4) directors designated by vote of the Common Holders holding, in the aggregate, at least a majority of the then-issued and outstanding Common Units (each, a "**Common Director**"); (ii) Two (2) directors designated by CTCI Americas, Inc. (or any Affiliate thereof that is a Holder) (collectively, "**CTCI**") for so long as CTCI owns any Preferred Units (each, a "**CTCI Director**") (it being understood that such right to designate the CTCI Directors is not transferrable other than to a transferee of a majority of the Preferred Units, and then such transferee shall have the right to designate the CTCI Director only for so long as such transferee owns a majority of the then-issued and outstanding Preferred Units); and

(iii) One (1) independent director (the "**Independent Director**") to be selected by a majority of the other Directors, which shall be a natural person with experience and expertise in or relating to the industry in which the Company operates and not an employee of any Holder.

Director Removal; Replacement: A Director may be removed at any time from the Board (with or without cause) at the written request of the designee of such Director (or, with respect to the Independent Director, as determined by a majority of the other Directors). In the event of the removal, resignation, death or incapacity of any Director, the Person(s) entitled to designate such Director shall be entitled to appoint a new Director to fill such vacancy. A chairman of the Board will be determined by a majority vote of the Board.

Meetings: Meetings of the Board (and any committee thereof) shall be held at the principal office of the Company or at such other place as determined by the Board (or such committee). Notice of each such meeting shall be provided in writing and shall state the date, place and time of such meeting and provided to each member of the Board (or such committee) by hand, e-mail, overnight courier or the United States mail not less than 5 days and not more than 60 days prior to such meeting. Notice may be waived before or after such meeting by attendance without protest. A meeting of the Board may be held by telephone conference or similar remote communication equipment by means of which all individuals participating can be heard.

Subject	Key Terms
	Quorum: Quorum will require attendance (whether in person, by remote communication or proxy) of a majority of the then-current Directors, which shall include the attendance of a CTCI Director; provided, however, that any Director actually present that voluntarily recuses themselves from a meeting or a vote shall be counted as present for quorum purposes. In the event that a quorum is not present for two (2) successive duly called meetings of the Board solely due to the absence of a CTCI Director (in person, by remote communication or by proxy) within one hour following the time appointed for the second of such meetings, the remaining directors may reconvene such meeting no earlier than 48 hours after the originally scheduled meeting, and the attendance of a CTCI Director shall not, at such reconvened meeting, be required to constitute a quorum, and the agenda for such reconvened meeting shall be the same as both previously called meetings. Board Voting and Action by Written Consent : Each Director shall have one vote and, except with respect to the CTCI Consent Matters (described below) or as otherwise expressly set forth herein, action by the Board (or any committee thereof) shall require simple majority approval. Action by the Board (or any committee thereof) may be taken by vote at a meeting thereof or by written consent (without a meeting, without notice and without a vote) so long as such written consent is executed by all Directors whose affirmative vote or consent would have been required had the vote been held at a duly convened meeting and such consent is not effective until 48 hours after notice thereof of the taking of such consent has been provided to each Director. The Board will use reasonable efforts to consult with at least one CTCI Director prior to taking any action by written consent. For the avoidance of doubt, all actions taken by the Board by written consent require at least 48 hours advance notice to the directors designated by CTCI. Board Compensation/Expense Reimbursement: The Independent Director shall receive reasonable compensation in an amount and form to be agreed by such Independent Director and the Board, and each Director shall receive reimbursement of reasonable and documented out-of-pocket expenses associated with attending meetings of the Board. Fiduciary Duties: No Director shall owe to the Company fiduciary duties in its capacity as such, and such duties shall be waived to the maximum extent permitted by applicable law. Indemnification; Insurance: Each Director will be entitled to the benefits of customary director indemnification provisions and liability insurance to be set forth in the Organizational Documents of the Company. Committees: The composition of any committee of the Board, and the authority thereof, will be subject to agreement by majority vote of the Board; provided, however, that in no event may the Board delegate to any committee the authority to take any action that constitutes a CTCI Consent Matter without obtaining the requisite approval from CTCI to take such action. Any committee of the Board shall include at least one member appointed by CTCI, unless such requirement is waived in advance by CTCI in writing. As of the Plan Effective Date, the Board shall be deemed to have approved the formation of an Operational Committee, which shall be comprised of three (3) to five (5) members, as determined by the Board, which members shall include at least one member appointed by CTCI. Such Operational Committee shall solely serve as an advisory committee to the Board but shall not, for the avoidance of doubt, be granted any authority or discretion to act on behalf of the Board. Board Observer: Each Holder shall be entitled to designate one (1) individual representative (each, a "**Board Observer**") to attend (whether in person, by remote communication) any meeting of the Board. The Company will provide each Board Observer written notice of each applicable meeting at the same time and in the same manner notice is given to the Directors. For the avoidance of doubt, except for a Board Observer holding a valid written proxy from a Director, no Board Observer shall be taken into consideration for purposes of determining whether a quorum is present at any meeting and no Board Observer shall be entitled to vote on any matters presented before the Board. For purposes of clarity, the parties agree and acknowledge that no Board Observer shall have any fiduciary duties or obligations to the Company and, under no circumstances, shall any indemnity and/or advancement contemplated by the Organizational Documents be negated or otherwise impacted by any claim which alleges a breach of any such duties. Each Board Observer shall agree to keep confidential any confidential information obtained from the Company and its Affiliates in its capacity as Board Observer, and any Holder appointing a Board Observer will be responsible for any breach of the confidentiality restrictions set forth in the Organizational Documents by such Board Observer receiving disclosure of information in its capacity as such. Notwithstanding anything to the contrary herein, the Board reserves the right, on behalf of the Company, to reasonably withhold any information and to reasonably exclude any such Board Observer from any meeting or portion thereof if access to such information or attendance at such meeting would reasonably be expected to (a) adversely affect the attorney-client or work product privilege between the Company and its counsel, or (b) result in a conflict of interest (including with respect to any pending, threatened or completed action, suit or proceed, or any proposed or pending transaction, in each case involving the Company, on the one hand, and any Holder or its respective Affiliates, on the other hand) or otherwise violate the Company's or any of its subsidiaries' confidentiality obligations under any written agreement to which the Company or any of its subsidiaries is a party or is otherwise bound.

Subject	Key Terms
CTCI Consent Matters	Notwithstanding anything to the contrary herein, the matters set forth on **Annex A** attached hereto (each, a "**CTCI Consent Matter**") shall require the consent of the Board as well as CTCI so long as it owns any Preferred Units. Except as otherwise expressly provided in this Governance Term Sheet, the CTCI Consent Matters shall be the only actions or matters that require the consent or approval of CTCI, and no other action or decision by the Company Parties, the Board or the Common Holders shall require the consent or approval of CTCI or any of the Preferred Holders in their capacity as such.
Officers	Appointment; Authority: The Board shall be entitled to appoint, delegate authority to and remove such officers of the Company as the Board may from time to time deem appropriate (each, an "**Officer**"). Each Officer shall serve in such capacity until removed or replaced by the Board. Any delegation of authority to an Officer to take any action must be approved, if applicable, in the same manner as would be required for the Board to approve such action directly. Any employment agreement of compensation payable to any Officer shall be subject to the approval of the Board. Fiduciary Duties: Each Officer, in the performance of their duties as such, shall owe to the Company the same fiduciary duties as an officer of a Delaware corporation. Indemnification; Insurance: Each Officer will be entitled to the benefits of customary officer indemnification provisions and liability insurance in the Organizational Documents of the Company.
Management Incentives	The Board, in its discretion and from time to time, may adopt and approve a cash bonus plan or similar form of compensation plan for the benefit of the employees of the Company and shall further have discretion to issue any awards thereunder on such terms as it may determine.
Budget	The Company shall prepare and provide to the Board at least 60 days prior to the end of any year (beginning with the year ended December 31, 2026) a proposed annual budget and operating plan for the immediately succeeding year ("**Annual Budget**"). Adoption of the Company's Annual Budget will require approval by consent of the Board with such revisions thereto as the Board may determine, which Annual Budget will require the approval of the Independent Director; provided, that, to the extent that any individual line item in the proposed Annual Budget also requires consent of CTCI as a CTCI Consent Matter, such consent shall also be obtained in connection with approving such Annual Budget; provided, further, that the proposed Annual Budget shall become effective with respect to (i) each individual line item that requires the consent of CTCI as a CTCI Consent Matter, if any, upon the consent of CTCI and consent of the Board, and (ii) each individual line item in such proposed Annual Budget that does not require consent of CTCI as a CTCI Consent Matter, upon the consent of the Board with respect to adoption of such proposed Annual Budget (as modified by the Board, as applicable). If an Annual Budget is not approved on or before the start of a fiscal year, then a default Annual Budget will apply to such fiscal year, which shall be equal to and consistent with the prior year's approved Annual Budget subject to the following: (i) operating expenses set forth in the prior year's Annual Budget shall roll forward subject to an escalator of 10%, (ii) recurring maintenance capital expenditures set forth in the prior year's Annual Budget shall roll forward and (iii) except with respect to recurring maintenance capital expenditures subject to clause (ii), all other capital expenditures set forth in the prior year's Annual Budget shall be excluded from such default Annual Budget except to the extent and only to the extent that any capital expenditure set forth in the prior year's Annual Budget was not actually incurred in the prior year. The initial Annual Budget for the fiscal year ending December 31, 2025 will be adopted and approved by the Board in connection with the adoption of the Organizational Documents on the Plan Effective Date.

Subject	Key Terms

Additional Issuances of Equity	Preemptive Rights: If approved by the Board, the Company shall issue additional equity in the Company or its subsidiaries on such terms and with such rights and preferences as the Board may determine (subject to any required consent in respect of any applicable CTCI Consent Matters); provided that, except in connection with any Excluded Issuance, in respect of any future issuances, offering or sale of (i) equity securities in the Company that would rank senior or *pari passu* with the Preferred Units in order of priority with respect to distributions or (ii) securities convertible into or exchangeable for equity securities in any subsidiary of the Company ("**New Securities**"), the Preferred Holders will have *pro rata* preemptive rights with respect to such issuance. The Board shall provide written notice to Holders notifying them of the intent to issue, offer or sell such New Securities, which notice shall include a description of the New Securities, including the applicable price and terms thereof (the "**New Securities Notice**"). The Preferred Holders will have 30 days after receipt of the New Securities Notice (the "**Preferred New Issue Exercise Period**") to elect to purchase up to its pro rata share of the New Securities by providing written notice of such election to the Board. In the event that any Preferred Holder does not timely elect during the Preferred New Issue Exercise Period to purchase all of its pro rata share of the New Securities or declines to purchase any New Securities or the Preferred New Issue Exercise Period otherwise expires, then the Common Holders shall have the right to acquire their respective pro rata share of the amount of New Securities still available after such Preferred New Issue Exercise Period (the "**Remaining New Securities**") during the 30 days following receipt of written notice from the Board of such Remaining New Securities (the "**Common New Issue Exercise Period**"). In the event that any Common Holder does not timely elect during the Common New Issue Exercise Period to purchase all or its pro rata share of the Remaining New Securities or declines to purchase any Remaining New Securities of the Common New Issue Exercise Period otherwise expires, then the Board may then issue, offer or sell to a third party the amount of Remaining New Securities that are still available after such Common New Issue Exercise Period. Any third party that acquires any New Securities in accordance with the foregoing shall be admitted as a new Holder and shall deliver to the Company a written instrument agreeing to be bound by the terms of the Organizational Documents. Notwithstanding anything herein to the contrary, in the event that any New Securities are not issued to the Preferred Holders, the Common Holders or a third party pursuant to the foregoing within the period that is 120 days after the date of the expiration of the Common New Issue Exercise Period, as such 120-period may be extended as necessary in order to obtain any regulatory approvals required for such transaction, then such New Securities shall not be issued, offered or sold without again complying with the foregoing requirements. Notwithstanding the foregoing, if the Board (including the Independent Director) reasonably determines that it is in the best interests of the Company, it may (i) if the Board (including the Independent Director) also determines that the Company has an urgent capital need that reasonably justifies shortening the Preferred New Issue Exercise Period and the Common New Issue Exercise Period, in each case, to a shorter period that is not less than 10 days, and/or (ii) offer and sell New Securities without first complying with the foregoing provisions so long as Holders are given the opportunity to purchase the New Securities that they would otherwise have had the right to purchase within 60 days after the sale of such New Securities. "**Excluded Issuance**" means the issuance of any Units (or securities convertible into or exchangeable for Units) or of equity securities (or securities convertible into or exchangeable for equity securities) in a subsidiary of the Company (a) that rank junior in order of priority of distribution to the Preferred Units, (b) after the expiration of the Standstill Period, to any Person that is not a Holder or an Affiliate thereof as consideration in any acquisition or other strategic transaction (such as a joint venture, marketing or distribution arrangement, or participation or development arrangement) approved by the Board, (c) as a *pro rata* distribution to the equityholders or upon any split, subdivision or combination of Units, (d) following the Standstill Period, in connection with a Company Sale Transaction, (e) the proceeds of which will be used to redeem the Preferred Units in exchange for payment of the Preferred Return, or (f) to the Company or any other direct or indirect subsidiary of the Company.

Subject	**Key Terms**
Transfer Restrictions	Transfer Requirements: Any direct or indirect transfer of Units shall be made in accordance with and subject to satisfaction of the following conditions to transfer: (i) compliance with all applicable federal and state securities laws and regulations (including exemption from all registration requirements), (ii) the agreement by the applicable transferee in writing to be bound by the terms of such Organizational Documents in the form of a joinder to the Organizational Documents in form and substance acceptable to the Board, (iii) that such transfer shall not cause the Company to be deemed an "investment company" under the Investment Company Act of 1940, (iv) that such transferee is not an entity or person subject to sanctions, and (v) that such transferee is not a competitor of the Company (as reasonably determined by the Board including the Independent Director). The Board shall be entitled to waive any of the foregoing conditions to the extent permitted by applicable law. Common Transfers: Aside from the transfer requirements described above, there shall be no restrictions on transfers of Common Units; provided that, for the avoidance of doubt, the Common Units shall be subject to the Drag-Along Rights described below. Preferred Transfers: The Preferred Units shall be subject to the Tag-Along Rights and Drag-Along Rights described below and the restrictions on transfer described above, but there shall be no other restrictions on transfer of the Preferred Units. Standstill: During the period commencing on the Plan Effective Date and ending on December 31, 2030 (the '**Standstill Period**"), in no event shall any of the Company or its subsidiaries (a) voluntarily file or cause to be filed a petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under the U.S. Bankruptcy Code or any other insolvency law, or the dissolution, winding up or liquidation of the Company or any of its subsidiaries, or (b) sell all or substantially all of the business of the Company or any of its subsidiaries (whether by way of purchase agreement, tender offer, merger, consolidation, business combination, equity sale or issuance or other similar transaction) (a "**Company Sale Transaction**"), in each case of (a) and (b) unless such filing or Company Sale Transaction, as applicable, either (i) is approved by CTCI (which consent right shall constitute a CTCI Consent Matter) and the Board (including the affirmative prior written consent of at least one CTCI Director) or (ii) approved by the Board and, in connection with such filing or transaction, all obligations owed to CTCI by any Company Party shall be satisfied in full, and each Preferred Unit will be redeemed in cash or marketable securities in exchange for receipt (when taken together with any prior distributions in respect of such Preferred Unit) of its applicable Preferred Return. For the avoidance of doubt, after the expiration of the Standstill Period, with respect to any Company Sale Transaction that will be consummated after the end of the Standstill Period, (i) there shall be no minimum return requirement with respect to consideration received by any Holder, and (ii) subject to approval by the Board, any such Company Sale Transaction may be in exchange for no equity consideration, in which case then-outstanding Units may be deemed to be automatically canceled upon consummation of such Company Sale Transaction for no consideration.

Subject	Key Terms
	Drag-Along Rights: If at any time the Board (by majority consent) elects to consummate a sale or transfer, in a bona fide arm's length transaction (or series of related transactions) (including by way of purchase agreement, tender offer, merger, consolidation, business combination or other similar transaction) for all or substantially all of the issued and outstanding Units, then, in such case the Company may require each of the Holders to transfer all of such Holder's Units to a Person or Persons (other than any Person that is an Affiliate of any Holder) (the foregoing, a "**Drag-Along Sale**"); provided, that, with respect to any such Drag-Along Sale that will be consummated prior to the end of the Standstill Period, the Preferred Holders shall only be obligated to participate in such Drag-Along Sale if, as a result of such Drag-Along Sale, such Preferred Holders will receive consideration in an amount sufficient to cause the Preferred Holders to achieve their Preferred Return (taking into account any prior distributions in respect of the Preferred Units) and automatically redeemed upon receipt of such consideration; provided, further, that, with respect to any such Drag-Along Sale that will be consummated after the end of the Standstill Period, (i) there shall be no minimum return requirement with respect to consideration received by any Holder, and (ii) subject to approval by the Board, any such Drag-Along Sale may be in exchange for no equity consideration, in which case then-outstanding Units may be deemed to be automatically canceled upon consummation of such Drag-Along Sale for no consideration. The definitive documentation will outline the mechanics for a Drag-Along Sale, including notification to and receipt by the Preferred Holders of information regarding such Drag-Along Sale. The consideration received by the Holders in connection with the Drag-Along Sale will be allocated among the Holders in the same proportion that such Holder would have received if such consideration had been distributed by the Company in a complete liquidation pursuant to the rights and preferences set forth below. In connection with a Drag-Along Sale, each Holder shall execute such documents (other than any non-competition, or other similar covenants restricting future business opportunities and activities of such Holder or its Affiliates) and make such customary representations and warranties with respect to title, power and authority, organization and good standing, enforceability, absence of liens or encumbrances and adverse claims, absence of conflicts, absence of consents and approvals, and absence of brokers ("**Fundamental Representations**"), and such covenants and indemnities, in each case, solely as to itself, as are executed and made by each other Holder and their respective Affiliates; provided that any indemnification or obligations as among such Holders will be apportioned pro rata (based on the consideration proceeds to be received by each Holder in such Drag-Along Sale) as among them (and each such Holder shall be severally, and not jointly, liable for its pro rata apportionment), other than any indemnification or other obligations with respect to such Holder's Fundamental Representations and warranties, to the extent relating individually to such Holder, its Units and its participation in the Drag-Along Sale (the indemnification and other obligations in respect of which shall be borne solely by such Holder); provided, further, that in no event shall any Holder's aggregate liabilities exceed the proceeds payable on the Preferred Units actually received by such Holder in such Drag-Along Sale. In connection with a Drag-Along Sale, each Holder agrees to (i) consent to and raise no objections against the Drag-Along Sale or the applicable process, (ii) waive and confirm such Holder has no dissenter's rights, appraisal rights, or other similar rights, (iii) all actions reasonably required or requested by the Board to consummate such Drag-Along Sale, and (iv) comply with the terms of the documentation related to such Drag-Along Sale. Tag-Along Rights: Each of the Preferred Holders shall have a tag-along right to participate in any sale by another Preferred Holder of any or all of its Preferred Units (other than customary exceptions, including transfers to Affiliates of the applicable transferring Preferred Holder or to other existing Holders or transfers of Preferred Units that are contemplated in connection with a transfer by such transferring Preferred Holder of any indebtedness of the Company or its subsidiaries owed to such transferring Preferred Holder) at the same time and on the same terms and conditions as the transferring Preferred Holder (a "**Tag-Along Sale**"). Any Preferred Holder that desires to sell any or all of its Preferred Units other than pursuant to the applicable exceptions shall provide written notice to each other Preferred Holder, which notice shall include the terms and conditions of the proposed Tag-Along Sale, and the number of Preferred Units contemplated to be sold, and shall include copies of any written proposals or agreements related to such sale (the "**Tag-Along Notice**"). Within 15 days after receipt of such Tag-Along Notice, the recipient Preferred Holders may irrevocably elect to participate in such Tag-Along Sale and sell a *pro rata* portion of its Preferred Units to the proposed transferee on the same terms and conditions as set forth in the Tag-Along Notice. For the avoidance of doubt, the consideration in any Tag-Along Sale in which any Preferred Holder participates is not required to result in achievement of the Preferred Return. The definitive documentation will outline the mechanics for a Tag-Along Sale, including notification to and receipt by the Preferred Holders of information regarding such Tag-Along Sale and notification of election to participate therein. A Preferred Holder participating in a Tag-Along Sale shall not be required to (i) make any representations or warranties to the transferee other than Fundamental Representations and investment qualifications, or (ii) enter into any non-competition or similar covenants restricting the future business opportunities and activities of such participating Holder or its Affiliates. To the extent that the participating Holders are to provide any indemnification or assume any post-closing liabilities, each transferring Holder in such Tag-Along Sale shall do so severally and not jointly (and on a *pro rata* basis in accordance with the relative value of consideration received by such transferring Holders).

Subject	Key Terms
	Notwithstanding the foregoing, to the extent that the aggregate number of Preferred Units proposed to be transferred pursuant to any sale with respect to which a Preferred holder's *pro rata* tag-along rights apply exceeds the total number of Preferred Units that a proposed transferee is willing to purchase, the number of Preferred Units to be transferred by each seller thereof shall be reduced such that a *pro rata* portion of each seller's Preferred Units are sold to such transferee. If no other Preferred Holder elects to participate in a Tag-Along Sale with the transferring Preferred Holder, then the transferring Preferred Holder may consummate the sale of such Preferred Units on the terms and conditions set forth in the Tag-Along Notice, subject to the other provisions of the Organizational Documents, within the 120-day period following the date of such Tag-Along Notice without again complying with the Tag-Along Sale procedures.
Distributions	At the times determined by the Board, all available cash (subject to customary reserves as determined by the Board) shall be distributed to the Holders as follows: (i) *First*, 100% to the Preferred Holders until each Preferred Holder has received the Preferred Return with respect to each Preferred Unit held by such Preferred Unit, *pro rata* based on relative amounts required to be distributed to each such Preferred Holder in order to achieve such Preferred Return with respect to each Preferred Unit held by such Preferred Holder; and (ii) *Thereafter*, 100% to the Common Holders, *pro rata* based on the number of Common Units held by each such Common Holder.

	"**Preferred Return**" means an amount, with respect to each Preferred Unit and determined as of any applicable date, sufficient to cause the difference between (a) an amount equal to $1,000 per Preferred Unit (with respect to each Preferred Unit, the "**Preferred Unit Principal Amount**") plus interest on the Preferred Unit Principal Amount accreting daily from and after the Plan Effective Date and compounding quarterly at a rate of 8% per year and (b) the aggregate amount of distributions in respect of such Preferred Unit plus the amount of any sale proceeds received from the Company in respect of such Preferred Unit, including in connection with any Drag-Along Sale or Company Sale Transaction, to equal $0. To the extent permitted by the Company and its subsidiaries material agreements, debt documents and law, and after setting aside reasonable reserves as determined by the Board and the payment of all other amounts then due and payable, any excess cash available will be distributed to the Company to pay the Preferred Return.
Information Rights	To be consistent with information rights set forth in the Exit Term Loan Credit Agreements and the New CTCI Agreement.
Expenses	The Company shall reimburse each Holder for their respective reasonable documented out-of-pocket third party expenses associated with any proposed amendment, consent or similar action of such Holder as may be requested or required to the extent such costs or expenses are incurred after the Plan Effective Date.
Amendments	The Organizational Documents (including the classification of the Company for U.S. federal income tax purposes) will not be amended, modified or waived without the approval of the Board. Additionally, CTCI shall have the right to approve any amendment or modification to, or waiver under, the Organizational Documents that would remove or materially and adversely (as with respect to CTCI) alter Tag-Along Rights, Drag-Along Rights, Preemptive Rights, Information Rights, Standstill, the rights described above under the heading "CTCI Consent Matters" and other transfer and voting related provisions (or the meanings of any defined terms within such sections). Any modification of CTCI's Director-designation rights shall require the prior written consent of CTCI. Additionally, the Preferred Holders (by approval of the Holders of a majority of the then issued and outstanding Preferred Units) shall have the right to approve (which approval shall not be unreasonably withheld, conditioned or delayed) any amendment or modification to, or waiver under, the Organizational Documents that (i) would be material, adverse and disproportionate to the Preferred Holders (as compared to Holders of any other class of Units) and/or (ii) would remove or materially and adversely (as with respect to the Preferred Holders) alter Tag Along Rights, Drag Along Rights, Preemptive Rights, Information Rights, Standstill and other transfer and voting related provisions (or the meanings of any defined terms within such sections). Any modification of a Holder's (or group of Holder's) Director designation rights shall require the prior written consent of such Holder (or group of Holders, as applicable). Except as explicitly provided pursuant to the foregoing, the Preferred Holders shall not have any consent rights with respect to amendments or modifications to, or waivers under, the Organizational Documents.

Subject	**Key Terms**
Waiver of Corporate Opportunity	The Company and each Holder recognizes and acknowledges (a) that each other Holder (i) has been and is engaged in, and is expected to engage in on or after the date hereof, directly or indirectly, many aspects of the business of the Company Parties and the energy, infrastructure and asset management industries and participates in, and is expected to continue to participate in, existing and future funds, investment vehicles, operating companies, portfolio companies and other entities, including operating companies, portfolio companies and other entities whose businesses relate to the business of the Company Parties and transact in a variety of assets, including real estate, energy and other assets, and also engage in a variety of commercial and financial transactions with counterparties in industries that may include those of the Company Parties and may otherwise be, are or will be competitive with the business of the Company Parties or that could otherwise be suitable for the Company or its Subsidiaries (the "**Other Businesses**"), (ii) has interests in, participates with, aids and maintains seats on the boards of directors or other governing bodies of, its Other Businesses, and (iii) may develop or become aware of business opportunities for its Other Businesses, and (b) each Holder Group may or will have conflicts of interest or potential conflicts of interest with any of the Company, its Affiliates or other Holders as a result of or arising from the Other Businesses and the nature of the such Holder Group's applicable business and other factors. The Company and each Holder agree that: (A) any member of any other Holder Group and may engage, participate or invest in, or otherwise be involved with, any Other Businesses or other business opportunity of any nature, whether or not competitive with the businesses or activities of the Company Parties, and neither the Company Parties nor any other Holder will have any right by virtue of this Governance Term Sheet or the subsequent definitive Organizational Documents or the relationship created hereby in or to such Other Businesses, (B) nothing in this Governance Term Sheet or the subsequent definitive Organizational Documents will prohibit any member of a Holder Group from engaging in any Other Businesses or other business opportunity for its own account, (C) nothing in this Governance Term Sheet or the subsequent definitive Organizational Documents will require any member of the Holder Group to make any business opportunity available to the Company Parties or any other Holder, and (D) to the fullest extent permitted by applicable law, the legal doctrines of "business opportunity" and similar doctrines will not be applied to any Other Businesses and each other Holder and the Company (on behalf of itself and each other Company Party) each hereby renounce any interest, expectancy or other rights or interests in any Other Businesses or any other business opportunity in which any member of a Holder Group participates, including those that may relate to the Business.
Lender Rights	Ownership of equity interests of the Company will not impair any party's rights as a lender to the Company.

Defined Terms	"**Affiliate**" means any Person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified. For purposes of this definition, the term "**control**" means the possession, directly or indirectly, of the power to direct, or to cause the direction of, the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. "**Governmental Authority**" means any applicable domestic or foreign federal, state, municipal or local governmental, regulatory or administrative authority, department, court, agency, board, commission or other governmental entity or instrumentality in the United States, including any political subdivision thereof. "**Holder Group**" means, with respect to any Holder, collectively: (i) such Holder, (ii) any Affiliate of such Holder, (iii) any fund, account, or other investment vehicle managed, advised or sponsored by any of the foregoing, but shall exclude any portfolio company of the foregoing. For purposes of clarity and without limitation of the foregoing, a Holder Group shall exclude any of the Company Parties. "**Person**" shall mean an individual natural person, a corporation, a partnership (limited or general), a joint venture, a trust, an unincorporated organization, a limited liability company, a government and any agency or political subdivision thereof, or any other entity. "**Representative**" means each director, officer, manager, employee, representative or agent of any Person. "**Third Party**" means any Person other than a Holder or any Affiliate of any Holder.

Subject	**Key Terms**
Confidentiality	Each Holder, on behalf of itself, its Affiliates (other than the Company), its investors and its advisors, acknowledges and agrees that the provisions of the Organizational Documents, all understandings, agreements and other arrangements between and among the Holders, with respect to the Company Parties, and all other non-public information received from or otherwise relating to the Company Parties or the business or assets of the Company Parties, including (i) the terms and conditions of the Organizational Documents and the other organizational and transaction documents of the Company Parties, (ii) any and all information about any project or any other business opportunity, project or prospect identified by the Company Parties and (iii) confidential or proprietary information received by any Company Party from a Third Party with respect to which any Company Party is subject to confidentiality obligations in favor of a Third Party to the extent known by the receiving party (such information, collectively, subject to the exclusions identified in the paragraphs below, the "**Confidential Information**") will be confidential, and will not be disclosed or otherwise released to any other Person, without the written consent of the Board, unless such disclosure or release is otherwise permitted pursuant to the terms of a separate agreement to which the Company (or any other Company Party) is a party, which agreement is approved by written consent of the Board. Each Holder agrees that it will not use any of such Confidential Information for any purpose other than for a valid purpose relating to the business of the Company Parties or otherwise in connection with its investment in the Company, including a potential transfer (directly or indirectly) of its Units. The obligations of a Holder pursuant to this paragraph will continue following the time such Person ceases to be a Holder, but thereafter such Person will not have the right to enforce the provisions of the Organizational Documents. Notwithstanding the foregoing paragraph, "**Confidential Information**" shall not include, with respect to any Holder, any information that (i) is already lawfully in the possession or control of such Holder or its Representatives, so long as such information is not, to the knowledge of such Holder, subject to a legal, fiduciary or contractual obligation of confidentiality or secrecy to any Company Party or any other Holder, (ii) becomes publicly available other than through a breach of the Organizational Documents by such Holder or any of its Affiliates, (iii) becomes available to such Holder or its Representatives from a source other than any Company Party or another Holder (or its Representatives) so long as, to the knowledge of such Holder, such source is not bound by a legal, fiduciary or contractual obligation of confidentiality or secrecy to any Company Party or any other Holder, or (iv) is independently developed by such Holder or its Representatives without relying on any Confidential Information or otherwise breaching the Organizational Documents. Notwithstanding anything to the contrary set forth in the Organizational Documents, nothing in the Organizational Documents shall prevent or restrict any Holder or any member of its Holder Group from (i) disclosing Confidential Information to a member of such Holder's Holder Group, each of which will be bound by the provisions of the first paragraph in this "*Confidentiality*" section of this Governance Term Sheet, (ii) disclosing information and documents to such Holder's Holder Group, as applicable, attorney, accountant or tax advisor exclusively for the purpose of securing legal, accounting or tax advice, and solely to the extent required for such purpose, (iii) making any disclosures to their respective direct or indirect investors or prospective investors or the Company's or the applicable Holder's Holder Group or, in either case, such investors' or prospective investors' respective advisors with respect to the operating results, prospects, transaction or project pipeline, and other similar information of or regarding the Company Parties, so long as such persons are subject to confidentiality restrictions, (iv) disclosing information to any contractor, consultant or other service provider engaged by a Company Party in connection with the development or operation of any project, so long as each such Person is subject to confidentiality restrictions, (v) disclosing information and documents to any bona fide potential transferee of such Holder's Units in the Company and the advisors thereof, so long as each such Person is subject to confidentiality restrictions or (vi) disclosing information and documents in connection with enforcing any rights a Holder has under any Organizational Documents or any other organizational and transaction documents of the Company Parties; provided, the disclosing Holder will be responsible for any breach of the confidentiality or use restrictions set forth herein by the Persons receiving such disclosure pursuant to the foregoing clauses (i) through (v). In addition, the obligations of the Holders hereunder will not apply to the extent that the disclosure of information otherwise determined to be confidential is required by applicable law (or applicable rule or regulation) or in performance of a Holder's customary public reporting disclosures; provided that, except with respect to any disclosure in connection with a Holder's customary public reporting disclosures or other general regulatory examinations or reviews, prior to disclosing such Confidential Information and to the extent not prohibited by applicable law (or applicable rule or regulation), a Holder must notify the Company thereof (if practicable, with sufficient notice to allow the Company to seek confidential treatment of such information), which notice will include the basis upon which such Holder believes the information is required to be disclosed.

Subject	Key Terms
Public Announcements	No Holder will issue, or permit any of its Affiliates or representatives to issue, any press release or otherwise make any public statements or announcements regarding this Governance Term Sheet or the Organizational Documents or the transactions contemplated hereby or thereby without the prior written consent (which consent will not be unreasonably withheld, conditioned or delayed) of the other Holders, except as otherwise determined to be necessary or appropriate to comply with applicable law or any rules or regulations of any stock exchange, supervisory, regulatory or other Governmental Authority having jurisdiction over it or any of its Affiliates (including the Securities and Exchange Commission and the New York Stock Exchange), in which case the Holder required to issue such press release or public announcement will use reasonable efforts to provide the other Holders a reasonable opportunity to comment on such press release or public announcement in advance of such publication. The Holders will consult with each other concerning the means by which the employees, customers, and suppliers of the Company Parties and others having dealings with the Company Parties will be informed of the transactions contemplated by this Governance Term Sheet. Notwithstanding the foregoing, nothing contained in this Agreement will limit any Holder's (or such Holder's respective Affiliates') rights to disclose the existence of this Agreement and the general nature of the transaction described herein on any earnings call or in similar discussions with financial media or analysts, stockholders and other members of the investment community.
Dispute Resolution	The Holders agree that any and all disputes or claims by any Holder or the Company arising from or related to this Governance Term Sheet that cannot be amicably settled (such disagreement, a "**Dispute**") will be determined solely and exclusively by arbitration in accordance with the Federal Arbitration Act and using the rules of the American Arbitration Association or any successor thereof when not in conflict with such act. Arbitration will take place at an appointed time and place in Houston, Texas. The parties to the Dispute will select two impartial arbitrators, and the two so designated will select a third impartial arbitrator. If the parties to the Dispute should fail to designate the two impartial arbitrator within seven (7) business days after arbitration is requested, or if the two arbitrators should fail to select a third arbitrator within seven (7) business days after their designation, then the applicable arbitrator(s) will be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association (such arbitrators, the "**Arbitrators**" and each individually, an "**Arbitrator**"). Each Arbitrator will have at least ten (10) years' experience in the relevant industry of the Company or applicable subsidiary with respect to which such Dispute pertains. Within ten (10) business days after the selection of the applicable Arbitrators, the parties to the Dispute shall provide to such Arbitrators any documents and materials and such evidence as such party deems appropriate to explain such party's position with respect to the Dispute. The Arbitrators' determination shall be made within fifteen (15) business days after submission of the matters in dispute, and shall be final and binding upon the parties to the Dispute, without right of appeal. Each party to the Dispute shall each bear its own legal fees and other costs of presenting its case. Each party to the Dispute shall bear the costs and expenses of the Arbitrators proportionally to the number of parties to the Dispute. Any decision rendered by the Arbitrators pursuant hereto shall be final, conclusive and binding on the parties and the parties irrevocably waive their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Such decision will be enforceable against the parties in any court of competent jurisdiction. The arbitration process will be kept confidential and such conduct, statements, promises, offers, views and opinions will not be discoverable or admissible in any legal proceeding for any purpose, except to the extent reasonably necessary to enforce the final decision of the Arbitrators. The Arbitrators may not award damages, interest or penalties to the parties with respect to any matter. Without limitation of any other provision in this Governance Term Sheet, each party hereto acknowledges that an award of damages for failure to comply with this Governance Term Sheet and subsequent definitive Organizational Documents would not be an adequate remedy for the Company or any Holder attempting to enforce this Governance Term Sheet and irreparable loss and damage will be suffered by the Company or such Holder should any other party hereto breach any of these covenants and restrictions, and accordingly the parties hereto expressly authorize any of the Company and any Holder to bring an action against any other party hereto for a permanent or temporary injunction and to compel the specific performance or any other equitable remedy by such other party hereto of its obligation to comply with such provisions without the necessity of posting bond or other security in connection therewith, including to prevent a breach or contemplated breach of this Governance Term Sheet and subsequent definitive Organizational Documents. This remedy is in addition to any other remedies at Law or in equity. The existence of any claim, demand, action or cause of action of any such party hereto against the Company or the applicable Holder shall not constitute a defense to the enforcement by the Company or such Holder of any of the covenants, restrictions or agreements herein
Governing Law	This Governance Term Sheet and subsequent definitive Organizational Documents shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law principles.

Annex A

CTCI Consent Matters

The following are "CTCI Consent Matters" and are subject to the consent rights noted above in the "*Board; Governance*" section of this Governance Term Sheet and are without limitation to the Preferred Holder and CTCI consent rights, to the extent applicable, set forth in the "Standstill", "Drag-Along Rights" and "Amendment" sections of this Governance Term Sheet (each of which shall also constitute CTCI Consent Matters).

1. Prior to the expiration of the Standstill Period, the Company shall not, and shall cause each of its subsidiaries not to, take any of the following actions, in each case, without the prior written consent of CTCI:

   (i) Changing the Business Purpose of the Company or any of its subsidiaries or entering into a new line of business not consistent with the Business Purpose;

   (ii) Incurring incremental indebtedness for borrowed money, other than indebtedness for borrowed money that is approved by the Board and (A) expressly permitted by the Exit Facilities Term Sheet to be incurred without CTCI's consent and/or (B) the proceeds of which will be used to redeem the Preferred Units by payment of the Preferred Return;

   (iii) Issuing any New Securities, other than Excluded Issuances;

(iv) Without limitation to the Drag Along Rights and terms of the Standstill (including with respect to any permitted Company Sale Transaction thereunder) and excluding the issuance of any equity by the Company or any of its subsidiaries otherwise in accordance with the LLCA and this Governance Term Sheet, including, as applicable, subject to the consent rights with respect thereto set forth in Section 1(iii) of this Annex A, selling, exchanging or disposing of any of the assets or properties of the Company or any of its subsidiaries in a transaction (or series of related transactions) with an aggregate value of more than $35 million, unless such sales are of obsolete or unused equipment or spare parts or of inventory or the proceeds of such sale will be used to redeem the Preferred Units by payment of the Preferred Return;

(v) Entering into or amending any contract between or among the Company or any of its subsidiaries, on the one hand, and any Holder or any of its Affiliates (other than the Company and its subsidiaries), on the other hand (each, an "**Affiliate Contract**"; provided that, for the avoidance of doubt, any agreement or contract entered into between or among any Holder or any of its Affiliates, on the one hand, and the Company or any of its subsidiaries, on the other hand, in connection with the issuance of any New Securities in accordance with the LLCA and this Governance Term Sheet (including, as applicable, subject to the consent rights with respect thereto set forth in Section 1(iii) of this Annex A) shall not constitute an Affiliate Contract), other than an Affiliate Contract that is on arms' length terms and that is approved by the Independent Director;

(vi) Commencing or effecting any initial public offering by the Company or any of its subsidiaries of equity securities or other offer or sale of equity securities pursuant to a registration statement filed with the U.S. Securities and Exchange Commission; or

(vii) Implementing or modifying any accounting or income tax policies, or making (or choosing to make) or changing any available tax election (including as to the tax classification of the Company or any of its subsidiaries), or changing the tax structure, in each case, of the Company or any of its subsidiaries in a manner that would have a materially disproportionate and adverse effect on the Preferred Holders (as compared to Holders of any other class of Units).

2. From and after the expiration of the Standstill Period (as defined in the RSA), the Company shall not, and shall cause each of its subsidiaries not to, take any of the following actions, in each case, without the prior written consent of CTCI (not to be unreasonably withheld, conditioned or delayed):

(i) Changing the Business Purpose of the Company or any of its subsidiaries or entering into a new line of business not consistent with the Business Purpose;

(ii) Entering into or amending any Affiliate Contract, other than an Affiliate Contract that is on arms' length terms and that is approved by the Independent Director;

(iii) Incurring incremental indebtedness for borrowed money, other than indebtedness for borrowed money that is approved by the Board and (A) expressly permitted by the Exit Facilities Term Sheet to be incurred without CTCI's consent and/or (B) the proceeds of which will be used to redeem the Preferred Units by payment of the Preferred Return; or

(iv) Implementing or modifying any accounting or income tax policies, or making (or choosing to make) or changing any available tax election (including as to the tax classification of the Company or any of its subsidiaries), or changing the tax structure, in each case, of the Company or any of its subsidiaries in a manner that would have a materially disproportionate and adverse effect on the Preferred Holders (as compared to Holders of any other class).

Exhibit E

Assumed Agreements

The Assumed Agreements shall comprise 9-month term employment agreements (starting April 10, 2025), to be entered into before the Petition Date, with the following individuals:

[***]

Exhibit F[1]

Form of Releases and Exculpation Language

"Exculpated Parties" means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the independent directors or managers of any Debtor, for conduct within the scope of their duties; and (c) any statutory committees appointed in the Chapter 11 Cases and each of their respective members, solely in their respective capacities as such.

"Final Order" means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter that has not been reversed, stayed, modified, dismissed, vacated, or reconsidered, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing will have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed with respect to such order will not preclude such order from being a Final Order.

"Related Party" means, collectively, with respect to any Person or Entity, each of, and in each case in its capacity as such, such Person's or Entity's current and former directors, managers, officers, committee members, members of any governing body, equityholders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

"Released Parties" means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents; (e) the Consenting Stakeholders; (f) all holders of Claims; (g) all holders of Interests; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clause (a) through this clause (i); *provided*, *however*, that, in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the Third-Party Release; or (y) timely objects to the Third-Party Release, and such objection is not resolved before Confirmation.

"Releasing Parties" means, collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Lenders; (d) the Agents; (e) the Consenting Stakeholders; (f) all holders of Claims; (g) all holders of Interests; (h) each current and former Affiliate of each Entity in clause (a) through the following clause (i); and (i) each Related Party of each Entity in clause (a) through this clause (i); *provided*, *however*, that, in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the Third-Party Release; or (y) timely objects to the Third-Party Release and such objection is not resolved before Confirmation.

[1] For the avoidance of doubt, the terms herein, including with respect to the releases and exculpation, are under review, and shall be subject to approval, by the applicable special committees of the Company Parties.

Releases by the Debtors.

Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Plan Effective Date, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permitted under applicable Law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action whatsoever (including any Avoidance Actions and any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, and their Estates), whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, in Law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such holders or their Estates, Affiliates, heirs, executory, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, and their Estates, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors and their Estates (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors, the Reorganized Debtors, or the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the Prepetition RCF Facility, the Prepetition Term Loan Facility, the Terminated EPC Agreement, the business or contractual arrangements between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the Chapter 11 Cases, any adversary proceedings, the formulation, preparation, dissemination, negotiation, entry into, or filing of the RSA and related prepetition transactions, the Definitive Documents, the Class B Purchase Agreement,[2] the New Common Equity, the New Preferred Equity, the Takeback Debt, the Exit RCF Facility, the Exit Term Loan Facilities, the DIP Facilities, the New CTCI Agreement, the DIP Documents, the New Preferred Equity Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, or any other Definitive Document, or any Restructuring Transactions, any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the RSA, the Definitive Documents, the Class B Purchase Agreement, the New Common Equity, the New Preferred Equity, the Takeback Debt, the Exit RCF Facility, the Exit Term Loan Facilities, the New CTCI Agreement, the DIP Facilities, the DIP Documents, the New Preferred Equity Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, or any Restructuring Transactions, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Restructuring Transactions and/or Plan, or the distribution of property pursuant to the Restructuring Transactions and/or the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any Causes of Action described, identified, or otherwise included in the Schedule of Retained Causes of Action, (b) any post-Plan Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or any Claim or obligation arising under the Plan, and (c) any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

[2] "Class B Purchase Agreement" shall mean that certain Purchase Agreement, dated as of April 16, 2025, by and among Agribody Technologies, Inc., BKRF HCB, LLC, and the Class B Members signatory thereto as sellers.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

Releases by the Releasing Parties.

Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Plan Effective Date, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permitted under applicable Law, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Releasing Parties (other than the Debtors and the Reorganized Debtors), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the

foregoing Entities, from any and all Claims and Causes of Action whatsoever (including any Avoidance Actions and any derivative claims asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, and their Estates), whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, matured or unmatured, asserted or unasserted, accrued or unaccrued, existing or hereafter arising, in Law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such holders or their Estates, Affiliates, heirs, executory, administrators, successors, assigns, and managers would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, the Debtors, the Reorganized Debtors, and their Estates, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, and their Estates (including the capital structure, management, ownership, or operation thereof), the purchase, sale, or rescission of any Security of the Debtors or the Reorganized Debtors the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the Prepetition RCF Facility, the Prepetition Term Loan Facility, the Terminated EPC Agreement, the business or contractual arrangements between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the Chapter 11 Cases, any adversary proceedings, the formulation, preparation, dissemination, negotiation, entry into, or filing of the RSA and related prepetition transactions, the Definitive Documents, the Class B Purchase Agreement, the New Common Equity, the New Preferred Equity, the Takeback Debt, the Exit RCF Facility, the Exit Term Loan Facilities, the New CTCI Agreement, the DIP Facilities, the New Preferred Equity Documents, the DIP Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, or any Restructuring Transactions, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, any contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the RSA, the Definitive Documents, the Class B Purchase Agreement, the New Common Equity, the New Preferred Equity, the Takeback Debt, the Exit RCF Facility, the Exit Term Loan Facilities, the New CTCI Agreement, the DIP Facilities, the New Preferred Equity Documents, the DIP Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), before or during the Chapter 11 Cases, or any Restructuring Transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Restructuring Transactions, including the issuance or distribution of Securities pursuant to the Restructuring Transactions and/or Plan, or the distribution of property pursuant to the Restructuring Transactions and/or the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any post-Plan Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, or (b) any Released Party from any Claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by each of the Released Parties, including, without limitation, the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release

Exculpation.

Notwithstanding anything contained in this Plan to the contrary, to the fullest extent permissible under applicable Law and without affecting or limiting either the Debtor Release or Third-Party Release, effective as of the Plan Effective Date, no Exculpated Party shall have or incur liability or obligation for, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any claim arising from the Petition Date through the Plan Effective Date related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the RSA and related prepetition transactions, the Definitive Documents, the Class B Purchase Agreement, the New Common Equity, the New Preferred Equity, the Takeback Debt, the Exit RCF Facility, the Exit Term Loan Facilities, the New CTCI Agreement, the DIP Facilities, the New Preferred Equity Documents, the DIP Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), any other Definitive Documents, or any Restructuring Transactions, contract, instrument, release or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the RSA, the Definitive Documents, the Class B Purchase Agreement, the New Common Equity, the New Preferred Equity, the Takeback Debt, the Exit RCF Facility, the Exit Term Loan Facilities, the New CTCI Agreement, the DIP Facilities, the New Preferred Equity Documents, the DIP Documents, the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date, except for Claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

The Exculpated Parties have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable Laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

EXHIBIT C

Joinder Agreement

The undersigned (the "**Joinder Party**") hereby acknowledges that it has read and understands that certain Restructuring Support Agreement,dated as of [●] (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**Agreement**"),[1] by and among Global Clean Energy Holdings, Inc. and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, and agrees to be bound by the terms and conditions thereof to the extent that the other Parties are thereby bound, and shall be deemed a "Consenting Stakeholder" and a "Consenting Term Loan Lender," a "Consenting RCF Lender," or within "CTCI" under the terms of the Agreement, as applicable.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date this Joinder Agreement is executed and any further date specified in the Agreement.

Date Executed:

Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	
Prepetition EPC Claims	
Interests	

1 Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.

EXHIBIT D

Provision for Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of [●] (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**Agreement**"),[1] by and among Global Clean Energy Holdings, Inc. and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" and a "Consenting Term Loan Lender," a "Consenting RCF Lender," or within "CTCI" under the terms of the Agreement, as applicable.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition RCF Claims	
Prepetition Term Loan Claims	
Prepetition EPC Claims	
Interests	

1 Capitalized terms used but not otherwise defined herein shall having the meaning ascribed to such terms in the Agreement.

CERTAIN CONFIDENTIAL INFORMATION IN THIS EXHIBIT HAS BEEN OMITTED AND REPLACED WITH "[…*…]" BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

SUPPLY AND OFFTAKE AGREEMENT

This Supply and Offtake Agreement (this "Agreement") dated as of June 25, 2024 (the "Effective Date"), is made by and between Bakersfield Renewable Fuels, LLC, a Delaware limited liability company ("BKRF"), and Vitol Americas Corp., a Delaware corporation ("Vitol"). BKRF and Vitol are each individually referred to herein as a "Party", and collectively as the "Parties."

WHEREAS, BKRF owns and operates a facility in Bakersfield, California, that will convert certain feedstocks into the Product (defined below); and

WHEREAS, the Parties desire that Vitol sell and cause to be delivered to the Project (defined below), and that BKRF shall purchase from Vitol, all of the Feedstock (defined below) required for production of the Product at the Project; and that BKRF sell and cause to be delivered to Vitol, and Vitol shall purchase from BKRF, all of the Product produced by the Project, upon and subject to the terms and conditions contained herein; and

WHEREAS, the Parties have agreed to amend and restate this Agreement in its entirety effective as of April 17, 2025 (the "A&R Date");

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants contained herein, the Parties hereby agree:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Unless the context indicates otherwise, as used in this Agreement, the following terms have the meanings indicated below:

"A&R Date" shall have the meaning given to that term in the recitals to this Agreement.

"Accepted Feedstock Supply Offer" shall have the meaning given to that term in Section 3.2(e).

"Accepted Product Purchase Offer" shall have the meaning given to that term in Section 4.2(f).

"Additional Monthly Feedstock Supply Quantity" shall have the meaning given to that term in Section 3.1(a)(ii).

"Additional Monthly Product Purchase Quantity" shall have the meaning given to that term in Section 4.1(a)(ii).

"Affiliate" means, with respect to a Person, any other Person which controls, either directly or indirectly, such Person or which is controlled directly or indirectly by such Person, or is directly or indirectly controlled by a Person which directly or indirectly controls such Person. "Control" for purposes of the immediately preceding sentence means the power to direct or cause the direction of the management and policies of the company, partnership, or legal entity, whether through the ownership directly or indirectly of more than 50% of the voting securities, by contract or otherwise.

"Agreement" shall have the meaning given to that term in the preamble to this Agreement.

"Annual Maintenance Schedule" shall have the meaning given to that term in Section 7.6.

"API" means the American Petroleum Institute.

"API 1640" shall have the meaning given to that term in Section 5.3.

"Applicable Law" means any law, statute, treaty, ordinance, rule, code, injunction, Permit, agreement, or regulation issued, promulgated, or ratified by any Governmental Authority having jurisdiction over the Project, the site upon which the Project is being constructed and will be operated, performance of all or any portion of the obligations of the Parties under this Agreement, operation of the Project or other legislative or administrative action of a Governmental Authority, or a decree, judgment or order of a Governmental Authority that relates to the performance of this Agreement, including, but not limited to, the RFS2 Regulations and the CARB LCFS Regulation.

"Approval Process" shall have the meaning given to that term in Section 2.4.

"Approved Budget" shall have the meaning given to that term in the RCF Agreement.

"Arm's Length Basis" means, with regard to a price for Feedstock, Product or any Renewable Attribute actually received by a Party from or, if applicable, to be determined by a Party as if to be received from any Third Party, including, as applicable to Vitol, from a Third Party who is an Affiliate of Vitol, such price is established (a) on a commercially reasonable basis as if such Party and such Third Party were each acting in their own independent self-interest, (b) in the absence of any undue influence of either upon the other, (c) with reference to market factors (including any market indices) then applicable to the specific Feedstock, Product or Renewable Attribute for which such price is to be determined or received and (d) taking in to consideration when any such price is established, differences in quality, location, modes of delivery or receipt and any other factors then relevant to the establishment of any such price.

"Authorization" means any consent, waiver, variance, registration, filing, declaration, agreement, notarization, certificate, license, tariff, approval, permit, orders, authorization, exception or exemption from, by or with any Governmental Authority, whether given by express action or deemed given by failure to act within any specified period, and all corporate, creditors', shareholders' and partners' approvals or consents.

"Bankruptcy Cases" shall have the meaning given to that term in the RCF Agreement.

"Bankruptcy Code" means the Bankruptcy Code of the United States of America.

"Bankruptcy Court" shall have the meaning given to that term in the RCF Agreement.

"Barrel" means a volume equal to 42 Gallons.

"BKRF" shall have the meaning given to that term in the preamble to this Agreement.

"BKRF Credit Support" shall have the meaning given to that term in Section 14.1.

"Borrowing Base" shall have the meaning given to that term in the RCF Agreement.

"Business Day" means a day (except Saturdays and Sundays and public holidays) when deposit-taking banks are open in New York, New York, for the business of over-the-counter deposit-taking.

"Buyer" means Vitol in the case of the purchase of Product (including any associated Renewable Attributes) and any Excluded Renewable Attributes under this Agreement and BKRF in the case of the purchase of Feedstock under this Agreement.

"CARB" means the California Air Resources Board.

"CARB LCFS Program" means the LCFS program set forth in the CARB LCFS Regulations and administered by CARB.

"CARB LCFS Regulations" means the regulations set forth at title 17, California Code of Regulations, sections 95480*et seq.*, as set forth on the Effective Date and, subject to Section 12.1, as may be subsequently revised or amended from time to time.

"Carve-Out" shall have the meaning given to that term in the RCF Agreement.

"CFPC" means the Clean Fuels Production Credit which applies to producers of low-emission transportation fuels, including sustainable aviation fuels, as set forth in Internal Revenue Code Sections 6426(d) and (k), and Persons that sell or use alternative fuel as a fuel in a motor vehicle or motorboat and in aviation, as set forth in Internal Revenue Code Sections 6426(d) and (k).

"CFPC Value" means, with respect to each Gallon of Product purchased by Vitol and qualifying for a CFPC, the amount (in $ per Gallon) actually realized by Vitol on an Arm's Length Basis from a Product Counterparty for such CFPC (to the extent Vitol is entitled to the tax benefits with respect to such CFPC).

"CFR" means Code of Federal Regulations.

"Change of Law" means that after the Effective Date, any Applicable Law is adopted or changed or any Governmental Authority with competent jurisdiction changes its interpretation of any Applicable Law, including, without limitation any repeal or modification of the RFS2 or LCFS.

"CI" means carbon intensity.

"Close-out Amount" means the amount of the losses or costs of the Performing Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Performing Party that are or would be realized under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Performing Party the economic equivalent of the following, without duplication (a) the material terms of this Agreement through the end of the then current Term of the Agreement, but excluding any Renewal Terms that have not yet become binding, including the payments and deliveries by the Parties under this Agreement through the end of the then current Term of the Agreement, but for the occurrence of the date of termination of this Agreement (assuming satisfaction of any conditions precedent in this Agreement), (b) any option rights of the parties in respect of this Agreement, and (c) the Portfolio Price Position.

1. The Close-out Amount shall include payment to Vitol, if Vitol is the Performing Party or has provided notice of termination to BKRF in accordance with Section 2.2(a), of the then-applicable Close-out Amount Lost Margin LD as liquidated damages for any lost margin for fees under this Agreement based on the projected volumes and prices of the Feedstock and the finished Product.

2. If Vitol has provided notice of termination to BKRF in accordance with Section 2.2(a), the Close-out Amount shall not exceed $***.

3. In respect of any termination under Section 2.1(b), the Close-out Amount will be zero, and no Close-out Amount will be payable by either Party.

The Close-out Amount will be determined by the Performing Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. Each Close-out Amount will be determined as of the date of termination or, if that would not be commercially reasonable, as of the date or dates following the date of termination as would be commercially reasonable.

Unpaid Amounts and legal fees and out-of-pocket expenses described in this Agreement are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Performing Party may consider any relevant information, including, without limitation, one or more of the following types of information:—

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Performing Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Performing Party and the Third Party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Performing Party's Affiliates) if that information is of the same type used by the Performing Party in the regular course of its business for the valuation of similar transactions.

The Performing Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Performing Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Performing Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilized. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Performing Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge or Third Party Feedstock Contract or Third Party Product Contract related to this Agreement (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

(1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Performing Party in the regular course of its business in pricing or valuing transactions between the Performing Party and unrelated third parties that are similar to the transactions under this Agreement; and

(2) application of different valuation methods to the transactions under this Agreement depending on the type, complexity, size or number of such transactions.

"Close-out Amount Lost Margin LD" means an amount equal to $*** per Delivery Month for each Delivery Month remaining through the end of Term of the Agreement, prior to and excluding the effects of any early termination of this Agreement but excluding any Renewal Terms that have not yet become binding. The Parties have agreed to use the Close-out Amount Lost Margin LD because of the impracticability and difficulty of ascertaining actual losses related to Vitol's lost margin, and by mutual agreement of the Parties (i) the Close-out Amount Lost Margin LD is a reasonable calculation and expected limitation of Vitol's lost margin on commodity sales related to the early termination of this Agreement, and (ii) such lost margin is not in the nature of a premium subject to Section 506(b) of the Bankruptcy Code. EACH PARTY EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS THE COLLECTION OF THE CLOSE-OUT AMOUNT LOST MARGIN LD IN CONNECTION WITH THE TERMINATION OF THIS AGREEMENT. Each Party agrees that the Close-out Amount Lost Margin LD is the product of an arm's length transaction between sophisticated business parties, ably represented by counsel, shall be payable notwithstanding the then prevailing market conditions at the time termination, is the result of specific consideration in this transaction, and represents a material inducement to Vitol to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. For the avoidance of doubt, no Close-out Amount Lost Margin LD will be payable in respect of any termination under Section 2.1(b).

"Confidential Information" shall have the meaning given to that term in Section 13.4.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings analogous thereto.

"Credit Rating" means, with respect to an entity on any date of determination, the respective rating then assigned to its unsecured and senior, long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P or Moody's, or if such entity does not have a rating for its unsecured senior long-term debt or deposit obligations, the issuer rating then assigned to such entity by S&P or Moody's; *provided, however*, in the event such Person is rated by both S&P and Moody's, the lower of the two ratings will control.

"Credit Support" means collateral in the form of (i) cash or (ii) Letter(s) of Credit.

"CTCI" means CTCI Americas, Inc., a Texas corporation.

"Daily Invoice" shall have the meaning given to that term in Section 6.1(a).

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Defaulting Party" shall have the meaning given to that term in Section 11.3

"Delivery Month" means one calendar month (or applicable portion thereof), beginning on the first day of the applicable calendar month at 12:00 AM local time at the location of the Project through and including the last day of the applicable calendar month ending at 11:59 PM local time at the location of the Project.

"DIP Order" or "DIP Orders" shall have the meaning given to that term in the RCF Agreement.

"DIP RCF Roll-Up Loans" shall have the meaning given to that term in the RCF Agreement.

"Disposition" shall have the meaning given to that term in the RCF Agreement.

"Effective Date" shall have the meaning given to that term in the preamble to this Agreement.

"EMTS" shall have the meaning given to that term in Schedule 1.1.

"Environmental Action" means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any other Person involving violations of Environmental Laws or Releases of Hazardous Materials (a) on, at or from any assets, properties, or business of BKRF, (b) from adjoining properties or businesses which have migrated to any of the real property owned by BKRF and upon which the Project is located, or (c) from or onto any facilities which received Hazardous Materials generated by BKRF.

"Environmental Laws" means any and all Applicable Laws, judgments, decrees, concessions, grants, franchises, licenses, agreements or governmental restrictions, including all common law, relating to (a) pollution or the protection of the environment, natural resources or special status species and their habitat, (b) the Release of any materials into the environment, including those related to Hazardous Materials, air emissions, discharges to waste or public systems and (c) occupational safety matters, and, to the extent relating to exposure to Hazardous Materials, human health.

"Environmental Liability" means any liability or obligation, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly, resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment, disposal or permitting or arranging for the disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities.

"Environmental Permit" means any consent, waiver, variance, registration, filing, notice, certificate, license, approval, permit, orders, authorization, exception or exemption from, by or with any Governmental Authority required under Environmental Laws.

"EPA" means the U.S. Environmental Protection Agency.

"Equity Interest" shall have the meaning given to that term in the RCF Agreement.

"Excess Feedstock Monthly Quantity" shall have the meaning given to that term in Section 3.1(a)(ii).

"Excess Forecasted Product Quantity" shall have the meaning given to that term in Section 4.1(a)(ii).

"Excess Produced Product Quantity" shall have the meaning given to that term in Section 4.1(a)(ii).

"Excess Product Monthly Quantity" shall have the meaning given to that term in Section 4.1(a)(ii).

"Excluded Products" means, collectively, renewable propane and renewable butane.

"Excluded Renewable Attributes" means all market valued renewable credits (including any related tax credits or allowances) issued in relation to or for which BKRF qualifies under any Applicable Law or Pathway based upon the production and output of the Excluded Products from the Project.

"Facility Fee" means $0.01 per Gallon of Product owed by Vitol to BKRF under the Storage Services Agreement for each Gallon of Product removed from the Project by Vitol (whether for its own account or for a Product Counterparty to whom Vitol has re-sold such Product).

"FBTC" means the Federal Blenders Tax Credit, which applies to Blenders of Product mixtures as set forth in Internal Revenue Code Sections 6426(a) and (c), and Persons that sell or use alternative fuel as a fuel in a motor vehicle or motorboat and in aviation, as set forth in Internal Revenue Code Sections 6426(a) and (d).

"FBTC Value" means, with respect to each Gallon of Product purchased by Vitol and qualifying for a FBTC, the amount of $1 per Gallon.

"Feedstock" means soybean oil, canola oil and camelina oil and, to the extent approved by the Parties in writing in accordance with Section 2.4, other plant-based oil and animal fat feedstocks, which substances are more fully set out in Feedstock Specifications.

"Feedstock Administrative Fee" shall have the meaning given to that term in Section 3.5.

"Feedstock Counterparty" means, with respect to a Third Party Feedstock Contract, the Person supplying Feedstock purchased by Vitol and sold to BKRF pursuant to Article III.

"Feedstock Counterparty Delivery Shortfall Damages" shall have the meaning given to that term in Section 3.2(c).

"Feedstock Contract Price" means the price determined on an Arm's Length Basis at which Vitol purchases the Feedstock at the Feedstock Delivery Point under a Third Party Feedstock Contract, unless the Parties agree that another price shall apply.

"Feedstock Delivery Point" means the point at which rail cars or trucks moving the Feedstock are constructively placed at the Site of the Project.

"Feedstock Delivery Shortfall Damages" shall have the meaning given to that term in Section 3.3.

"Feedstock Delivery Shortfall Quantity" shall have the meaning given to that term in Section 3.3.

"Feedstock Forecast" shall have the meaning given to that term in Section 3.2(a).

"Feedstock Forecast Period" shall have the meaning given to that term in Section 3.2(a).

"Feedstock Monthly Maximum Quantities" means the Feedstock Monthly Maximum Quantities for each Feedstock being purchased by BKRF from Vitol as set out in Schedule 2.1.

"Feedstock Price" shall have the meaning given to that term in Section 3.5.

"Feedstock Receipt Shortfall Damages" shall have the meaning given to that term in Section 3.4.

"Feedstock Receipt Shortfall Quantity" shall have the meaning given to that term in Section 3.4.

"Feedstock Replacement Actual Price" means the price (on a $ per Pound basis), determined on an Arm's Length Basis, which BKRF actually pays to a Third Party for the

purchase of replacement Feedstock, as contemplated by Section 3.3(a), in respect of a Feedstock Delivery Shortfall Quantity.

"Feedstock Replacement Actual Quantity" shall have the meaning given to such term in Section 3.3(a).

"Feedstock Replacement Market Price" means the price (on a $ per Pound basis), determined on an Arm's Length Basis, which BKRF would pay to a Third Party for the purchase of replacement Feedstock delivered to the Feedstock Delivery Point, as contemplated by Section 3.3(b), in respect of a Feedstock Delivery Shortfall Quantity.

"Feedstock Replacement Market Quantity" shall have the meaning given to such term in Section 3.3(b).

"Feedstock Resale Actual Price" means the price (on a $ per Pound basis), determined on an Arm's Length Basis, which Vitol actually receives from a Third Party for the resale of Feedstock, as contemplated by Section 3.4(a), in respect of a Feedstock Receipt Shortfall Quantity.

"Feedstock Resale Actual Quantity" shall have the meaning given to such term in Section 3.4(a).

"Feedstock Resale Market Price" means the price (on a $ per Pound basis), determined on an Arm's Length Basis, which Vitol would charge to a Third Party for the resale of Feedstock not purchased by BKRF, as contemplated by Section 3.4(b), in respect of a Feedstock Receipt Shortfall Quantity.

"Feedstock Resale Market Quantity" shall have the meaning given to such term in Section 3.4(b).

"Feedstock Resale Undelivered Quantity" shall have the meaning given to such term in Section 3.4(c).

"Feedstock Specifications" means the Feedstock Specifications set out in Schedule 2.1, which specifications shall apply to each specific cargo of Feedstock offered for sale by Vitol to BKRF, as such Feedstock Specifications may be modified from time to time by the Parties.

"Feedstock Specifications and Terms" means the Feedstock Specifications and the terms and conditions for each Feedstock as more fully set out in Schedule 2.1, as the same may be modified from time to time by the Parties.

"Feedstock Supply Offer" shall have the meaning given to that term in Section 3.2(b).

"Final Order" shall have the meaning given to that term in the RCF Agreement.

"Financial Model" shall have the meaning given to that term in the Term Credit Agreement.

"GAAP" means, subject to Section 1.4, United States generally accepted accounting principles as in effect as of the date of determination thereof.

"Gallon" means a unit of volume equivalent to 231 cubic inches of liquid corrected to 60 degrees Fahrenheit.

"Governmental Authority" means any federal, state, local or political subdivision thereof in the United States, or any agency or instrumentality of such government or political subdivision thereof, or any other governmental authority or entity, or quasi-governmental authority or entity (including any governmental agency, branch, department or other entity and any court or other tribunal of competent jurisdiction) having jurisdiction over a Party, the Project, Feedstock or Product to be delivered pursuant to this Agreement, and acting within its legal authority.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, per- and polyfluoroalkyl substances, radon gas, infectious or medical wastes, and other substances or wastes of any nature regulated under or with respect to which liability or standards of conduct are imposed pursuant to any Environmental Law.

"Holdings" means BKRF OCP, LLC, a Delaware limited liability company.

"Indebtedness" shall have the meaning given to that term in the RCF Agreement.

"Indemnified Party" shall have the meaning given to that term in Section 9.1(c).

"Indemnifying Party" shall have the meaning given to that term in Section 9.1(c).

"Independent Inspector" means any one or more mutually acceptable, recognized, independent inspectors designated to, as applicable, inspect the quality and/or quantity of the Product or Feedstock or to undertake any other inspection, audit or analysis contemplated by the provisions of this Agreement, including, but not limited to, undertaking any audit or other inspection of the documentation, information and other materials required for confirmation that the Product or Feedstock, as applicable, complies with Applicable Laws, including the RFS2 Regulations and CARB LCFS Regulations.

"Initial Feedstock Fill Quantity" shall have the meaning given to that term in Section 3.17.

"Initial Term" shall have the meaning given to that term in Section 2.1(a).

"Intellectual Property Right" shall have the meaning given to that term in Section 9.2.

"Intercreditor Agreement" means that certain Intercreditor Agreement dated as of the A&R Date, among Vitol, as the RCF Representative (as defined therein), Orion Energy Partners TP Agent, LLC, as the DIP Term Loan Collateral Agent (as defined therein), CTCI, and BKRF, in the capacities more fully defined therein.

"Interim Order" shall have the meaning given to that term in the RCF Agreement.

"Invalid RIN" shall have the meaning given to that term in Schedule 2.1.

"Inventory Adjustment Transaction" shall have the meaning given to that term in Schedule 6.2.

"Inventory Adjustment Transaction Procedures" means the procedures set forth in Schedule 6.2.

"Investment" shall have the meaning given to that term in the RCF Agreement.

"IRS" means the United States Internal Revenue Service.

"KYC" means due diligence performed to "know your counterparty".

"LCFS Credit" has the meaning set out in the CARB LCFS Regulations.

"LCFS Value" means, with respect to each Gallon of Product, the amount (in $/Gallon) actually realized by Vitol for any LCFS Credits associated with each Gallon of Product sold by Vitol.

"Lender Cure Rights" shall have the meaning given to that term in Section 15.1.

"Letter of Credit" means an irrevocable standby Letter of Credit, issued by a Qualified Institution, in a form acceptable to Vitol.

"Letter of Credit Default" means with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit is no longer a Qualified Institution, (ii) the issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit if such failure is continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, such Letter of Credit; (iv) such Letter of Credit expires or terminates, or fails or ceases to be in full force and effect, at any time while required to be maintained pursuant to the terms of this Agreement; or (v) any event analogous to an event specified in Section 11.1(d) of this Agreement occurs with respect to the issuer of such Letter of Credit; *provided, however*, that a Letter of Credit Default will not occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be cancelled or returned to BKRF in accordance with the terms of this Agreement.

"Liabilities" means any and all claims, demands, suits, losses, damages, charges, fines, penalties, deficiencies, assessments, interest, costs and expenses of any kind (including reasonable attorneys' fees, court costs and other disbursements), and liabilities of every type and character, including personal injury or death to any Person or loss or damage to any personal or real property, including in respect of environmental laws, and any such amounts directly or indirectly arising out of or related to any cause of action, suit, proceeding, judgment, settlement or judicial or administrative order related to the foregoing.

"Liabilities Claim" shall have the meaning given to such term in Section 9.1(c).

"Lien" shall have the meaning given to such term in the RCF Agreement.

"Material Adverse Effect" means (i) with respect to BKRF, a material adverse effect on: (a) the business, assets, properties (including the Site), operations or financial condition of BKRF, taken as a whole; (b) the ability of BKRF, taken as a whole, to perform its material obligations under this Agreement and the other RCF Documents, in each case in accordance with the terms thereof; (c) the rights and remedies of Vitol under this Agreement and the other RCF Documents; or (d) the rights or remedies of BKRF under the Material Contracts, taken as a whole and (ii) with respect to Vitol, a material adverse effect on: (a) the ability of Vitol, taken as a whole, to perform its material obligations under this Agreement, in accordance with the terms hereof, or (b) the rights and remedies of BKRF under this Agreement.

"Material Contract" means any "Material Project Document" under, and as defined in, the Term Credit Agreement.

"Milestone" shall have the meaning given to that term in the RCF Agreement.

"Milestone Condition" shall have the meaning given to that term in the RCF Agreement.

"Milestone Date" shall have the meaning given to that term in the RCF Agreement.

"Moody's" means Moody's Investors Service, Inc. (or a successor thereto).

"MSDS" shall have the meaning given to that term in Section 12.2.

"Naphtha" means the naphtha produced at the Project and meeting the Product Specifications.

"Naphtha Delivery Point" means the rail car or truck into which the Naphtha is loaded by BKRF.

"Naphtha Storage Tanks" means the storage tanks located at the Project in which BKRF stores Naphtha after it has been inspected and approved by Vitol, as designated by BKRF from time to time, which storage tanks may be the Product Certification Tank subsequent to such inspection and approval by Vitol or may be another storage tank at the Project into which the Naphtha has been moved subsequent to such inspection and approval by Vitol.

"New Financing" shall have the meaning give to that term in Section 10.2.

"New Financing Covenants" shall have the meaning give to that term in Section 10.2.

"New Item" shall have the meaning given to such term in Section 2.4.

"Off-Specification Feedstock" shall have the meaning given to that term in Section 3.7.

"Off-Specification Product" shall have the meaning given to that term in Section 4.8.

"Parent" means Global Clean Energy Holdings, Inc., a Delaware corporation.

"Party" and "Parties" shall have the meaning given to that term in the preamble to this Agreement.

"Pathway" has the meaning assigned by Applicable Law for the low-CI, renewable or "green" fuels program agreed by the Parties to be applicable to this Agreement and based on the context in which the term is used. Unless otherwise defined by a fuel program applicable to this Agreement, a Pathway shall be defined as a path-dependent lifecycle assessment of a particular fuel's CI.

"Performing Party" shall have the meaning given to that term in Section 11.3.

"Permit" means any approval, authorization, consent, license, permit, registration or certificate issued by a Governmental Authority.

"Permitted Transferee" means a Person that (a) is a Qualified Operator, (b) owns the Project, and (c) satisfies Vitol's internal credit and KYC requirements as applied in good faith by Vitol in a manner consistent with their application under similar circumstances.

"Person" shall mean an individual, firm, corporation, partnership (limited or general), limited liability company, limited liability partnership, joint venture, trust, estate, association or other legal entity.

"Petition Date" shall have the meaning given to that term in the RCF Agreement.

"Portfolio Price Adjustment" shall have the meaning set forth in Schedule 6.2.

"Portfolio Price Position" shall have the meaning set forth in Schedule 6.2.

"Potential Product Counterparty" means any one or more Persons, which may include any Affiliate of Vitol, who is a typical purchaser of the Products in the Product markets encompassing the Project and from whom Vitol will solicit Product Purchase Offers.

"Pound" means 16 ounces avoirdupois weight.

"Prepetition RCF Administrative Agent" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Agents" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Collateral" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Collateral Agent" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Credit Agreement" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Lenders" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Loan Documents" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Obligations" shall have the meaning given to that term in the RCF Agreement.

"Prepetition RCF Secured Parties" shall have the meaning given to that term in the RCF Agreement.

"Prepetition Term Loan Administrative Agent" shall have the meaning given to that term in the RCF Agreement.

"Prepetition Term Loan Credit Agreement" shall have the meaning given to that term in the RCF Agreement.

"Prepetition Term Loan Creditors" shall have the meaning given to that term in the RCF Agreement.

"Pre-Start Date Termination Payment" shall have the meaning given to that term in Section 2.2(b).

"Prime Rate" means the rate published in *The Wall Street Journal* as the "Prime Rate" from time to time (or, if more than one such rate is published, the arithmetic mean of such rates), in either case, determined as of the date of the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

"Product" means Renewable Diesel, Naphtha, and, to the extent approved by the Parties in writing in accordance with Section 2.4, other similar renewable finished product output from the Project, other than Excluded Products, which Products are more fully set out in Product Specifications, and unless otherwise specified in this Agreement, all Renewable Attributes associated therewith.

"Product Administrative Fee" shall have the meaning given to that term in Section 4.5.

"Product Certification Tanks" means the storage tanks and related equipment at the Project designated by BKRF for certification and other inspection of Product prior to delivery to Vitol, in accordance with the terms of this Agreement, the Storage Services Agreement, and, as applicable, the Project F&P Handling Requirements.

"Product Contract Price" means, unless otherwise stated to the contrary in this Agreement, each of the Third Party Product Contract Price and the Vitol Product Contract Price.

"Product Counterparty" means, with respect to a Third Party Product Contract, the Person purchasing (i) Product and Renewable Attributes associated with such Product, each as purchased by Vitol from BKRF pursuant to Article IV, (ii) only Renewable Attributes separated by Vitol from the Product purchased by Vitol from BKRF pursuant to Article IV or (iii) only Product separated by Vitol from the associated Renewable Attribute purchased by Vitol from BKRF pursuant to Article IV.

"Product Delivery Point" means unless otherwise stated to the contrary in this Agreement, each of the Naphtha Delivery Point and the RD Delivery Point.

"Product Delivery Shortfall Quantity" shall have the meaning given to that term in Section 4.4.

"Product Forecast" shall have the meaning given to that term in Section 4.2(a).

"Product Forecast Period" shall have the meaning given to that term in Section 4.2(a).

"Product Monthly Maximum Quantities" means the Product Monthly Maximum Quantities for each Product being purchased by Vitol from BKRF as set out in Schedule 1.1.

"Product Price" has the meaning set forth in Section 4.5.

"Product Purchase Offer" shall have the meaning given to that term in Section 4.2(c).

"Product Purchase Shortfall Quantity" shall have the meaning given to that term in Section 4.3.

"Product Replacement Actual Price" means the price (on a $ per Gallon basis), determined on an Arm's Length Basis, which Vitol actually pays to a Third Party for the purchase of replacement Product, as contemplated by Section 4.4(a), in respect of a Product Delivery Shortfall Quantity.

"Product Replacement Actual Quantity" shall have the meaning given to that term in Section 4.4(a).

"Product Replacement Market Price" means the price (on a $ per Gallon basis), determined on an Arm's Length Basis, which Vitol would pay to a Third Party for the purchase of replacement Product, as contemplated by Section 4.4(b), in respect of a Product Delivery Shortfall Quantity.

"Product Replacement Market Quantity" shall have the meaning given to that term in Section 4.4(b).

"Product Resale Actual Price" means the price (on a $ per Gallon basis), determined on an Arm's Length Basis, which BKRF actually receives from a Third Party for the resale of Product, as contemplated by Section 4.3(a), in respect of a Product Purchase Shortfall Quantity.

"Product Resale Actual Quantity" shall have the meaning given to that term in Section 4.3(a).

"Product Resale Market Price" means the price (on a $ per Gallon basis), determined on an Arm's Length Basis, which BKRF would charge to a Third Party for the resale of Product, as contemplated by Section 4.3(b), in respect of a Product Purchase Shortfall Quantity.

"Product Resale Market Quantity" shall have the meaning given to that term in Section 4.3(b).

"Product Specifications" means the Product Specifications set out in Schedule 1.1, which specifications shall apply to all Product offered for sale by BKRF to Vitol, as the same may be modified from time to time by the Parties.

"Product Specifications and Terms" means the Product Specifications and the terms and conditions for Product set forth in Schedule 1.1, as the same may be modified from time to time by the Parties pursuant thereto.

"Product Storage Tanks" means each of the Naphtha Storage Tanks and RD Storage Tanks.

"Project" means the renewable diesel facility currently under construction in Bakersfield, California, that BKRF intends to own, maintain and operate to process Feedstock into Product.

"Project Documents" means, without duplication, the Material Contracts and each other agreement related to the development, construction, operation, maintenance, management, administration, ownership or use of the Project, the sale of Renewable Diesel therefrom, the provision of feedstocks, catalyst and other services thereto and real property rights and interests relating to the Project, in each case, entered into by, or assigned to, BKRF.

"Project F&P Handling Requirements" means the Project F&P Handling Requirements set out in Schedule 3.1.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Proposal Notice" shall have the meaning given to such term in Section 2.4.

"Provisional Feedstock Forecast" shall have the meaning given to that term in Section 3.2(a).

"Provisional Feedstock Forecast Month" shall have the meaning given to that term in Section 3.2(a).

"Provisional Feedstock Forecast Review Month" shall have the meaning given to that term in Section 3.2(b).

"Provisional Product Forecast" shall have the meaning given to that term in Section 4.2(a).

"Provisional Product Forecast Month" shall have the meaning given to that term in Section 4.2(a).

"Provisional Product Forecast Review Month" shall have the meaning given to that term in Section 4.2(b).

"Qualified Institution" means a U.S. commercial bank or the U.S. branch office of a foreign bank, in each case that is not affiliated with either party and having (i) a Credit Rating of at least "A-" by S&P and "A3" by Moody's and (ii) assets of at least US $10 billion; *provided* that upon the occurrence of a Letter of Credit Default of the type described in clauses (ii), (iii), or (v) of the definition thereof with respect to an issuer of a Letter of Credit, such issuer will cease to be a Qualified Institution for purposes of the definition of the term "Letter of Credit" unless otherwise approved as such by Vitol.

"Qualified Operator" means a Person that, individually or together with its Affiliates has, or has entered into an agreement with a Person to operate and maintain the Project that has, at least five years of experience operating bio-fuel, petrochemical or crude oil refinery facilities in North America or Europe.

"RCF Administrative Agent" shall have the meaning given to the term "DIP RCF Administrative Agent" in the RCF Agreement.

"RCF Agents" shall have the meaning given to that term in the RCF Agreement.

"RCF Agreement" means the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of the A&R Date, among BKRF, as a debtor and debtor-in-possession and as borrower, the guarantors party thereto, as debtors and debtors-in-possession and as guarantors, the lenders party thereto, and Vitol, as administrative agent, collateral agent, and lender.

"RCF Collateral Agent" shall have the meaning given to the term "RCF Representative" in the Intercreditor Agreement.

"RCF Collateral" means all assets, whether now owned or hereafter acquired, existing or arising by any RCF Loan Party and wherever located, in which a Lien is granted or purported to be granted to any RCF Creditor as security for any RCF Obligations.

"RCF Creditor" shall have the meaning given to that term in the Intercreditor Agreement.

"RCF Default Rate" shall have the meaning given to the term "Default Rate" in the RCF Agreement.

"RCF Documents" shall have the meaning given to that term in the Intercreditor Agreement.

"RCF Lenders" shall have the meaning given to the term "DIP RCF Lenders" in the RCF Agreement.

"RCF Loan Documents" shall have the meaning given to the term "DIP RCF Loan Documents" in the RCF Agreement.

"RCF Loan Party" shall have the meaning given to the term "Loan Party" in the RCF Agreement.

"RCF Obligations" shall have the meaning given to that term in the Intercreditor Agreement.

"RCF Secured Parties" shall have the meaning given to the term "DIP RCF Secured Parties" in the RCF Agreement.

"RCF Security Documents" shall have the meaning given to the term "Security Documents" in the RCF Agreement.

"RD Delivery Point" means the point at which the Renewable Diesel passes the outlet flange of the applicable Product Certification Tanks.

"RD Storage Tanks" means those two storage tanks and related equipment at the Project, each as identified in the Storage Services Agreement, necessary for BKRF to provide Vitol sufficient on-site storage capacity for its Renewable Diesel.

"Release" means any release, spill, emission, emanation, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, the movement through ambient air, soil, surface water, ground water, wetlands, land or subsurface strata.

"Remaining Provisional Feedstock Forecast" shall have the meaning given to that term in Section 3.2(a).

"Remaining Provisional Product Forecast" shall have the meaning given to that term in Section 4.2(a).

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health, safety or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other corrective actions with respect to Hazardous Materials required by Environmental Laws.

"Renewable Attributes" means CFPCs, FBTCs, LCFS Credits, and RINs and, to the extent approved by the Parties in writing in accordance with Section 2.4, other similar market valued renewable credits available from the Product output from the Project.

"Renewable Attribute Sale Price" means, as applicable, the CFPC Value, FBTC Value, LCFS Value, and RINs Value and, to the extent approved by the Parties in writing in accordance with Section 2.4, value in $ per Gallon of other Renewable Attributes actually received by Vitol.

"Renewable Diesel" means the renewable finished diesel produced at the Project and meeting the Product Specifications.

"Renewal Term" shall have the meaning given to that term in Section 2.1(b).

"Response Notice" shall have the meaning given to such term in Section 2.4.

"Representatives" shall have the meaning given to that term in Section 13.5(a).

"Requesting Party" shall have the meaning given to such term in Section 2.4.

"Restricted Payment" shall have the meaning given to that term in the RCF Agreement.

"RFS2" means Renewable Fuel Standard 2 set forth in the RFS2 Regulations.

"RFS2 Regulations" means the regulations set forth in Subpart M of 40 CFR Part 80.

"RINs" shall have the meaning given to that term in Schedule 2.1.

"RINs Value" means the amount actually received by Vitol for RINs attached to a Gallon of an applicable Product purchased on an Arm's Length Basis by a Product Counterparty under a Third Party Product Contract.

"S&P" means S&P Global Ratings (a division of S&P Global Inc.) (or a successor thereto).

"Scheduled Outage" means any scheduled maintenance, turnaround, repair, refurbishment or testing at the Project that impacts the ability of the Project to produce Product and is reflected in advance on the Annual Maintenance Schedule. Scheduled Outages do not include shutdown for Project improvements or economic reasons, which shall be agreed by the Parties or treated as Unscheduled Outages.

"Seller" means BKRF in the case of a sale of Product (including any associated Renewable Attributes) and any Excluded Renewable Attributes under this Agreement, and Vitol in the case of a sale of Feedstock under this Agreement.

"Sleeved Feedstock Contract" shall have the meaning given to such term in Section 3.16

"Sleeved Feedstock Counterparty" shall have the meaning given to such term in Section 3.16.

"Sleeved Product Contract" shall have the meaning given to such term in Section 4.15.

"Sleeved Product Counterparty" shall have the meaning given to such term in Section 4.15.

"Site" means the parcels of land owned in fee simple by BKRF on which the Project is located, as more particularly described onSchedule 1.01(D) (*Site*) of the RCF Agreement.

"Start Date" means the first date, as set forth in the Start Date Notice, that the Start-Up Period has been initiated and, as part of the Start-Up Period, the Project is receiving Feedstock and the Project has produced, over a consecutive 5-day period, an average of at least 5,000 barrels per day of Renewable Diesel meeting the Product Specifications and Terms applicable thereto.

"Start Date Deadline" shall have the meaning given to such term in Section 2.2(a).

"Start Date Notice" shall have the meaning given to such term in Section 2.3.

"Start-Up Period" means the period during which BKRF undertakes the commissioning procedures applicable to the start-up and operation of the Project and is ready to start receiving Feedstock in anticipation of producing Products.

"Start-Up Period Notice" shall have the meaning given to such term in Section 2.3.

"Storage Services Agreement" means that certain Storage Services Agreement dated as of the Effective Date, between Vitol and BKRF.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, association or joint venture or other business entity of which a majority of the Equity Interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time owned or the management of which is controlled, directly, or indirectly through one or more intermediaries, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of BKRF.

"Super-Priority Claim" shall have the meaning given to that term in the RCF Agreement.

"Taxes, Fees, and/or Other Similar Levies" means all taxes, fees, levies or charges imposed by any Governmental Authority, including federal manufacturers excise taxes, environmental taxes, state and local motor fuel excise taxes, state and local sales and use taxes, gross receipts or franchise taxes, business and occupation taxes, state and local inspection fees, and federal, state and local oil spill taxes or fees.

"Term" means collectively, the Initial Term and each subsequent Renewal Term, if any.

"Term Administrative Agent" shall have the meaning given to the term "DIP Term Loan Agent" in the RCF Agreement.

"Term Credit Agreement" shall have the meaning given to the term "DIP Term Loan Credit Agreement" in the RCF Agreement.

"Term Financing Documents" shall have the meaning given to the term "DIP Term Loan Financing Documents" in the RCF Agreement.

"Termination Payment" shall have the meaning given to such term in Section 11.4.

"Term Loan Secured Parties" shall have the meaning given to the term "Term Loan Creditors" in the Intercreditor Agreement.

"Third Party" means a Person who is not BKRF or Vitol.

"Third Party Feedstock Contract" means a contract entered into between Vitol and a Feedstock Counterparty for the supply of Feedstock to be purchased by BKRF from Vitol under this Agreement, entered into by Vitol subsequent to an Accepted Feedstock Supply Offer.

"Third Party Product Contract" means a contract entered into between Vitol and a Product Counterparty for the sale of Product and associated Renewable Attributes to be purchased by Vitol from BKRF under this Agreement; *provided, however*, to the extent Vitol separately sells either only the Product or only the Renewable Attributes to a Product Counterparty, such Third Party Product Contract shall relate solely to the separate Product or Renewable Attributes being sold by Vitol to such Product Counterparty thereunder.

"Third Party Product Contract Price" means the price, determined on an Arm's Length Basis, at which Vitol resells the Product (and any associated Renewable Attributes included in such resale) to a Product Counterparty under a Third Party Product Contract.

"Transaction Documents" means this Agreement, the Storage Services Agreement, the RCF Agreement, the Term Credit Agreement, the RCF Loan Documents, and the Financing Documents (as defined in the Term Credit Agreement).

"Transfer Date" shall have the meaning given to that term in Schedule 1.1.

"Uncontrollable Force Event" shall have the meaning given to that term in Section 8.1(a).

"Unpaid Amounts" means the amounts that became payable by one Party to the other Party under this Agreement on or prior to the date of termination and which remain unpaid at the date of termination.

"ULSD" means ultra-low-sulfur diesel.

"ULSD Delivery Point" means the outlet flange of the ULSD Storage Tanks.

"ULSD Storage Tanks" means the storage tanks at the Project used by BKRF for the storage of ULSD.

"Un-resold Product" means Product that has been delivered to Vitol but not yet resold to a Product Counterparty pursuant to a Third Party Product Contract (other than Product purchased by Vitol or its Affiliates for its own use, which shall be deemed to have been resold upon delivery of such Product to Vitol).

"Un-resold Renewable Attributes" means Renewable Attributes that have been delivered to Vitol in accordance with the terms set out in Schedule 1.1 but not yet resold to a Product Counterparty pursuant to a Third Party Product Contract (other than Renewable Attributes purchased by Vitol or its Affiliates for its own use, which shall be deemed to have been resold upon delivery of such Renewable Attributes to Vitol in accordance with the terms set out in Schedule 1.1).

"Unscheduled Outage" means an outage at the Project other than a Scheduled Outage.

"Vitol" shall have the meaning given to that term in the preamble to this Agreement.

"Vitol Feedstock Receipt Shortfall Damages" shall have the meaning given to that term in Section 3.2(c).

"Vitol Product Contract Price" means the price, determined on an Arm's Length Basis, at which Vitol (including any Vitol Affiliate) purchases the Product (including any associated Renewable Attributes) and any Excluded Renewable Attributes from BKRF for its own use and not for resale at the time of such purchase by Vitol.

1.2 Construction. Unless the context otherwise requires or except where specifically stated otherwise, in this Agreement:

(a) The topical headings used in this Agreement are for convenience only and shall not be construed as having any substantive significance or as indicating that all of the provisions of this Agreement relating to any topic are to be found in any particular Article or Section or that an Article or Section relates only to the topical heading.

(b) Reference to the singular includes a reference to the plural and *vice versa*.

(c) Reference to any gender includes a reference to all other genders.

(d) Unless otherwise provided, reference to any Article, Section, Schedule, means an Article, Section, or Schedule of or as attached to this Agreement.

(e) The words "include" and "including" means include or including without limiting the generality of the description preceding such term and are used in an illustrative sense and not a limiting sense.

(f) Unless the context otherwise requires, any reference to Applicable Law or any particular statutory provision is a reference to such Applicable Law or particular provision as amended or re-enacted or as modified by other statutory provisions from time to time and includes subsequent legislation and regulations made under the relevant Applicable Law or statutory provision.

(g) References to United States Dollars shall be a reference to the lawful currency from time to time of the United States of America.

(h) Unless otherwise specified, references to, and the definition of, any document (including this Agreement) shall be deemed a reference to such document as it may be amended, supplemented or otherwise modified from time to time. References to the RCF Agreement shall be references to the RCF Agreement as in effect on the A&R Date and including amendments, supplements and modifications approved by Vitol. If the RCF Agreement is terminated, references shall be to the terms and conditions of the RCF Agreement as in effect on the A&R Date and including amendments, supplements and modifications approved by Vitol up to the time of termination.

(i) References to days, weeks, months and quarters mean calendar days, weeks, months and quarters, respectively.

(j) References herein to "consent" mean the prior written consent of the Party at issue, which shall not be unreasonably withheld, delayed or conditioned.

(k) A reference to any Party to this Agreement or another agreement or document includes such Party's permitted successors and assigns.

(l) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.3 Interpretation. The Parties acknowledge that they and their counsel have reviewed and revised this Agreement and that no presumption of contract interpretation or construction shall apply to the advantage or disadvantage of the drafter of this Agreement.

1.4 Accounting Terms; Changes in GAAP.

(a) Accounting Terms. Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall be construed in conformity with GAAP. Financial statements and other information required to be delivered by BKRF to Vitol pursuant to Section 1.1 of Exhibit A shall be prepared in accordance with GAAP as in effect at the time of such preparation. Notwithstanding anything to the contrary contained herein, all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards No. 159 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof.

(b) Changes in GAAP. If BKRF notifies Vitol that BKRF requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision, regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

1.5 Amendment and Restatement. The Parties agree that as of the A&R Date, the provisions set forth in this Agreement amend, restate, and supersede in their entirety the provisions of the Agreement that were in effect prior to the A&R Date.

ARTICLE II

TERM; START-UP PERIOD; START DATE; NEW ITEMS

2.1 Term.

(a) Initial Term. Unless early terminated in accordance with the terms hereof, the initial delivery term of this Agreement ("Initial Term") shall commence on the Effective Date and shall continue thereafter until the date that is thirty-six (36) months from and after the Start Date.

(b) Renewal Terms. At the end of the Initial Term, this Agreement shall automatically renew for up to three successive periods of twelve (12) months each (each a "Renewal Term") unless Vitol provides written notice of termination to BKRF at least one hundred and eighty (180) days prior to the end of the Initial Term or the then-current Renewal Term, in which event this Agreement shall terminate upon expiry of the Initial Term or the then-current Renewal Term, as applicable. For the avoidance of doubt, neither Party shall have any further obligations or liabilities to the other Party following termination in accordance with this Section 2.1(b) other than the payment of any Unpaid Amounts owing between the Parties, subject to the netting procedures set out in Section 6.1 and the survival of any terms and conditions of this Agreement intended to survive a termination hereof.

2.2 Early Termination.

(a) Start Date Deadline. If the Start Date has not occurred on or before December 15, 2024, subject to a day-for-day extension for an Uncontrollable Force Event or a failure of performance by Vitol of its obligations under this Agreement (the "Start Date Deadline"), then Vitol shall have the right to terminate this Agreement and the Storage Services Agreement, by written notice to BKRF, at any time after the Start Date Deadline until the Start Date occurs (as evidenced by BKRF's delivery of the Start Date Notice in accordance with Section 2.3).

(b) If the Agreement is terminated by Vitol pursuant to this Section 2.2, then Vitol shall determine in a commercially reasonable manner a termination payment equal to (a) *the sum* of (i) (x) the greater of the Close-out Amount determined by Vitol as though Vitol were the Performing Party, not to exceed $***, and (y) $0, *plus* (ii) the Unpaid Amounts owing to Vitol *less* (b) the Unpaid Amounts owing to BKRF ("Pre-Start Date Termination Payment"). Vitol shall provide notice to BKRF of its determination of the Pre-Start Date Termination Payment, together with reasonable supporting documentation. The Party owing the Pre-Start Date Termination Payment shall pay such Pre-Start Date Termination Payment to the other Party within ten (10) days after BKRF's receipt of such notice.

(c) Vitol's right to terminate and the payment by the owing Party of the Pre-Start Date Termination Payment in accordance with this Section 2.2 shall be the sole and exclusive remedies of the Parties in respect of BKRF's failure to achieve the Start Date on or prior to the Start Date Deadline and neither Party shall have any further obligations or liabilities to the other Party following such termination, subject to the survival of any terms and conditions of this Agreement intended to survive a termination hereof.

2.3 Start Date Notice. BKRF shall keep Vitol reasonably informed as to the progress being made in connection with the commissioning and completion of the Project and any events or anticipated events that would result in an extension of Start Date Deadline. During the commissioning and Start-Up Period phases of the Project, BKRF agrees that it will provide written notice (together with reasonable supporting documentation) to Vitol promptly upon (i) the initiation of the Start-Up Period (the "Start-Up Period Notice"), such Start-Up Period Notice to include confirmation of the anticipated Start Date, and (ii) the actual Start Date (the "Start Date Notice").

2.4 New Items. Vitol and BKRF may from time to time consult with each other and pursue opportunities for the purchase, processing, or production of feedstock, products, or renewable attributes that do not as of the Effective Date constitute Feedstock, Product, or Renewable Attributes ("New Items"), using the following approval process set forth in this Section 2.4 (the "Approval Process") or any other agreed upon process. If a Party seeking to add a New Item to the Feedstock, Products, or Renewable Attributes contemplated by this Agreement (such Party, the "Requesting Party") provides notice to the other Party detailing (a) the New Item proposed to be purchased, processed or produced and/or issued or qualified under any Applicable Law or Pathway, including, as applicable, the specifications for the New Item, (b) as applicable, the use to be made by the Requesting Party of the New Item or the New Item to be processed or produced at the Project, (c) as applicable, the Applicable Law or Pathway applicable to the New Item and (d) a forecast setting forth the Requesting Party's best estimate of the quantity of any such New Item expected to be purchased, processed or produced and/or issued or qualified during the subsequent twelve (12) month period if approved by the other Party (such notice, a "Proposal Notice"), then the other Party agrees to consider and consult with the Requesting Party in good faith regarding the applicable New Item. The Party receiving the Proposal Notice shall notify the Requesting Party within thirty (30) days following its receipt of the Proposal Notice of its approval or denial (made in its sole discretion) of the New Item (such notice, a "Response Notice"); *provided* that failure to timely provide a Response Notice shall not be deemed a breach of such Party's obligations under this Agreement or an approval of such New Item. If the Parties agree in writing to add any New Item (whether pursuant to the Approval Process or otherwise), the Parties shall thereafter amend this Agreement as necessary to accommodate such New Item.

ARTICLE III

PURCHASE AND SALE OF FEEDSTOCK

3.1 Feedstock Supply.

(a) During each Delivery Month of the Term, Vitol agrees to sell to BKRF, and BKRF agrees to purchase from Vitol, all of the Feedstock delivered to Vitol under a Third Party Feedstock Contract during such Delivery Month, in accordance with the terms and conditions of this Agreement; *provided* that Vitol's obligation to sell and BKRF's obligations to purchase are subject to the following limitations as applicable:

(i) Regardless of any Feedstock Forecast, Vitol shall not be obligated to supply Feedstock during any Delivery Month in excess of the Feedstock Monthly Maximum Quantities; *provided*, *however*, Vitol may modify the Feedstock Monthly Maximum Quantities for any Delivery Month pursuant to Section 3.1(a)(ii).

(ii) If any Feedstock Forecast for any Delivery Month reflects a quantity of Feedstock in excess of the Feedstock Monthly Maximum Quantities (each an "Excess Feedstock Monthly Quantity"), then Vitol shall have the option to increase the Feedstock Monthly Maximum Quantities for such Delivery Month as set forth in this Section 3.1(a)(ii). On or before the tenth (10th) Business Day of the Provisional Feedstock Forecast Review Month, Vitol shall provide written notice to BKRF indicating whether it will or will not supply all or any portion of the Excess Feedstock Monthly Quantities and, if it will do so, how much of such Excess Feedstock Monthly Quantities it will supply (such portion being the "Additional Monthly Feedstock Supply Quantity"). To the extent Vitol elects to supply the Additional Monthly Feedstock Supply Quantity, all such Additional Monthly Feedstock Supply Quantity shall, for such Delivery Month, become part of the Feedstock Monthly Maximum Quantities for that particular Delivery Month. To the extent Vitol does not choose to supply all of the Excess Feedstock Monthly Quantities, BKRF may purchase all or any applicable portion of the Excess Feedstock Monthly Quantities from another Person; *provided* that BKRF shall not owe any Feedstock Administrative Fee for Feedstock purchased from such other Person(s).

(iii) If any quantity of Feedstock is not delivered to Vitol under a Third Party Feedstock Contract, then Vitol shall not be required to deliver the corresponding quantities of Feedstock under this Agreement and Vitol will promptly notify BKRF of any such failed delivery and whether Vitol chooses to supply the corresponding quantities of Feedstock under this Agreement from other sources. If Vitol elects to supply such corresponding quantities of Feedstock, such Feedstock shall be supplied at the same price that Vitol would have been owed had Vitol received the corresponding quantity of Feedstock under such Third Party Feedstock Contract, and BKRF shall purchase such Feedstock from Vitol at the Feedstock Price. To the extent Vitol indicates in the foregoing notice that it will not supply the undelivered quantity of Feedstock, BKRF may purchase corresponding quantities of Feedstock from another Person; *provided* that BKRF shall not owe any Feedstock Administrative Fee for Feedstock purchased from such other Person(s). If any quantity of Feedstock is not delivered to Vitol under a Third Party Feedstock Contract, to the extent Vitol receives payment of the same from the Feedstock Counterparty, Vitol shall pass through to BKRF any actual Feedstock Counterparty Delivery Shortfall Damages paid to Vitol under the applicable Third Party Feedstock Contract.

(iv) Vitol shall have no obligation to sell Feedstock to BKRF to the extent Vitol's ability to supply such Feedstock is impaired by or BKRF's ability to take delivery of such Feedstock is impaired by Unscheduled Outages or an Uncontrollable Force Event, or to the extent of BKRF's failure to perform its obligations under this Agreement. In the event Vitol's ability to supply such Feedstock is impaired by an Uncontrollable Force Event, until BKRF has been notified in accordance with Section 8.1(c) that such impairment has ceased and Vitol is able to supply Feedstock to BKRF, BKRF may purchase corresponding quantities of Feedstock from another Person; *provided* that BKRF shall not be obligated to pay to Vitol any Feedstock Administrative Fee for each Pound of Feedstock purchased from such other Person(s).

(b) Except as otherwise expressly provided herein, Vitol shall be the exclusive supplier of Feedstock for the Project, and BKRF agrees that it will not purchase Feedstock from any other Person. In the event that BKRF purchases Feedstock from another Person when not permitted to do so under this Agreement, Vitol shall have the remedies set forth in Article XI.

3.2 Feedstock Forecasts; Feedstock Supply Offers.

(a) BKRF will provide Vitol with BKRF's good faith forecast, on a rolling three month basis (each such rolling three month period, a "Feedstock Forecast Period") of BKRF's weekly requirements for Feedstock, which shall be based upon commercially reasonable projections (the "Provisional Feedstock Forecast", with the first Delivery Month of the Provisional Feedstock Forecast being the "Feedstock Forecast" and the second and third Delivery Months of the applicable Feedstock Forecast Period, the "Remaining Provisional Feedstock Forecast"). Such Provisional Feedstock Forecast shall be delivered during the "Provisional Feedstock Forecast Month" which shall be the month that ends three months in advance of the Delivery Month that is at the beginning of the Feedstock Forecast Period (e.g., for a Provisional Feedstock Forecast for April, May and June, the Provisional Feedstock Forecast Month would be December). Unless otherwise specifically indicated in a Provisional Feedstock Forecast, each Provisional Feedstock Forecast will, unless otherwise agreed to the contrary by the Parties, reflect pro-rated quantities for deliveries during each week of such Feedstock Forecast Period.

(b) On or before the tenth (10th) Business Day of the month following the month during which any Provisional Feedstock Forecast was delivered (the "Provisional Feedstock Forecast Review Month"), in consultation with BKRF, Vitol shall identify Feedstock supply opportunities for any portion of such Feedstock Forecast and the Remaining Provisional Feedstock Forecast not already covered by prior Accepted Feedstock Supply Offers, evaluate all such Feedstock supply opportunities, and present new or updated Feedstock supply offers ("Feedstock Supply Offers") to BKRF sufficient to satisfy any uncovered portion of the Feedstock Forecast and the Remaining Provisional Feedstock Forecast for each applicable Delivery Month during the Feedstock Forecast Period. Vitol shall not be required to pursue or present Feedstock supply opportunities (i) that are not available to Vitol on an Arm's Length Basis from Feedstock Counterparties or (ii) from Persons who do not satisfy Vitol's internal credit and KYC requirements for the Feedstock supply opportunities, which internal credit and KYC requirements shall be applied in good faith to Feedstock supply opportunities (and the Persons presenting them) in the same manner as to they are generally applied to similar transactions between Vitol and any other Person providing the supply of products similar to the Feedstock to Vitol.

(c) Each Feedstock Supply Offer will set forth, for each identified cargo or cargoes of Feedstock, (i) the Feedstock Counterparty and the Feedstock Contract Price being offered by the Feedstock Counterparty, (ii) the individual and aggregate quantity(ies) thereof, (iii) the Feedstock Specifications thereof (which shall comply with the Feedstock Specifications and Terms), (iv) the transportation and logistics details and costs for delivery of such Feedstock cargo or cargoes to the Feedstock Delivery Point, (v) the terms applicable to the shortfall damages payable by the Feedstock Counterparty for a failure by such Feedstock Counterparty to deliver all or any portion of the Feedstock which is the subject of the Feedstock Supply Offer (such damages, the "Feedstock Counterparty Delivery Shortfall Damages"), (vi) the terms applicable to the shortfall damages payable by the buyer of the Feedstock for a failure by such buyer to take all or any portion of the Feedstock which is the subject of the Feedstock Supply Offer (such damages, the "Vitol Feedstock Receipt Shortfall Damages"), (vii) the amount of time available to accept or reject such Feedstock Supply Offer, and (viii) any other terms and conditions associated with such Feedstock Supply Offer as may be reasonably necessary for BKRF to make an informed decision as to whether to request Vitol to accept such Feedstock Supply Offer. All Feedstock Supply Offers presented to BKRF by Vitol shall be without mark-up by Vitol, except as otherwise noted in this Agreement.

(d) Upon receipt of the Feedstock Supply Offers, BKRF shall timely consult with Vitol and on or before the earlier of the last Business Day of the Provisional Feedstock Forecast Review Month or the last Business Day in the time frame set forth in each such Feedstock Supply Offer for acceptance thereof, accept or reject such Feedstock Supply Offers in writing, with any failure by BKRF to respond to any such Feedstock Supply Offer received by BKRF within the time frame set forth in such Feedstock Supply Offer being deemed a rejection thereof. To the extent sufficient Feedstock Supply Offers are presented by Vitol to do so, BKRF shall accept Feedstock Supply Offers to the extent necessary to supply any uncovered portion of the Feedstock Forecast and a commercially reasonable portion of the uncovered portion of the Remaining Provisional Feedstock Forecast for the balance of the then applicable Feedstock Forecast Period; *provided, however*, BKRF shall not be obligated to accept any Feedstock Supply Offers for quantities greater than reflected in any then applicable Feedstock Forecast Period.

(e) Upon BKRF's acceptance in writing of a Feedstock Supply Offer (an "Accepted Feedstock Supply Offer"), Vitol shall (in its own capacity and not as an agent of BKRF) enter into a Third Party Feedstock Contract with the applicable Feedstock Counterparty on the same material terms and conditions as set forth in such Accepted Feedstock Supply Offer. For the avoidance of doubt, all statements and representations made by Vitol's employees as to any Feedstock Counterparty shall be made on behalf of Vitol in its own capacity, and Vitol is not authorized to bind BKRF to any Third Party in connection with the negotiation or execution of any Third Party Feedstock Contract.

(f) Vitol and BKRF may from time to time consult with each other and pursue Feedstock supply opportunities using any other agreed upon process that results in additional Accepted Feedstock Supply Offers, but shall have no obligation to do so.

3.3 Vitol's Failure to Deliver Feedstock. If Vitol fails to deliver for purchase by BKRF all or any portion of Feedstock as required under this Agreement during any Delivery Month (such quantity of undelivered Feedstock being the "Feedstock Delivery Shortfall Quantity"), as BKRF's sole and exclusive monetary remedy with respect to such failure, Vitol will pay BKRF an amount (the "Feedstock Delivery Shortfall Damages") equal to *the sum* of:

(a) with respect to any quantity of Feedstock actually purchased by BKRF to replace all or any portion of the Feedstock Delivery Shortfall Quantity (even if purchased from Vitol under a Sleeved Feedstock Contract) within thirty (30) days following Vitol's failure to deliver the same (the "Feedstock Replacement Actual Quantity"), the greater of (i) the *sum* (without duplication) of (A) (1) the Feedstock Replacement Actual Price *less* the Feedstock Price under this Agreement *multiplied by* (2) the Feedstock Replacement Actual Quantity, *plus* (B) any additional incidental costs or damages paid by BKRF for the transportation and delivery of such Feedstock Replacement Actual Quantity before and to the Feedstock Delivery Point (as supported by reasonable documentation) or (ii) $0; *plus*

(b) with respect to all or any portion of the Feedstock Delivery Shortfall Quantity for which BKRF does not actually purchase replacement Feedstock (including such quantity not offered by Vitol under a Sleeved Feedstock Contract) within thirty (30) days following Vitol's failure to deliver the same (the "Feedstock Replacement Market Quantity"), the greater of (i) (A) the Feedstock Replacement Market Price *less* the Feedstock Price under this Agreement *multiplied by* (B) the Feedstock Replacement Market Quantity or (ii) $0; *plus*

(c) without duplication as to the values set out in clauses (a) and (b) above, if a Feedstock Counterparty has not delivered Feedstock under a Third Party Feedstock Contract, any actual Feedstock Counterparty Delivery Shortfall Damages payable to Vitol under the applicable Third Party Feedstock Contract (as reasonably documented) received by Vitol for any such Feedstock Counterparty.

With respect to any Feedstock Delivery Shortfall Quantity, BKRF shall use commercially reasonable efforts to minimize incremental costs and value degradation and to mitigate its damages. Nothing in this paragraph shall limit the remedies of BKRF under Section 11.3(b) or Section 11.4.

3.4 BKRF's Failure to Take Feedstock. Subject to BKRF's right to reject Off-Specification Feedstock pursuant to Section 3.7 and except to the extent resulting from Vitol's failure to perform its obligations under this Agreement, in the event BKRF fails to purchase all or any portion of the quantity of Feedstock available for purchase by BKRF from Vitol under any Third Party Feedstock Contracts (such quantity of unpurchased Feedstock being the "Feedstock Receipt Shortfall Quantity"), as Vitol's sole and exclusive monetary remedy with respect to such failure, BKRF will pay Vitol an amount (the "Feedstock Receipt Shortfall Damages") equal to *the sum* of:

(a) with respect to any quantity of the Feedstock Receipt Shortfall Quantity delivered to Vitol and actually resold by Vitol to a Third Party within thirty (30) days following such delivery (the "Feedstock Resale Actual Quantity"), the greater of (i) the *sum* (without duplication) of (A) (1) the Feedstock Price under this Agreement *less* the Feedstock Resale Actual Price *multiplied by* (2) the Feedstock Resale Actual Quantity, *plus* (B) any additional incidental costs or damages paid by Vitol for the transportation, delivery and storage of such Feedstock Resale Actual Quantity in connection with the resale (as supported by reasonable documentation), *plus* (C) the Feedstock Administrative Fee for each Pound of such Feedstock Resale Actual Quantity resold, or (ii) $0; *plus*

(b) with respect to any quantity of the Feedstock Receipt Shortfall Quantity delivered to Vitol and not resold by Vitol to a Third Party within thirty (30) days following such delivery (the "Feedstock Resale Market Quantity"), the greater of (i) the *sum* (without duplication) of (A) (1) the Feedstock Price under this Agreement *less* the Feedstock Resale Market Price *multiplied by* (2) the Feedstock Resale Market Quantity, *plus* (B) any additional incidental costs or damages reasonably estimated by Vitol for the transportation, delivery and storage of such Feedstock Resale Market Quantity in contemplation of resale (as supported by reasonable documentation), *plus* (C) the Feedstock Administrative Fee for each Pound of such Feedstock Resale Market Quantity, or (ii) $0; *plus*

(c) without duplication as to the values set out in clauses (a) and (b) above, if Vitol has not yet taken delivery of and does not subsequently take delivery of all or any portion of the Feedstock Receipt Shortfall Quantity due specifically to a notification from BKRF that it will not be purchasing all or any portion of the Feedstock Receipt Shortfall Quantity, then with respect to such quantity of Feedstock (the "Feedstock Resale Undelivered Quantity"), the value of any actual Vitol Feedstock Receipt Shortfall Damages paid by Vitol under the applicable Third Party Feedstock Contract to the Feedstock Counterparty (as reasonably documented), *plus* the Feedstock Administrative Fee for each Pound of such Feedstock Resale Undelivered Quantity.

With respect to any Feedstock Receipt Shortfall Quantity, Vitol shall use commercially reasonable efforts to minimize incremental costs and value degradation and to mitigate its damages. Nothing in this paragraph shall limit the remedies of Vitol under Section 11.3(b) or Section 11.4.

3.5 Feedstock Price. The price per Pound of Feedstock delivered by Vitol to BKRF at the Feedstock Delivery Point under this Agreement (the "Feedstock Price") shall be equal to the s*um of* (without duplication) (a) the applicable Feedstock Contract Price, *plus* (b) all actual out-of-pocket and allocated storage, transportation, and other logistics costs incurred by Vitol or its Affiliates to deliver such Feedstock to the Project, if any, *plus* (c) a $*** per Pound handling and administrative fee (the "Feedstock Administrative Fee"). Vitol may allocate internal storage, transportation, and other logistics costs to transactions under this Agreement provided such costs are allocated in good faith and in the same manner as they are allocated to Vitol's other transactions.

3.6 Feedstock Specifications. All Feedstock delivered by Vitol to BKRF pursuant to this Agreement shall meet the Feedstock Specifications as set forth in Schedule 2.1 of this Agreement.

3.7 Off-Specification Feedstock. Should the quality of any Feedstock delivered by Vitol during the Term of this Agreement not meet the Feedstock Specifications ("Off-Specification Feedstock"), BKRF will have the option to accept or reject the Off-Specification Feedstock, including rejection after production of the Product, should Vitol fail to provide necessary documentation for the Feedstock as specified in the RFS2 Regulations. If BKRF rejects the Off-Specification Feedstock, Vitol shall be deemed to have failed to deliver such quantity of Off-Specification Feedstock and the provisions of Section 3.3 shall be applicable to such quantity of Off-Specification Feedstock. If BKRF accepts the Off-Specification Feedstock, (a) any Liabilities accrued due to the Off-Specification Feedstock will be the responsibility of BKRF and (b) the Parties will agree to an equitable reduction of the Feedstock Price for the full quantity of such Off-Specification Feedstock accepted by BKRF, except that the Feedstock Price shall only be reduced to the extent the applicable Feedstock Contract Price is reduced due to the Off-Specification Feedstock not meeting the Feedstock Specifications.

3.8 Quantity Determinations. The quantity of Feedstock delivered by Vitol to BKRF shall be determined in accordance with the Project F&P Handling Requirements.

3.9 Quality Determinations. The quality of Feedstock shall be determined by load certificate of analysis subject to verification by BKRF at the Feedstock Delivery Point. Should a quantity of Feedstock supplied by Vitol not meet the Feedstock Specification following verification, which verification may be made by an Independent Inspector retained by BKRF at such time as the Feedstock is being delivered by Vitol to the Feedstock Delivery Point, BKRF may accept or reject the Off-Specification Feedstock pursuant to Section 3.7. Should a quantity of Off-Specification Feedstock be accepted by BKRF, the load certificate of analysis shall be final and binding except in the case of fraud or manifest error. Testing and certification procedures for the quality of Feedstock shall be undertaken in accordance with Sections 5.3 and 5.4.

3.10 Delivery. Vitol will deliver Feedstock to the Feedstock Delivery Point in accordance with Article VII.

3.11 Title and Custody Transfer. Title and custody to Feedstock will transfer from Vitol to BKRF at the Feedstock Delivery Point.

3.12 Reporting; Compliance Documentation; Access for Audits. In connection with delivery of Feedstock, Vitol shall provide all required compliance documentation for Feedstock deliveries and any other information in Vitol's possession, custody, and control that is needed by BKRF to generate RINs as per 40 CFR Part 80 Subpart M and LCFS Credits under the CARB LCFS Regulations, including, without limitation, the following:

(a) For specified-sourced Feedstock, such as used cooking oil, animal fats, fish oil, yellow grease, distillers corn oil, distillers sorghum oil, brown grease, and any other materials described in Section 95488.8(g)(1)(A) of the CARB LCFS Regulations, chain of custody evidence from the point of origin to the Feedstock Delivery Point. This includes all materials described in Section 95488.8(g)(1)(B) of the CARB LCFS Regulations and 40 CFR Sections 80.1450 and 80.1454.

(b) For planted crops or crop residue Feedstock, such as soybean oil, chain of custody evidence which demonstrates crops were grown on land in cultivation prior to December 19, 2007 and as described in 40 CFR Section 80.1454.

(c) Vitol shall ensure that an Independent Inspector shall have access to all Feedstock supply facilities to conduct audits and annual LCFS verifications, including, but not limited to, all documentation demonstrating the amounts of Feedstock purchased and the location of the establishment from which such Feedstock was first collected.

3.13 BKRF Claims. BKRF shall assert any claim it has as to defects in quality of Feedstock by providing written notice (together with all necessary supporting documentation) to Vitol within thirty (30) days after the delivery of the Feedstock in question. If BKRF fails to assert such claim within this time frame, such claims will be deemed to have been waived. In the event of a dispute between the Parties relating to conflicting data from multiple laboratory analyses of Feedstock quality, the Independent Inspector shall determine the quality of the Feedstock and any such finding shall be binding on the Parties, absent manifest error or fraud.

3.14 Feedstock Counterparty Claims. At the request of Vitol, BKRF will provide reasonable assistance to Vitol with defending any claims made by a Feedstock Counterparty or transporter of the Feedstock against Vitol, and enforcing any claims that Vitol may bring against any such Person related to the Feedstock, in each case which is the subject of any Third Party Feedstock Contract (including (but not in replacement of any Liabilities of Vitol under Section 3.13) that any Feedstock delivered fails to meet the Feedstock Specifications). In all such instances wherein claims are made by a Third Party against Vitol, all such claims and associated Liabilities shall be for the account of Vitol, and if BKRF is joined in any proceeding arising under a Third Party Feedstock Contract or transportation contract related to the specific Feedstock to be or which was supplied under any such Third Party Feedstock Contract, BKRF shall have the rights afforded to it as an Indemnified Party under Article IX, subject to the restrictions set forth in Article IX. Any obligation of Vitol to replace any Off-Specification Feedstock rejected by BKRF shall be an obligation of Vitol separate and apart from Vitol's rights against any Feedstock Counterparty under a Third Party Feedstock Contract.

3.15 Vitol Trading Acknowledgments. BKRF acknowledges and agrees that (a) Vitol is a merchant of renewable feedstock and may, from time to time, be dealing with prospective Feedstock Counterparties, or pursuing trading or hedging strategies, in connection with aspects of Vitol's own business which are unrelated hereto and that such dealings and such trading or hedging strategies may be different from or opposite to those being pursued by or for BKRF; (b) Vitol may, in its sole discretion, determine whether to notify BKRF of any potential transaction with a Feedstock Counterparty and prior to notifying BKRF of any such potential transaction Vitol may, in its discretion, determine not to pursue such transaction or to pursue such transaction in connection with another aspect of Vitol's business and Vitol shall have no liability of any nature to BKRF as a result of any such determination; (c) Vitol has no fiduciary or trust obligations of any nature with respect to the Project or BKRF, subject to the provisions herein regarding confidentiality set forth in Article XIII; *provided, however*, that Vitol shall have the obligation to keep Confidential Information of BKRF confidential, including such information related to Feedstock acquisitions by Vitol for BKRF pursuant to any Accepted Feedstock Supply Offer or by BKRF from any other Person to the extent allowed for hereunder; (d) Vitol may enter into transactions and purchase renewable feedstock for its own account or the account of others at prices more favorable than those being charged to and paid by BKRF hereunder; and (e) nothing herein shall be construed to prevent Vitol, or any of its partners, officers, employees or Affiliates, in any way from purchasing, selling or otherwise trading in renewable feedstock or any other commodity for its or their own account or for the account of others, whether prior to, simultaneously with, or subsequent to any transaction under this Agreement. Notwithstanding the preceding provisions to the contrary, Vitol acknowledges and agrees that, except as may be required by Applicable Law, (i) Vitol shall not undertake duties and obligations under any one or more of clauses (a) through (e) above that would interfere with, prevent, limit, impair or supersede Vitol's obligation to supply Feedstock to BKRF hereunder, and (ii) to the extent Vitol must choose between performing under such contract or sale as set out in any one or more of clauses (a) though (e) above, or performing under this Agreement, because it cannot do both simultaneously, Vitol shall choose to perform under this Agreement.

3.16 Sleeved Feedstock Contracts. To the extent Vitol breaches its obligation set out in the first sentence of Section 3.2(b) to provide Feedstock Supply Offers to BKRF, BKRF shall have a right to seek replacement Feedstock supply offers from any Person that is a commercial supplier of Feedstock satisfying Vitol's credit requirements (as generally applied) and KYC requirements for the applicable transaction (each a "Sleeved Feedstock Counterparty"), and Vitol agrees that it will enter into documentation for such Feedstock supply with such Sleeved Feedstock Counterparty to the extent necessary to fulfill Vitol's obligations hereunder (each such Feedstock agreement being a "Sleeved Feedstock Contract"). Each such Sleeved Feedstock Counterparty and each such Sleeved Feedstock Contract shall be deemed, after being entered into by Vitol, to be, respectively, a Feedstock Counterparty and a Third Party Feedstock Contract hereunder; *provided, however*, in relation to the quantity of Feedstock set out in each Sleeved Feedstock Contract, BKRF will not be obligated to pay to Vitol any associated Feedstock Administrative Fee for each Pound of Feedstock supplied to BKRF which Vitol purchased from such Sleeved Feedstock Counterparty.

3.17 Initial Feedstock Fill Quantity. The Parties hereby confirm that prior to, but in contemplation of the Effective Date, BKRF has provided Vitol with a Provisional Feedstock Forecast for a quantity of Feedstock sufficient for use by BKRF during the Start-Up Period (the "Initial Feedstock Fill Quantity") and, relative to the Initial Feedstock Fill Quantity, the Parties have determined or are in the process of currently determining, as contemplated under Section 3.2, Feedstock Supply Offers such that Vitol has or will be entering into Third Party Feedstock Contracts for the supply of the Initial Feedstock Fill Quantity to the Project. The Parties have agreed that the terms and conditions of this Agreement shall be applicable to and govern (a) the Initial Feedstock Fill Quantity, including Vitol's supply thereof and BKRF's purchase thereof, and (b) BKRF's supply and Vitol's purchase of any Product and associated Renewable Attributes produced by BKRF during the Start-Up Period through the use of all or a portion of the Initial Feedstock Fill Quantity. At such time during the Start-Up Period as commercial quantities of the Product are being produced, the Parties agree to implement the provisions of each of Section 3.2 and Section 4.2 relative to Feedstock and Product forecasting.

ARTICLE IV

PURCHASE AND SALE OF PRODUCT

4.1 Purchase of Product.

(a) During each Delivery Month of the Term, BKRF agrees to sell to Vitol, and Vitol agrees to purchase from BKRF, all of the Product scheduled to be produced by the Project for such Delivery Month in the Product Forecast, including all associated Renewable Attributes, in each case, in accordance with the terms and conditions of this Agreement; *provided* that BKRF's obligation to sell and Vitol's obligations to purchase are subject to the following limitations as applicable:

(i) Regardless of any Product Forecast, Vitol shall not be obligated to purchase Product during any Delivery Month in excess of the Product Monthly Maximum Quantities or the quantity of Product scheduled to be produced by the Project for such Delivery Month in the Product Forecast; *provided*, *however*, Vitol may modify the Product Monthly Maximum Quantities for any Delivery Month pursuant to Section 4.1(a)(ii).

(ii) If any Product Forecast for any Delivery Month reflects a quantity of Product in excess of the Product Monthly Maximum Quantities ("Excess Forecasted Product Quantity") or the actual production of Product for any Delivery Month exceeds the quantity of Product scheduled to be produced by the Project for such Delivery Month in the Product Forecast ("Excess Produced Product Quantity") (each of any Excess Forecasted Product Quantity and any Excess Produced Product Quantity, an "Excess Product Monthly Quantity"), then Vitol shall have the option to increase the Product Monthly Maximum Quantities for such Delivery Month as set forth in this Section 4.1(a)(ii). On or before the tenth (10th) Business Day of the Provisional Product Forecast Review Month (in respect of any Excess Forecasted Product Quantity) or the second (2nd) Business Day following notice from BKRF (in respect of any Excess Produced Product Quantity), Vitol shall provide written notice to BKRF indicating whether it will or will not purchase all or any portion of the Excess Product Monthly Quantities and, if it will do so, how much of such Excess Product Monthly Quantities it will purchase (such portion being the "Additional Monthly Product Purchase Quantity"). To the extent Vitol elects to purchase the Additional Monthly Product Purchase Quantity, all such Additional Monthly Product Purchase Quantity shall, for such Delivery Month, become part of the Product Monthly Maximum Quantities for that particular Delivery Month. To the extent Vitol does not choose to purchase all of the Excess Product Monthly Quantity, BKRF may sell all or any applicable portion of the Excess Product Monthly Quantity to another Person; *provided* that BKRF shall not be obligated to pay to Vitol any Product Administrative Fee for each Gallon of Product sold to such other Person(s).

(iii) If during any Delivery Month BKRF does not have sufficient Feedstock to produce Product as a result of the failure of a Feedstock Counterparty or transport provider to deliver Feedstock that is the subject of a Third Party Feedstock Contract, then to the extent such insufficiency reduces production of Product below the Product Forecast for such Delivery Month, Vitol will remain obligated to purchase all Product during such Delivery Month.

(iv) BKRF shall have no obligation to sell Product to Vitol to the extent the production of such Product is impaired by an Uncontrollable Force Event or Vitol's failure to perform its obligations under this Agreement.

(v) Vitol shall have no obligation to purchase Product to the extent the production of such Product is impaired by, or Vitol's ability to take delivery of such Product is impaired by, Unscheduled Outages or an Uncontrollable Force Event, or to the extent of BKRF's failure to perform its obligations under this Agreement.

(vi) For the avoidance of doubt, all references in this Section 4.1 to the purchase of Product by Vitol or the right of BKRF to not sell the Product to Vitol shall be interpreted to (A) include the purchase by Vitol of (or the right of BKRF to not sell to Vitol) all Renewable Attributes associated with such purchased Product and (B) shall under no circumstances be interpreted to include the sale to or any obligation to sell to Vitol any Renewable Attributes separate and apart from the Product with which they are associated or any Excluded Products.

(b) Except as otherwise expressly provided herein, Vitol shall be the exclusive purchaser of Product for the Project and the Renewable Attributes with respect thereto, and BKRF agrees that it will not sell Product or the Renewable Attributes with respect thereto to any other Person. In the event that BKRF sells Product or the Renewable Attributes with respect thereto to another Person when not permitted to do so under this Agreement, Vitol shall have the remedies set forth in Article XI.

4.2 Product Forecasts; Product Purchase Offers.

(a) BKRF will provide Vitol with BKRF's good faith forecast, on a rolling three month basis (each such rolling three month period, a "Product Forecast Period") of BKRF's weekly production of Product, which shall be based upon commercially reasonable projections (the "Provisional Product Forecast"), with the first month of the Provisional Product Forecast being the "Product Forecast" and the second and third Delivery Months of the applicable Product Forecast Period being the "Remaining Provisional Product Forecast". Such Provisional Product Forecast shall be delivered no later than the tenth (10th) Business Day of the "Provisional Product Forecast Month", which shall be the month that ends three months in advance of the Delivery Month that is at the beginning of the Product Forecast Period (e.g. for a Provisional Product Forecast for April, May and June, the Provisional Product Forecast Month would be December). Unless otherwise specifically indicated in a Provisional Product Forecast, each Provisional Product Forecast will, unless otherwise agreed to the contrary by the Parties, reflect pro-rated quantities for deliveries during each week of such Product Forecast Period.

(b) On or before the last Business Day of the month following the month during which any Provisional Product Forecast was delivered (the "Provisional Product Forecast Review Month"), in consultation with Vitol, (i) BKRF shall use commercially reasonable efforts to modify its plans for the production of Product and the associated Provisional Product Forecast to the extent reasonably requested by Vitol (and supported by reasonable documentation as to the basis for such request) and (ii) after any such modifications, BKRF shall provide Vitol with BKRF's updated Product Forecast and Remaining Provisional Product Forecast, which shall be based upon commercially reasonable projections, indicate the full volume of the Product to be delivered by BKRF to Vitol at the applicable Product Delivery Point, and set forth a schedule pursuant to which each such delivery is to be made (which should generally pro-rate deliveries over each week of such Delivery Month).

(c) On or before the last Business Day of the Provisional Product Forecast Review Month, in consultation with BKRF, Vitol shall identify Product sale opportunities for any portion of the applicable Product Forecast and Remaining Provisional Product Forecast not already covered by Third Party Product Contracts, evaluate all such Product sale opportunities, and present new or updated offers for purchase of the Product by Potential Product Counterparties (each, a "Product Purchase Offer") to BKRF. Vitol shall not be required to pursue or present Product sale opportunities (i) that are not available to Vitol on an Arm's Length Basis from Product Counterparties or (ii) from Persons who do not satisfy Vitol's internal credit and KYC requirements for the Product sale opportunities, as consistently and generally applied.

(d) Each Product Purchase Offer will set forth (i) the Potential Product Counterparty and the Third Party Product Contract Price being offered by the Potential Product Counterparty, (ii) the individual and aggregate quantity(ies) of Product to be purchased and sold thereunder, (iii) the Product specifications required by the Potential Product Counterparty (which shall comply with the Product Specifications and Terms), (iv) the transportation and logistics details and costs for delivery of such Products to the Product Delivery Point, (v) the terms applicable to the shortfall damages payable by the Potential Product Counterparty for a failure by such Potential Product Counterparty to purchase all or any portion of the Product which is the subject of the Product Purchase Offer (such damages, the "Product Counterparty Receipt Shortfall Damages"), (vi) the terms applicable to the shortfall damages payable by the seller of the Products for a failure by such seller to deliver all or any portion of the Product which is the subject of the Product Purchase Offer (such damages, the "Vitol Product Delivery Shortfall Damages"), and (vii) the term length of the proposed Third Party Product Contract.

(e) Upon receipt of the Product Purchase Offers, BKRF shall timely consult with Vitol and on or before the earlier of the last Business Day of the Provisional Product Forecast Review Month or the last Business Day in the time frame set forth in each such Product Purchase Offer for acceptance thereof, accept or reject such Product Purchase Offer in writing, with any failure by BKRF to respond to any such Product Purchase Offer received by BKRF within the time frame set forth in such Product Purchase Offer being deemed a rejection thereof. To the extent sufficient Product Purchase Offers are presented by Vitol to do so, BKRF shall accept Product Purchase Offers to the extent necessary to supply any uncovered portion of the Product Forecast and a commercially reasonable portion of the uncovered portion of the Remaining Provisional Product Forecast for the balance of the then applicable Product Forecast Period; *provided, however*, BKRF shall not be obligated to accept any Product Purchase Offers for quantities greater than reflected in any then applicable Product Forecast Period.

(f) Upon BKRF's acceptance in writing of a Product Purchase Offer (an "Accepted Product Purchase Offer"), Vitol shall (in its own capacity and not as an agent of BKRF) enter into a Third Party Product Contract with the applicable Product Counterparty on the same material terms and conditions as set forth in such Accepted Product Purchase Offer. For the avoidance of doubt, all statements and representations made by Vitol's employees as to any Product Counterparty shall be made on behalf of Vitol in its own capacity, and Vitol is not authorized to bind BKRF to any Third Party in connection with the negotiation or execution of any Third Party Product Contract.

(g) Vitol and BKRF may from time to time consult with each other and pursue Product sale opportunities using any other agreed upon process that results in additional Product Purchase Offers and Third Party Product Contracts, but shall have no obligation to do so.

4.3 Vitol's Failure to Purchase Product. Subject to Vitol's right to reject Off-Specification Product pursuant to Section 4.8, if Vitol fails to purchase all or any quantity of Product as required under this Agreement during any Delivery Month (such quantity of unpurchased Product being the "Product Purchase Shortfall Quantity"), as the sole and exclusive monetary remedy of BKRF with respect to such failure, Vitol will pay BKRF an amount equal to *the sum* of:

(a) with respect to any quantity of the Product Purchase Shortfall Quantity actually resold by BKRF to a Third Party within thirty (30) days following Vitol's failure to purchase the same (the "Product Resale Actual Quantity"), the greater of (i) *the sum* (without duplication) of (A) (1) the Product Price under this Agreement *less* the Product Resale Actual Price *multiplied by* (2) the Product Resale Actual Quantity, *plus* (B) any additional incidental costs or damages paid by BKRF for the transportation and delivery of such Product Resale Actual Quantity if sold at a location other than the Product Delivery Point (as supported by reasonable documentation), or (ii) $0; *plus*

(b) with respect to any quantity of the Product Purchase Shortfall Quantity not actually resold by BKRF to a Third Party within thirty (30) days following Vitol's failure to purchase the same (the "Product Resale Market Quantity"), the greater of (i) (A) the Product Price *less* the Product Resale Market Price *multiplied by* (B) the Product Resale Market Quantity or (ii) $0.

With respect to any Product Purchase Shortfall Quantity, (A) BKRF shall use commercially reasonable efforts to dispose of such Product Purchase Shortfall Quantity by sale to a Third Party so as to mitigate its damages from Vitol's failure to purchase, (B) BKRF shall have no obligation to hold such Product for Vitol's later purchase and (C) BKRF shall have no obligation to increase production of Product in subsequent Provisional Product Forecasts or Product Forecasts. Nothing in this paragraph shall limit the remedies of BKRF under Section 11.3(b) or Section 11.4.

4.4 BKRF's Failure to Deliver Product. If BKRF fails to deliver all or any quantity of Product for purchase by Vitol as required under this Agreement during any Delivery Month (such quantity of undelivered Product being the "Product Delivery Shortfall Quantity"), as Vitol's sole and exclusive monetary remedy with respect to such failure, BKRF will pay Vitol an amount (the "Product Delivery Shortfall Damages") equal to *the sum* of:

(a) with respect to any Product actually purchased by Vitol to replace all or any portion of the Product Delivery Shortfall Quantity within thirty (30) days following BKRF's failure to deliver the same (the "Product Replacement Actual Quantity"), the greater of (i) *the sum* (without duplication) of (A) (1) the Product Replacement Actual Price *less* the Product Price *multiplied by* (2) Product Replacement Actual Quantity, *plus* (B) any additional incidental costs paid by Vitol for the transportation, delivery and storage of the Product Replacement Actual Quantity in connection with the purchase (as supported by reasonable documentation), *plus* (C) the Product Administrative Fee for each Gallon of such Product Replacement Actual Quantity, or (ii) $0; *plus*

(b) with respect to all or any portion of the Product Delivery Shortfall Quantity for which Vitol does not actually purchase replacement Product within thirty (30) days following BKRF's failure to deliver the same (the "Product Replacement Market Quantity") the greater of (i) *the sum* (without duplication) of (A) (1) the Product Replacement Market Price *less* the Product Price *multiplied by* (2) the Product Replacement Market Quantity, *plus* (B) the Product Administrative Fee for each Gallon of such Product Replacement Market Quantity, or (ii) $0; *plus*

(c) without duplication as to the values set out in clauses (a) and (b) above, the greater of (i) if Vitol has entered into Third Party Product Contracts for the sale and delivery of the Product Delivery Shortfall Quantity, the Vitol Product Delivery Shortfall Damages actually paid by Vitol to a Product Counterparty under each such applicable Third Party Product Contract, or (ii) $0.

With respect to the Product Delivery Shortfall Quantity, Vitol shall use commercially reasonable efforts to mitigate Vitol's damages incurred as a result of BKRF's failure. Nothing in this paragraph shall limit the remedies of Vitol under Section 11.3(b) or Section 11.4.

4.5 Product Price.

(a) The price per Gallon for Product delivered by BKRF to Vitol at each applicable Product Delivery Point and purchased by Vitol during the Term (the "Product Price") shall be equal to the *difference* between (without duplication):

(i) (A) with respect to Product and any associated Renewable Attributes included with the Product re-sold by Vitol to Product Counterparties, the Third Party Product Contract Price received by Vitol with respect thereto, (B) with respect to any Renewable Attributes re-sold by Vitol separately from the Product, the Renewable Attribute Sale Price with respect to such Renewable Attributes, or (C) with respect to Product and Renewable Attributes purchased by Vitol (including any Affiliate of Vitol) for its own use and not for resale, the applicable Vitol Product Contract Price; *minus*

(ii) the *sum of* (A) a handling and administrative fee of $*** per Gallon of such Product (the "Product Administrative Fee"), in all cases subject to the provisions of this Agreement to the contrary, *plus* (B) the Facility Fee.

For the avoidance of doubt, the Product Administrative Fee shall not be applicable to any Excluded Products, including, if and as applicable hereunder, Excluded Renewable Attributes; *provided, however*, to the extent Vitol purchases any Excluded Renewable Attributes from BKRF, all such Excluded Renewable Attributes shall be considered Renewable Attributes for purposes of this Section 4.5 and shall be accounted for as contemplated under the foregoing clauses (i)(B) and (i)(C).

(b) The Parties agree that any Un-resold Product or Un-resold Renewable Attributes will be valued for purposes of the Borrowing Base determinations under the RCF Agreement in accordance with Schedule 1.01(B) (*Borrowing Base*) of the RCF Agreement.

4.6 Product Specifications and Terms. Product delivered by BKRF to Vitol shall meet, and the Parties agree to perform their respective obligations with respect to Product set forth in, the Product Specifications and Terms.

4.7 Excluded Renewable Attributes. If at any time during the Term Vitol purchases from BKRF any one or more of the Excluded Renewable Attributes BKRF has available for purchase, the Parties agree that the provisions of this Article IV, Article VI and, as applicable, the provisions of Schedule 2.1, shall apply to each such purchase of Excluded Renewable Attributes made by Vitol.

4.8 Off-Specification Product. Should the quality of Product delivered by BKRF during the Term not meet the Product Specifications and Terms ("Off-Specification Product"), Vitol may accept or reject the Off-Specification Product. If Vitol rejects the Off-Specification Product, without limiting Vitol's rights with respect thereto, BKRF shall have the option to blend rejected Off-Specification Product with other Product to the extent such blending would cause such Product to meet the Product Specifications and Terms, and subsequently deliver or re-deliver such Product under this Agreement. To the extent BKRF chooses not to blend the rejected Product, BKRF shall be deemed to have failed to deliver such quantity of Off-Specification Product and the provisions of Section 4.4 shall be applicable to the quantity of Off-Specification Product. If Vitol accepts the Off-Specification Product (a) the Liabilities accrued due to the off-specification properties of such Off-Specification Product will be the responsibility of Vitol, including any resulting claims by any Third Party to whom Vitol has re-sold the Off-Specification Product, and (b) the Parties will agree to an equitable reduction of the Product Price for the full quantity of such Off-Specification Product accepted by Vitol, except that the Product Price shall only be reduced to the extent the applicable Product Contract Price is reduced due to the Off-Specification Feedstock not meeting the Feedstock Specifications.

4.9 Delivery. BKRF will deliver Product to the Product Delivery Point in accordance with Article VII.

4.10 Title and Custody Transfer. Title to and custody of the Product will transfer from BKRF to Vitol at the Product Delivery Point.

4.11 Quantity Determinations. The quantity of Product delivered by BKRF to Vitol shall be determined in accordance with the Project F&P Handling Requirements.

4.12 Quality Determinations. The quality of Product shall be determined according to Sections 5.3 and 5.4.

4.13 Reporting. Within ten (10) days after the end of each Delivery Month, BKRF will deliver to Vitol a written report stating (a) the volume of Product owned by Vitol in the Product Storage Tanks at the beginning of the Delivery Month, (b) the volume of Product delivered to Vitol at the applicable Product Delivery Point on each day during such Delivery Month, (c) the volume of Product owned by Vitol loaded for delivery away from the Project (whether for Vitol's own use or delivery to a Product Counterparty) on each day during the Delivery Month, and (d) the volume of Product in each of the applicable Product Storage Tanks on each day of such Delivery Month. In addition, whenever volume determinations are required to be performed thereunder, BKRF shall fully participate and cooperate in performing such volume determinations and, if requested by Vitol shall do so in collaboration with Vitol's agents (including any Independent Inspector). BKRF shall provide Vitol with reasonable prior notice of any periodic testing and

calibration of any measurement facilities providing measurement of Product at the Project and BKRF shall permit Vitol to observe such testing and calibration. In addition, BKRF shall provide Vitol with any documentation regarding the testing and calibration of the measurement facilities.

4.14 Quality Claims. Vitol shall assert any claim it has as to defects in quality of Products by providing written notice (together with all necessary supporting documentation) to BKRF within thirty (30) days after the applicable delivery of Product in question. If Vitol fails to assert such claim within this time frame, such claims will be deemed to have been waived. In the event of a dispute between the Parties relating to conflicting data from multiple laboratory analyses of Product quality, the Independent Inspector shall determine the quality of the Product and any such finding shall be binding on the Parties, absence manifest error or fraud.

4.15 Sleeved Product Contracts. To the extent Vitol breaches its obligation to purchase all or any quantity of Product as required under this Agreement, BKRF shall have a right to seek replacement Product purchase offers from any Person(s) other than Vitol that is a commercial purchaser of Product satisfying Vitol's credit requirements (as generally applied) and KYC requirements for the applicable transaction (each a "Sleeved Product Counterparty"), and Vitol agrees that it will enter into documentation for resale of such Product with such Sleeved Product Counterparty to the extent necessary to fulfill Vitol's obligations hereunder (each such Product agreement being a "Sleeved Product Contract") and each such Sleeved Product Counterparty and each such Sleeved Product Contract shall, after being entered into by Vitol, be deemed to be, respectively, a Product Counterparty and a Third Party Product Contract hereunder; *provided, however*, in relation to the quantity of Product set out in each Sleeved Product Contract, BKRF will not be obligated to pay to Vitol any associated Product Administrative Fee for each Gallon of Product resold to such Sleeved Product Counterparty.

ARTICLE V

WARRANTY, QUANTITY AND QUALITY DETERMINATIONS

5.1 Feedstock Warranty. Vitol warrants that with regards to the Feedstock delivered under this Agreement:

(a) the Feedstock will meet the Feedstock Specifications set forth in Schedule 2.1, including, as applicable, compliance with the RFS2 Regulations and the CARB LCFS Regulations;

(b) Vitol will have free and clear title to the Feedstock delivered to BKRF under this Agreement;

(c) all compliance documentation and any other information delivered by Vitol to BKRF under Section 3.12 shall be complete in all material respects and, to the knowledge of Vitol, accurately set forth the information required to be provided by Vitol under Section 3.12; and

(d) such Feedstock will be delivered to BKRF free from lawful security interests, liens, claims, rights and encumbrances of any Person.

EXCEPT AS EXPRESSLY PROVIDED IN THE FEEDSTOCK SPECIFICATIONS AND TERMS, THIS SECTION 5.1 AND IN SECTION 9.2, VITOL MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FEEDSTOCK OR THE RESULTING PRODUCT, RINS OR OTHER RENEWABLE ATTRIBUTES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES, OR OTHERWISE, AND ALL SUCH WARRANTIES WITH RESPECT TO SUCH FEEDSTOCKS AND PRODUCTS ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

5.2 Product Warranty. BKRF warrants that with regards to the Product delivered under this Agreement:

(a) except to the extent the Product is Off-Specification Product due to the delivery by Vitol of Off-Specification Feedstock, the Product will meet the Product Specifications;

(b) BKRF will have free and clear title to the Product delivered to Vitol under this Agreement; and

(c) such Product will be delivered to Vitol free from lawful security interests, liens, claims, rights and encumbrances of any Person.

EXCEPT AS EXPRESSLY PROVIDED IN THE PRODUCT SPECIFICATIONS AND TERMS, THIS SECTION 5.2, AND SECTION 9.2, BKRF MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR THE RESULTING RINS OR OTHER RENEWABLE ATTRIBUTES GENERATED BY OR CAPABLE OF BEING GENERATED BASED UPON THE PRODUCTION OF THE PRODUCT OR ANY SUBSEQUENT PRODUCT RESULTING FROM THE USE BY VITOL OR ANY OTHER PERSON OF THE PRODUCT IN ANY PROCESSING OR PRODUCTION OF A SECONDARY PRODUCT, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES, OR OTHERWISE, AND ALL SUCH WARRANTIES WITH RESPECT TO EACH OF THE FOREGOING ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

5.3 Quality of Feedstock and Products.

(a) In connection with this Agreement, where Seller must perform or desires to perform any product quality test on Feedstock or Product, it delivers to Buyer, Seller is accountable for the integrity and results of any such product quality test, whether performed by it, or by an Independent Inspector employed by it. Furthermore, Seller is accountable for recording and retaining such data for five (5) years from the date upon which the Seller delivers any Feedstock or Product to the Buyer, whether Seller performs the product quality test itself, or employs an Independent Inspector to do so. Seller shall ensure that with respect to any such test performed by it or on its behalf:

(i) Product or Feedstock quality test measurements are complete, accurate and timely and that such test measurements are performed upon unaltered samples collected in a manner that: (A) is expected to yield samples representative of the Product or Feedstock per applicable ASTM/API MPMS sampling guidelines or industry standards; or (B) complies with the manner of collection specified by written agreement between the Parties.

(ii) Any samples used for product quality test measurements as required by this Agreement are retained for a period of not less than forty-five (45) days after such tests are performed.

(iii) Specified industry standard test methods including sampling and instrument calibration procedures are used without modification, unless: (A) that modification has been approved by written agreement between the Parties; and (B) the certificates of analysis of such data indicate such test method or procedure was altered, unless another industry standard test method has been agreed to, in which event only such test method needs to be reflected in any such certificates of analysis.

(iv) A quality assurance system is in place for any laboratory facility involved. This system must be designed to aid in the deterrence, detection and correction of any incorrect data generated or communicated and must also assure the data generated meets the relevant industry standards for precision and bias as well as assuring the maintenance and calibration of measurement instruments.

(v) Testing and measurement personnel involved are trained in the necessary skills required for data generation and data management. This training must include: (A) initial and ongoing personnel training; (B) testing; and (C) standards to ensure that all such personnel possess the skills required by this subsection (v).

(vi) Seller may utilize a self-monitoring and assessment system to determine the extent to which Seller is complying with the requirements set forth above. This system must include a method for resolving problems found in the assessments, and must include plans and responsibilities for appropriate follow-up.

(b) BKRF acknowledges that it is familiar with American Petroleum Institute's Recommended Practice 1640, Product Quality in Light Product Storage and Handling Operations, First Edition, August 2013 ("API 1640"), providing guidance on the minimum equipment standards and operating procedures for the receipt, storage, blending and delivery of non-aviation light products, their blend components, and additives at distribution and intermediate storage, including related operations of pipeline, road and rail transport. BKRF certifies that it will have a plan in place to evaluate and implement the requirements of API 1640 to the extent applicable to the equipment, facilities and/or operations at the Project.

5.4 Independent Inspector. Vitol may request a quality inspection of the Product be performed by an Independent Inspector with tests specified by Vitol and consistent with those set out in Section 5.3. Such product quality inspections shall be performed no more frequently than four times per each 12-calendar month period during the Term. BKRF shall be responsible for the cost of all such quality inspections. Any Representatives of Vitol who are scheduled to attend any such inspection shall at all times and for all purposes be subject to the health and safety requirements and policies of BKRF for visitors to the Project.

5.5 Audits. Each Party shall permit the other Party and its duly authorized Representatives to have access to the laboratory test records and other documents maintained by the other Party or its subcontractors relating to any performance under this Agreement. Each Party shall keep and maintain in accordance with generally accepted accounting practices the complete books, invoices, and records relating to its performance hereunder for a period of at least five (5) years (or such longer period as may be required by Applicable Law) after the performance to which such books, invoices and records relate. Either Party has the right, upon reasonable notice during normal business hours, at its expense, to audit such books, invoices and records for the sole purpose of verifying compliance with the terms and conditions of this Agreement. Each Party shall have the right to reproduce documents reviewed during audit to be used for auditor work paper documentation; *provided, however*, all such documents reproduced and used by any Vitol or any Representative of Vitol shall be subject to the confidentiality provisions of Section 13.4. Neither Party will be liable for any of the other Party's or its subcontractors' costs resulting from an audit. This Section 5.5 shall survive expiration or earlier termination of this Agreement.

ARTICLE VI

PAYMENT

6.1 Invoicing and Payment.

(a) For each day during the Term, Vitol shall calculate and shall issue to BKRF invoices (each a "Daily Invoice") for amounts payable under this Agreement:

(i) by BKRF to Vitol, in an amount equal to the Feedstock Price *multiplied by* the quantity of Feedstock actually delivered to BKRF at the Feedstock Delivery Point and in respect of which title has transferred to BKRF on the subject day;

(ii) by Vitol to BKRF, in an amount equal to the Product Price *multiplied by* the quantity of Product (including any associated Renewable Attributes) and any Excluded Renewable Attributes re-sold by Vitol to Product Counterparties on the subject day; and

(iii) by Vitol to BKRF, in an amount equal to the Product Price *multiplied by* the quantity of Product (including any associated Renewable Attributes) and any Excluded Renewable Attributes purchased by Vitol for its own use and not for resale and actually delivered to Vitol on the subject day;

together with any other amounts owed between the Parties arising under this Agreement with respect to such day, unless such other amounts are designated by other provisions of this Agreement to be separately invoiced or payable on a basis other than daily. The Parties agree that (i) the payment due dates on the Daily Invoices shall correspond to the payment due dates of the Third Party purchases and sales used to calculate the applicable Feedstock, Products and / or Renewable Attributes prices, or if any such purchase and sale is to Vitol for its own use and not for resale under this Agreement, the payment due date will correspond to the date on which delivery of the Product and/or Renewable Attribute was delivered by BKRF to Vitol (provided that with respect to Feedstock, BKRF will not be obligated to pay Vitol until title to such Feedstock transfers from Vitol to BKRF); and (ii) amounts due and payable on a given day under Daily Invoices shall be paid by netting, with the Party owing the larger amount making net payment to the other Party. To the extent any payment for Product and/or Renewable Attributes from a Third Party is not made to Vitol on or prior to the due date therefore, such amount shall be an "Overdue Payment" and on a periodic basis Vitol may (x) net such Overdue Payments against the amounts payable by Vitol to BKRF hereunder (but if the Overdue Payment is later made by the Third Party, Vitol shall reimburse the amount of the Overdue Payment recovered to BKRF (together with any interest collected by Vitol from such Third Party on any Overdue Payment) as a credit against the amounts payable by BKRF to Vitol hereunder) and (y) to the extent not netted against the amounts payable by Vitol to BKRF hereunder, elect to have amounts of Overdue Payments accrue deemed interest at the Interest Rate set out in the RCF Agreement, which deemed interest may also be netted by Vitol against amounts owed by Vitol to BKRF hereunder. Overdue payments shall be treated for purposes of the Borrowing Base determination under the RCF Agreement in the manner set forth on Schedule 1.01(B) (*Borrowing Base*) of the RCF Agreement.

(b) Each Daily Invoice will have attached to it or set out in the body thereof information sufficient to confirm:

(i) the total quantity of Feedstock actually delivered to BKRF at the Feedstock Delivery Point on the subject day, and the Feedstock Price applicable thereto;

(ii) the total quantity of Product (including any associated Renewable Attributes) re-sold by Vitol to each Product Counterparty (identifying each such Product Counterparty by an alphabetic or numeric character) on the subject day, and the Product Price applicable thereto;

(iii) the total quantity of Renewable Attributes and Excluded Renewable Attributes re-sold by Vitol to each Product Counterparty (identifying each such Product Counterparty by an alphabetic or numeric character) separately from the Product on the subject day, and the Renewable Attribute Sale Price applicable thereto;

(iv) the total quantity of Product (including associated Renewable Attributes), Renewable Attributes and Excluded Renewable Attributes purchased on the subject day by Vitol for its own use and not for resale, and the Vitol Product Contract Price applicable thereto;

(v) any applicable adjustment to the Feedstock Contract Price pursuant to Section 3.7 for any Off-Specification Feedstock accepted by BKRF; and

(vi) any applicable adjustment to the Product Contract Price pursuant to Section 4.8 for any Off-Specification Product accepted by Vitol.

(c) Notwithstanding anything to the contrary in this Agreement, Vitol will not be required to make payment to BKRF in respect of any Un-resold Product and Un-resold Renewable Attributes; *provided* that the Un-resold Product and Un-resold Renewable Attributes delivered to Vitol will be resold on a "first-in-first-out" basis.

6.2 Portfolio Price Adjustment.

(a) Each Delivery Month during the Term, Vitol and BKRF will apply a Portfolio Price Adjustment with respect to the Feedstock and Product purchased and sold hereunder in accordance with the Inventory Adjustment Transaction Procedures set out in Schedule 6.2.

(b) Upon the expiration of this Agreement or in connection with determination of a Close-out Amount, if the Portfolio Price Position is positive, Vitol shall pay to BKRF an amount equal to the Portfolio Price Position or if the Portfolio Price Position is negative, BKRF shall pay to Vitol an amount equal to the absolute value of the Portfolio Price Position, and upon such payment the Portfolio Price Position shall be zero with no further obligation with respect thereto; *provided, however*, in determination of the Portfolio Price Position for a Close-out Amount, then such positive or absolute negative value will be included in the calculation of the Close-out Amount by the Performing Party.

6.3 Disputed Invoices. In the event BKRF in good faith disagrees with any Daily Invoice issued by Vitol, BKRF shall promptly, but not later than five (5) Business Days after its receipt of such Daily Invoice, notify Vitol of the reasons for and amounts in dispute. Promptly after resolution of any dispute, any overpayment shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments.

6.4 Interest. Amounts not paid by a Party to another Party when due under any provisions of this Agreement (including any payments of disputed amounts under Section 6.1(a) above that are required to be returned to the paying Party) shall bear interest at a per annum rate equal to the RCF Default Rate, whether or not a default exists under the RCF Agreement or the RCF Agreement remains in effect. Interest due under this provision shall be due and payable within ten (10) Business Days after delivery of an invoice for such interest.

6.5 Taxes. Subject to the immediately succeeding sentence, (a) any and all Taxes, Fees, and/or Other Similar Levies imposed or assessed by a Governmental Authority on or with respect to Feedstock prior to the Feedstock Delivery Point shall be borne by Vitol, (b) any and all Taxes, Fees, and/or Other Similar Levies imposed or assessed by a Governmental Authority on or with respect to Feedstock at and after the Feedstock Delivery Point shall be borne by BKRF, (c) any and all Taxes, Fees, and/or Other Similar Levies imposed or assessed by a Governmental Authority on or with respect to Product prior to the Product Delivery Point shall be borne by BKRF, and (d) any and all Taxes, Fees, and/or Other Similar Levies imposed or assessed by a Governmental Authority on or with respect to Product at and after the Product Delivery Point shall be borne by Vitol. Any Taxes, Fees, and/or Other Similar Levies, the taxable incident of which is the transfer of title or the delivery of the Product hereunder, or the receipt of payment therefor, regardless of the character, method of calculation or measure of the Taxes, Fees, and/or Other Similar Levies, shall be paid by the Party upon whom any such Taxes, Fees, and/or Other Similar Levies are imposed by Applicable Law. If a Party claims exemption from any of the aforesaid Taxes, Fees, and/or Other Similar Levies, then such Party, in lieu of payment of or reimbursement of such Taxes, Fees, and/or Other Similar Levies to the other Party, shall furnish the other Party with a properly completed and executed exemption certificate in the form prescribed by the appropriate Governmental Authority. Each Party shall promptly notify the other Party in writing of any change in the status of its exemption or registration. Each Party shall promptly furnish the other Party any renewal certificate as requested by such other Party. Notwithstanding anything contained herein to the contrary neither Party shall be responsible for Taxes, Fees, and/or Other Similar Levies which are or relate to the income, franchise, ad valorem, or similar taxes of the other Party and each Party agrees to defend, indemnify, and hold the other Party harmless from and against any such Taxes, Fees, and/or Other Similar Levies asserted by any Governmental Authority to be due and payable by the other Party.

6.6 Method of Payment. All payments shall be made by wire transfer of immediately available funds or by Automated Clearing House credit in U.S. Dollars by the Party owing any such amount under a Daily Invoice to the other Party at such address or depository as the owed Party may designate in writing.

ARTICLE VII

FEEDSTOCK AND PRODUCT DELIVERY AND STORAGE

7.1 Receipt and Delivery Capabilities. The Project shall have capabilities to receive Feedstock into the Project, and to deliver Product based upon the terms and conditions set out in the Storage Services Agreement.

7.2 Feedstock Delivery and Receipt. Vitol will deliver Feedstock to the Project site in rail cars or trucks for unloading of Feedstock. Once on site at the Project, BKRF shall be responsible (at its sole risk, cost and expense) for the unloading of Feedstock from the rail cars or trucks at the Feedstock Delivery Point and for movement of rail cars or trucks as required within the Project site for Feedstock receipt and for all other storage and handling of the Feedstock.

7.3 Product Delivery and Loading. Prior to delivery to Vitol, BKRF will make all Product available for inspection in the Product Certification Tanks for the purpose of determining whether such Product satisfies the Product Specifications. Following inspection, to the extent the Product is accepted by Vitol, (i) BKRF will deliver the Renewable Diesel to Vitol at the RD Delivery Point, at which point Vitol will take title to all such Renewable Diesel; (ii) BKRF will deliver the ULSD to Vitol at the ULSD Delivery Point, at which time Vitol will take title to all such ULSD (*provided* that if BKRF does not deliver ULSD in sufficient quantity for the Renewable Diesel moving into the RD Storage Tanks to satisfy the Product Specifications for renewable finished diesel, the corresponding quantity of Renewable Diesel delivered to Vitol at the RD Delivery Point will be deemed not to have satisfied the Product Specifications and to have been rejected by Vitol for purposes of Section 4.8), (iii) Vitol's Renewable Diesel and ULSD will be in-line blended as each is moved into the RD Storage Tanks, and (iv) BKRF will move the Naphtha to the Naphtha Storage Tanks to be held there until such time as the Naphtha is

delivered to Vitol in accordance with the terms of this Agreement. Subject to BKRF's obligations under the Storage Services Agreement, Vitol shall be responsible (at its sole risk and its cost and expense) for all (a) Renewable Diesel from and after the RD Delivery Point and (b) Naphtha upon delivery by BKRF at the Naphtha Delivery Point.

7.4 Alternate Handling. Feedstock and Product may also be received and delivered through alternative means to be mutually agreed to by the Parties on terms and conditions mutually agreed by the Parties (in each Party's sole and absolute discretion), which terms and conditions shall identify the Feedstock receipt point or Product delivery point for such alternative means.

7.5 RD Storage Tanks; Losses. In accordance with the Storage Services Agreement, BKRF will lease the RD Storage Tanks to Vitol and perform handling services for Vitol for Renewable Diesel in the RD Storage Tanks. In connection with any financing arrangement of Vitol, BKRF will acknowledge Vitol's ownership of Renewable Diesel in the RD Storage Tanks and Vitol's right to grant a security interest in such Renewable Diesel.

7.6 Annual Maintenance Schedule; Unscheduled Outages. On or before the date that is ninety (90) days prior to the first day of each calendar year during the Term, BKRF will provide Vitol with a schedule reflecting the scheduled maintenance at the Project and any other Scheduled Outages for the subject calendar year (the "Annual Maintenance Schedule"). BKRF will notify Vitol in writing of any changes to the Annual Maintenance Schedule at least thirty (30) days in advance of such changes taking effect. For any such change occurring less than thirty (30) days in advance of such change taking effect, BKRF must notify Vitol in writing of such change as soon as reasonably practicable. In addition, BKRF shall, as soon as practicable under the circumstances, notify Vitol orally of any Unscheduled Outage and shall then, within five (5) Business Days thereafter, provide written notice to Vitol, which notice will generally describe the nature of the Unscheduled Outage, the expected duration and any other pertinent information that will assist Vitol in planning as a result of the Unscheduled Outage.

ARTICLE VIII

UNCONTROLLABLE FORCE EVENT

8.1 Uncontrollable Force Event.

(a) As used in this Agreement, an "Uncontrollable Force Event" means any act, event, or circumstance that impairs performance under this Agreement to the extent the act, event, or circumstance is not reasonably within the control of, does not result from the fault or negligence of, and would not have been overcome by the exercise of reasonable diligence by, the Party claiming relief from the performance of its obligations under this Agreement as a result of the act, event, or circumstance, including, to the extent satisfying such conditions: material destruction of or damage to any portion of the Project or Project site; landslides; lightning; earthquakes; hurricanes; tornadoes; typhoons; severe weather; fires or explosions; floods; epidemic; pandemic; acts of a public enemy; acts or threats of terrorism; wars; blockades; riots; rebellions; sabotage; vandalism; insurrections; environmental contamination or damage; strike or labor disruption or civil disturbances (or governmental actions arising from any of the foregoing); breakage or accident to machinery, equipment, or lines of pipe, the necessity for making emergency repairs to or alterations of machinery, equipment, or lines of pipe or freezing of lines of pipe; delays to the completion of the Project resulting from events suffered by BKRF's contractors or subcontractors, but only to the extent that BKRF has agreed with such contractors or subcontractors that such events qualify for relief under the applicable contract with the contractors or subcontractors and such events would otherwise qualify for relief as an Uncontrollable Force Event under the provisions of this Section 8.1(a) as applied to such applicable contract; any government takings of property required by BKRF to operate the Project; any default by any provider of utility services for the Project; any accidents at, closing of, or restrictions upon the use of roads, rails, or other transportation mechanisms; and disruption or breakdown of, explosions or accidents to facilities, terminals, or machinery.

(b) Either Party shall have the right to (i) following written notice of the Uncontrollable Force Event, with details describing the act, event, or circumstance and its impact on performance under this Agreement to other Party, suspend its performance under this Agreement (other than the payment of money which shall not be subject to this Section 8.1), and shall not be liable for any suspension or failure of performance, to the extent the performance is impaired by an Uncontrollable Force Event so long as the Party claiming the Uncontrollable Force Event is using reasonable diligence to overcome the Uncontrollable Force Event and upon request provide reasonable updates to the other Party regarding the Uncontrollable Force Event and such diligence, and (ii) terminate this Agreement and the Storage Services Agreement while such Uncontrollable Force Event continues, if the Uncontrollable Force Event continues for three hundred sixty five (365) consecutive days or more and materially impairs performance under this Agreement and the Storage Services Agreement, taken as a whole, but any such termination shall not relieve either Party for breach or liability incurred prior to termination.

(c) The Party suffering the Uncontrollable Force Event shall provide written notice to the other Party of the cessation of any such Uncontrollable Force Event and of its ability to resume performance of its obligations hereunder.

8.2 Duty to Mitigate; No Extension of the Term. In the event that a Party is affected by an Uncontrollable Force Event, it shall use reasonable diligence to mitigate the effects of such Uncontrollable Force Event on the performance of its obligations hereunder. In addition, nothing in this Agreement may be construed as requiring either Party to settle any strikes or labor differences. Neither Party shall have a responsibility to make-up any quantities of Feedstock or Product, as applicable, that the applicable Party was not required to deliver, sell, or purchase, as the case may be, pursuant to Section 8.1, and the Term of this Agreement will not be extended due to the occurrence of an Uncontrollable Force Event.

ARTICLE IX

INDEMNIFICATION AND INTELLECTUAL PROPERTY MATTERS

9.1 Indemnities.

(a) To the fullest extent permitted by Applicable Law and subject to the provisions of Section 15.6, BKRF will indemnify, defend, and hold harmless Vitol from and against any and all Liabilities arising out of or in connection with (i) BKRF's transportation, handling, storage, refining or disposal of any Feedstock or Products and (ii) the ownership, possession, control, or use of (x) any Feedstock upon unloading from the applicable rail cars or trucks at the Feedstock Delivery Point, and (y) any Renewable Diesel prior to the RD Delivery Point, and (iii) BKRF's breach of its obligations hereunder or under the Storage Services Agreement; except to the extent such Liabilities result from Vitol's negligence or willful misconduct (or that of any one or more of its Representatives), or a breach of its obligations under this Agreement or the Storage Services Agreement.

(b) To the fullest extent permitted by Applicable Law and subject to the provisions of Section 15.6, Vitol will indemnify, defend, and hold harmless BKRF from and against any and all Liabilities arising out of or in connection with the ownership, possession, control, operation or use of any (i) Feedstock prior to the Feedstock Delivery Point, including Liabilities arising under any Third Party Feedstock Contract, (ii) subsequent to the removal of Product from the Project, including Liabilities arising under any Third Party Product Contract, and (iii) any Liabilities arising out of or resulting from the actions of Vitol or any of its Representatives while on the Site of the Project pursuant to any rights granted under the Storage Services Agreement or any of the other Transaction Documents; except to the extent such Liabilities result from BKRF's negligence or willful misconduct (or that if any one or more of its Representatives), or a breach of its obligations under this Agreement or the Storage Services Agreement.

(c) Upon receipt of notice of a claim by a Party from a Third Party that such Party hereto has Liabilities to such Third Party (a "Liabilities Claim") for which such Party (the "Indemnified Party") has a claim for indemnity by the other Party (the "Indemnifying Party")for such Liabilities arising under either of clauses (a) or (b) above, the Indemnified Party shall provide prompt notice of the Liabilities Claim to the Indemnifying Party, including within such notice the notice of the Liabilities Claim received and any other information pertinent to the Liabilities Claim. Subsequent to the receipt of notice from the Indemnified Party of the Liabilities Claim, the Indemnifying Party may assume and have sole control over the defense of the Liabilities Claim at its sole cost and expense and with its own counsel if it gives notice of its intention to do so to the Indemnified Party within ten (10) Business Days of the receipt of such notice from the Indemnified Party; *provided, however,* that, the Indemnifying Party's retention of counsel shall be subject to the written consent of the Indemnified Party if the retention of such counsel by the Indemnifying Party creates a conflict of interest under applicable standards of professional conduct, which consent shall not be unreasonably withheld, denied, conditioned or delayed. If within ten (10) Business Days after receiving written notice of the indemnification request (as such timing may be extended by the requirement of receiving any consent required from the Indemnified Party as set out in the immediately preceding sentence), the Indemnifying Party does not confirm to the Indemnified Party that it will defend the Indemnified Party from such Liabilities Claim, the Indemnified Party shall have the right to assume and control the defense of the Liabilities Claim, and all defense expenses incurred by it shall constitute an indemnification loss. If the Indemnifying Party defends the Indemnified Party from such Liabilities Claim, the Indemnified Party may retain separate counsel, at its sole cost and expense, to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Indemnifying Party may settle an asserted Liabilities Claim without the consent or agreement of the Indemnified Party, unless the settlement would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Party to comply with restrictions or limitations that adversely affect the Indemnified Party, would require the Indemnified Party to pay amounts that the Indemnifying Party does not fund in full, or would not result in the Indemnified Party's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement of any such Liabilities Claim.

9.2 Intellectual Property Matters. For purposes of this Section 9.2, "Intellectual Property Right" means any patent, copyright, trade dress, trademarks, industrial design rights or trade secret right of any Person, whether or not filed, perfected, registered or recorded, and whether now existing or hereinafter existing, filed, issued or acquired, including all renewals thereof. BKRF warrants and represents that the Product, when delivered, will be free from any valid claim of a Third Party for infringement or misappropriation of any Intellectual Property Right. Vitol warrants and represents that the Feedstock, when delivered, will be free from any valid claim of a Third Party for infringement or misappropriation of any Intellectual Property Right. Notwithstanding anything in Section 9.1(c) to the contrary, Seller shall defend at Seller's expense and indemnify and hold Buyer and Buyer's Affiliates harmless against any and all Liabilities Claim with respect to any alleged infringement or misappropriation of any Intellectual Property Rights of a Third Party resulting from the sale, use, possession or other disposition of any Product or Feedstock sold by Seller pursuant to this Agreement, but excluding any Liabilities to the extent arising from a particular use of such Feedstock or Product (including, for example, in a process or method), or any combination of such Feedstock or Product with other products or services, or any modification to the Feedstock or Product after delivered by Seller to Buyer. Seller shall promptly notify Buyer of any such Liabilities Claim, tender control of the defense or settlement thereof to Buyer, and reasonably cooperate with Buyer in the defense or settlement thereof. The indemnities set forth in this Section 9.2 shall include, without limitation, payment as incurred and when due of all penalties, awards, and judgments; all court and arbitration costs; attorney's fees and other reasonable out-of-pocket costs incurred in connection with such Liabilities Claim. Buyer or Buyer's Affiliate, as applicable, may, at its option, be represented by counsel of its own selection, at its own expense. Seller shall not consent to (a) an injunction against Buyer or Buyer's Affiliate's operations, (b) the payment of money damages by Buyer or any of Buyer's Affiliates (unless indemnified hereunder by Seller), (c) the granting of a license by Buyer, (d) the parting of anything of value by Buyer or a Buyer Affiliate with respect to resolution or settlement of any Liabilities Claim, or (e) the admission of any fault by Buyer or a Buyer Affiliate. Seller may, at its option in its sole discretion, elect (i) to replace the affected Feedstock or Product with a non-infringing replacement, provided such non-infringing replacement meets the applicable Feedstock Specifications or Product Specifications, (ii) obtain the necessary rights to allow continued use, or (iii) refund the purchase price to Buyer for the applicable Feedstock or Product (and, in the case of items (i) and (ii), Seller shall have no further indemnity obligation or liability for any use of the applicable Feedstock or Product after such election). Nothing in this Agreement shall be construed as granting to Vitol any right or interest in any Intellectual Property Rights of BKRF or BKRF's Affiliates, or any other Person. Nothing in this Agreement shall be construed as granting to BKRF any right or interest in any Intellectual Property Rights of Vitol, Vitol's Affiliates or any Feedstock Counterparty.

ARTICLE X

BKRF RCF REPRESENTATIONS, WARRANTIES, AND COVENANTS

10.1 RCF Representations. BKRF represents and warrants to Vitol that each of the representations and warranties made to the RCF Administrative Agent and the RCF Lenders pursuant to Article III of the RCF Agreement is true, accurate and complete, except and to the extent qualified by materiality in accordance with the terms thereof or as would otherwise not result in a Material Adverse Effect.

10.2 RCF Covenants. During the Term and at all times until BKRF's obligations hereunder have been paid in full, BKRF covenants and agrees to comply with the covenants set forth on Exhibit A hereto (the "RCF Covenants"); *provided, however*, BKRF's required compliance with the RCF Covenants shall continue and be effective only so long as Vitol is (i) both the RCF Administrative Agent and a lender under the RCF Agreement, (ii) a lender under the Term Credit Agreement, or (iii) to the extent clauses (i) and (ii) are not applicable, but as a result of being a party to this Agreement and the Intercreditor Agreement, a secured party (whosoever defined) under the Intercreditor Agreement; *provided, further*, in the event of any refinancing, amendment, modification, supplement or amendment and modification of the RCF Agreement or any replacement financing put in place by BKRF (each a "New Financing") pursuant to which the covenants applicable to BKRF in any such New Financing differ from the RCF Covenants (the "New Financing Covenants"), as long as Vitol is either a lender under any such New Financing or a party to any intercreditor agreement put in place in accordance with any such New Financing and is a secured party thereunder, such New Financing Covenants shall replace and supersede the RCF Covenants hereunder.

10.3 Vitol Insurance Coverages. Vitol shall procure and maintain in full force and effect throughout the Term of this Agreement inventory coverage on an "all risk" basis, including but not limited to flood, earthquake, windstorm, and tsunami, covering the loss, damage, destruction and/or theft of the Products owned by Vitol in such amount as Vitol shall, in its sole, but reasonable, discretion, determines is required for its inventory of the Products.

10.4 BKRF Insurance Coverages. BKRF shall procure and maintain in full force and effect throughout the Term of this Agreement the insurance coverages required under Schedule 5.06 (*Insurance Requirements*) to the Term Credit Agreement and Schedule 5.08 (*Insurance*) of the RCF Agreement; *provided, however*, to the extent there is any

inconsistency between the two referenced Schedules, Schedule 5.08 (*Insurance*) of the RCF Agreement shall control.

10.5 Additional BKRF Insurance Requirements.

(a) The foregoing policies in Section 10.4, in each case, shall include or provide that the underwriters waive all rights of subrogation against Vitol and the insurance is primary without contribution from Vitol's insurance. The foregoing policies in Section 10.4 shall, in each case, include Vitol as additional insured on liability policies to which the Term Administrative Agent and Term Loan Secured Parties under the Term Credit Agreement, as well as the RCF Administrative Agent and RCF Secured Parties under the RCF Agreement are also named as additional insureds.

(b) BKRF shall provide to Vitol all information and documentation relevant to the policies in Section 10.4 which BKRF is required to provide to the Term Administrative Agent under Schedule 5.06 (*Insurance Requirements*) of the Term Credit Agreement and to the RCF Administrative Agent under Schedule 5.08 (*Insurance*) of the RCF Agreement.

ARTICLE XI

DEFAULT AND REMEDIES

11.1 Events of Default. Notwithstanding any other provision of this Agreement, the occurrence of any of the following events or circumstances shall constitute an "Event of Default".

(a) a Party fails to pay any amount owed hereunder on the due date for such payment, and such amount (and any interest accrued thereon) remains unpaid for five (5) Business Days following receipt by such Party of written notice from the other Party of such failure to pay;

(b) (i) a Party defaults, in any material respect, in the performance or observance of any material term, covenant, or agreement contained in this Agreement (other than a default relating to any payment obligation or any default for which a sole and exclusive remedy is expressly provided for elsewhere in this Agreement or any default constituting a separate Event of Default under Section 11.2), and (ii) such default is not cured within thirty (30) days following receipt by the Defaulting Party of written notice of such default from the Performing Party or, if the Defaulting Party has commenced a cure and is diligently pursuing cure to completion, such period of time as reasonably needed by the Defaulting Party to complete such cure (not to exceed, in the aggregate, ninety (90) days (inclusive of the original thirty (30) day period)); *provided*, *however*, that if Vitol fails to deliver Feedstock as required under this Agreement during any Delivery Month, such failure shall be deemed cured to the extent Vitol pays applicable damages so long as Vitol has not been obligated to pay such damages with respect to more than three Delivery Months;

(c) an Event of Default (as defined in the Storage Services Agreement) with respect to a Party occurs and is continuing under the Storage Services Agreement (it being agreed that this Agreement and the Storage Services Agreement form one integrated agreement for the purposes of Section 365(a) of the Bankruptcy Code);

(d) (i) a Party commences any case, proceeding or any other action: (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debt; or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or a Party shall make a general assignment for the benefit of its creditors; or (ii) there is commenced against a Party any case, proceeding or other action of a nature referred to in the foregoing clause (d)(i) and such case, proceeding or other action is not dismissed within sixty (60) days of its filing; or (iii) a Party takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in the foregoing clause (d)(i) or (d)(ii); or

(e) with respect to each Party, any representation or warranty made by such Party in Section 15.15, and with respect to BKRF, any representation or warranty made by or on behalf of BKRF in Section 10.1 or in any report, certificate, financial statement or other document furnished pursuant to the RCF Covenants, shall prove to have been incorrect in any material respect (or, in the case of any such representation or warranty already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made; *provided* that such misrepresentation or such incorrect statement shall not constitute an Event of Default if (i) such condition or circumstance is not reasonably expected to result in a Material Adverse Effect with respect to such Party and (ii) the facts or conditions giving rise to such misstatement are cured in such a manner as to eliminate such misstatement (or as to cure the adverse effects of such misstatement) within thirty (30) days after obtaining notice of such Default; *provided, further* that, if (A) such Default is not reasonably susceptible to cure within such thirty (30) days, (B) such Party is proceeding with diligence and good faith to cure such Default and such Default is susceptible to cure and (C) the existence of such failure has not resulted in a Material Adverse Effect with respect to such Party, such thirty (30) day period shall be extended as may be necessary to cure such failure, such extended period not to exceed ninety (90) days in the aggregate (inclusive of the original thirty (30) day period).

11.2 Additional BKRF Events of Default. The occurrence of any of the following events or circumstances with respect to BKRF shall constitute an Event of Default of BKRF:

(a) BKRF shall fail to observe or perform (i) any covenant, condition or agreement contained in Section 1.5(a) of Exhibit A, Section 1.15 of Exhibit A, Section 1.26 of Exhibit A or in Section 2 of Exhibit A, (ii) any covenant, condition or agreement contained in Section 5.3(a) of Exhibit A or Section 5.8 of Exhibit A and such failure has continued unremedied for a period of ten (10) Business Days, or (iii) any covenant, condition or agreement contained in Section 1.1 of Exhibit A and such failure has continued unremedied for a period of thirty (30) days; *provided*, that any such Event of Default that occurs and is continuing solely as a result of a failure of BKRF to provide a notice, a report, a budget, a certificate, financial statements or a similar written deliverable pursuant to Sections 1.1 or 1.3 of Exhibit A (collectively a "Reporting Deliverable") prior to the expiration of the time period specified for the delivery of such Reporting Deliverable shall be deemed to be cured upon delivery of such Reporting Deliverable to Vitol within the applicable cure period set forth under this Section 11.2(a), if one is applicable, notwithstanding that the time period for delivery of such Reporting Deliverable shall have expired or passed under Sections 1.1 or 1.3 of Exhibit A.

(b) the occurrence of any of the following:

(i) the Interim Order at any time ceases to be in full force and effect, or shall be vacated, reversed or stayed or modified without Vitol's prior written consent;

(ii) the Final Order (A) at any time ceases to be in full force and effect, (B) shall be vacated, reversed or stayed or modified without Vitol's prior written, or (C) shall not have been entered by the Bankruptcy Court within thirty (30) days after the Petition Date; provided that such time period in clause (C) may be extended by mutual agreement between BKRF and Vitol;

(iii) any Milestone Condition shall remain unsatisfied or unwaived at the end of the corresponding Milestone Date or, having been satisfied, shall cease to be satisfied, as applicable;

(iv) dismissal of any of the Bankruptcy Cases or conversion of any of the Bankruptcy Cases to a Chapter 7 case (or the filing of any pleading by BKRF seeking, consenting to or otherwise supporting such action);

(v) appointment in any of the Bankruptcy Cases of a Chapter 11 trustee, a responsible officer or an examiner (other than a fee examiner) with enlarged powers (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) relating to the operation of the business of BKRF (or the filing of any pleading by BKRF seeking, consenting to or otherwise supporting such action);

(vi) subject to the Carve-Out, the Bankruptcy Court's granting in any of the Bankruptcy Cases, or the entering of an order that authorizes or approves, any Super-Priority Claim or any Lien (including any adequate protection lien) on the RCF Collateral or Prepetition RCF Collateral which is *pari passu* with or senior to the claims or Liens of the RCF Agents or the Prepetition RCF Agents (or the filing of any pleading by BKRF seeking, consenting to or otherwise supporting such action);

(vii) BKRF's "exclusive period" under Section 1121 of the Bankruptcy Code for the filing of a plan of reorganization terminates for any reason;

(viii) other than payments authorized by the Bankruptcy Court and which are set forth in the Approved Budget (A) in respect of accrued payroll and related expenses as of the commencement of the Bankruptcy Cases, (B) in respect of adequate protection payments set forth in this Agreement and any DIP Order and consented to by Vitol, or otherwise permitted under the terms of the Intercreditor Agreement, as applicable, and (C) in respect of certain critical vendors and other creditors, in each case to the extent authorized by one or more "first day" or other orders reasonably satisfactory to Vitol, BKRF shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition Indebtedness or payables (including without limitation, reclamation claims);

(ix) the Bankruptcy Court shall enter one or more orders during the pendency of the Bankruptcy Cases granting relief from the Automatic Stay (as defined in the RCF Agreement) to the holder or holders of any Lien to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on assets of BKRF that have an aggregate value in excess of $1,000,000 without Vitol's prior written consent;

(x) the Termination Date under and as defined in the RCF Agreement shall have occurred;

(xi) BKRF petitions the Bankruptcy Court to obtain additional financing *pari passu* or senior to the Liens securing the RCF Obligations without Vitol's consent (other than the Carve-Out);

(xii) (A) BKRF engages in or supports any challenge to the validity, perfection, priority, extent or enforceability of the RCF Loan Documents, the Prepetition RCF Loan Documents or the Liens on or security interest in the assets of the RCF Loan Parties securing the RCF Obligations or the Prepetition RCF Obligations, including without limitation seeking to equitably subordinate or avoid the liens securing the RCF Obligations or Prepetition RCF Obligations or (B) BKRF engages in or supports any investigation or assert any claims or causes of action (or directly or indirectly support assertion of the same) against Vitol; provided, however, that it shall not constitute an Event of Default if BKRF provides information with respect to the Prepetition RCF Credit Agreement to a party in interest or is compelled to provide information by an order of the Bankruptcy Court;

(xiii) after entry of the Final Order, the entry of any final order in the Bankruptcy Case charging any of the RCF Collateral, which is adverse to Vitol or its rights and remedies under the RCF Loan Documents in the Bankruptcy Case, or the occurrence of any claim or claims under Section 506(c) of the Bankruptcy Code against any of the RCF Collateral;

(xiv) the consummation of any sale or other Disposition (whether or not a Permitted Disposition (as defined in the RCF Agreement)) of all or a material portion of the RCF Collateral (other than in ordinary course of business that is contemplated by the Approved Budget) without Vitol's advance written consent, in each case if such sale or other Disposition does not indefeasibly satisfy the RCF Obligations in full in cash at the consummation of such Disposition, or BKRF proposes, supports, seeks to obtain Bankruptcy Court approval for or fails to contest in good faith the entry of such Disposition;

(xv) any Person shall obtain a judgment under Section 506(c) of the Bankruptcy Code, or a similar determination, with respect to the Prepetition RCF Obligations;

(xvi) the confirmation of a plan of reorganization or liquidation that does not provide for treatment acceptable to Vitol (*provided* that any plan of reorganization that provides treatment to Vitol as set forth in the Restructuring Support Agreement shall be acceptable to Vitol), or BKRF proposes or supports, or fails to contest in good faith, the confirmation of such a plan of reorganization or liquidation, unless such plan contemplates indefeasibly paying the RCF Obligations and the Prepetition RCF Obligations in full, in cash on the effective date of such plan;

(xvii) the entry of an order by the Bankruptcy Court in favor of the statutory committee of unsecured creditors (the "Creditors' Committee"), if any, appointed in the Bankruptcy Cases, any ad hoc committee, or any other party in interest, (i) sustaining an objection to claims of the RCF Agents or of Vitol, (ii) avoiding any liens held by the RCF Agents or by Vitol, (iii) sustaining an objection to claims of the Prepetition RCF Agents or of Vitol, or (iv) avoiding any liens held by the Prepetition RCF Agents or by Vitol except as otherwise agreed by the Vitol in writing;

(xviii) if (A) the Prepetition Intercreditor Agreement shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with its terms against BKRF, any party thereto or any holder of the liens subordinated thereby, or shall be repudiated by any of them, or be amended, modified or supplemented to cause the liens securing the obligations of the Prepetition Term Loan Creditors to be senior or *pari passu* in priority to the liens securing the Prepetition RCF Obligations without Vitol's consent, (B) BKRF takes any action inconsistent with the terms of the Prepetition Intercreditor Agreement (other than in connection with an Approved Plan), (C) any Person bound by the Prepetition Intercreditor Agreement takes any action inconsistent with the terms thereof or (D) any order of any court of competent jurisdiction is granted which is materially inconsistent with the terms of the Prepetition Intercreditor Agreement and is adverse to Vitol's interests;

(xix) reversal or modification of the DIP RCF Roll-Up Loans provided for hereunder by the Bankruptcy Court without Vitol's prior written consent;

(xx) the failure of BKRF to comply with the terms of the applicable DIP Order;

(xxi) BKRF shall contest the validity or enforceability of any DIP Order or deny that it has further liability thereunder;

(xxii) BKRF shall attempt to invalidate or otherwise impair the RCF Obligations or the liens granted to the RCF Lenders under the RCF Loan Documents;

(xxiii) BKRF's consensual use of prepetition Cash Collateral is terminated;

(xxiv) entry of a final order by the Bankruptcy Court terminating the use of Cash Collateral;

(c) there is entered against BKRF (i) a final judgment or order for the payment of money in an amount exceeding $15,000,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied or failed to acknowledge coverage), or (ii) a non-monetary final judgment or order that, either individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 60 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect;

(d) an ERISA Event (as defined in the RCF Agreement) occurs that has resulted or could reasonably be expected to result in liability of BKRF that could reasonably be expected to have a Material Adverse Effect;

(e) a Change of Control (as defined in the RCF Agreement) shall occur without Vitol's prior written consent, other than with respect to any Change of Control resulting from a credit bid sale pursuant to Section 363(k) of the Bankruptcy Code in accordance with an Approved Plan;

(f) the Intercreditor Agreement shall terminate, cease to be effective or cease to be legally valid, binding and enforceable against BKRF (other than in accordance with the express terms of the Intercreditor Agreement);

(g) (i) BKRF or any of its Affiliates shall fail to make any payment of any principal, interest or premium when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of (x) the Term Financing Documents or (y) any other Indebtedness (other than Indebtedness under the RCF Loan Documents) having an aggregate principal amount of more than $15,000,000; or (ii) BKRF or any of the other RCF Loan Parties shall fail to observe or perform any other agreement or condition relating to the Term Credit Agreement or any such other Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, in each case beyond the applicable grace period with respect thereto, if any, the effect of which default or other event is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; *provided*, that clause (g)(ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness; *provided, further*, that clause (g)(ii) shall not apply to any of the covenants, defaults or events of defaults under the Term Financing Documents listed on Schedule 7.01(o) (*DIP Term Loan Matters*) to the RCF Agreement;

(h) for any reason, including force majeure (as such term is used in the RCF Agreement), the Project is unable to sustain commercial operations for more than twenty-one (21) consecutive days during the Bankruptcy Cases, or for more than thirty-five (35) total days during the Bankruptcy Cases;

(i) an Event of Default (as defined in the RCF Agreement) results in the aggregate principal amount becoming due and payable under the RCF Agreement; or

(j) an Event of Default (as defined in the Term Credit Agreement) results in the aggregate principal amount becoming due and payable under the Term Credit Agreement;

(k) BKRF shall be in breach in any material respect of, or in default in any material respect under, the Management Services Agreement, dated as of August 29, 2024, by and between Entara LLC and BKRF (the "Entara Agreement") at a time when Entara LLC is otherwise not in breach of the Entara Agreement (other than any breach resulting from the RCF Loan Parties' entry into the Chapter 11 Cases (as defined in the RCF Agreement) or from any rejection of the Entara Agreement in connection with the Chapter 11 Cases); or

(l) (i) the termination of the Restructuring Support Agreement or the DIP CTCI Contract (each as defined in the RCF Agreement) shall occur or (ii) CTCI shall fail to make any payments required to be made under the DIP CTCI Contract in accordance with the terms of the DIP CTCI Contract and the DIP Orders (including any budget set forth therein).

11.3 Remedies Generally. Notwithstanding any other provision of this Agreement, upon the occurrence and continuance of an Event of Default with respect to a Party (such Party referred to as the "Defaulting Party"), and without incurring any Liabilities (including any costs arising from delay or otherwise) to the Defaulting Party, the other Party (the "Performing Party") may, in its sole discretion, do any or all of the following:

(a) suspend its performance under this Agreement, including any Feedstock or Product sale, purchase, receipt, delivery or payment obligations, upon written notice to the Defaulting Party;

(b) if BKRF is the Defaulting Party, call on and draw down upon the BKRF Credit Support to satisfy any and all payments due and amounts otherwise owing by BKRF under this Agreement and exercise any and all other rights and remedies available to Vitol under the terms of the BKRF Credit Support or available to a secured party under Applicable Law with respect to the BKRF Credit Support;

(c) terminate this Agreement upon no less than thirty (30) days written notice to the Defaulting Party; and

(d) exercise any rights and remedies provided or available to the Performing Party under this Agreement or at law or equity, but subject to any limitations on damages, remedies or Liabilities as are expressly set forth in this Agreement.

11.4 Termination Payment. If this Agreement is terminated pursuant to Section 11.3, the Performing Party shall determine in a commercially reasonable manner a termination payment equal to (a) *the sum* of (i) the greater of (x) the Close-out Amount determined by and owing to the Performing Party and (y) $0 *plus* (ii) the Unpaid Amounts owing to the Performing Party *less* (b) the Unpaid Amounts owing to the Defaulting Party ("Termination Payment"). The Performing Party shall provide, by notice to the Defaulting Party, its determination of the Termination Payment, together with reasonable supporting documentation. The Party owing the Termination Payment shall pay such Termination Payment to the other Party within ten (10) days after the Defaulting Party's receipt of such notice. If BKRF owes the Termination Payment to Vitol, if Vitol has not already done so, Vitol may call on and draw down upon the BKRF Credit Support and apply the proceeds to the payment of such Termination Payment (subject to Vitol's obligation to return to BKRF any surplus proceeds remaining after BKRF's payment obligations are satisfied in full).

11.5 Non-Exclusive Remedies. The Performing Party's rights under this Article XI are in addition to, and not in limitation or exclusion of, any other rights of setoff, recoupment, combination of accounts or other right which it may have, whether by agreement, operation of law or otherwise. No delay or failure on the part of the Performing Party to exercise any right or remedy shall constitute an abandonment of such right or remedy and the Performing Party shall be entitled to exercise such right or remedy at any time after an Event of Default has occurred and is continuing. The Defaulting Party shall reimburse the Performing Party for its actual and reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with the enforcement of, suing for or collecting any amounts payable by the Defaulting Party. The Defaulting Party shall indemnify and hold harmless the Performing Party for any Liabilities incurred by the Performing Party as a result of any Event of Default.

11.6 Safe Harbor Agreement. This Agreement is entitled to the rights, remedies, and protections afforded by and under, among other sections, sections 362(b)(6), 362(b)(17), 362(b)(27), 362(o), 546(e), 546(g), 546(j), 548(d), 553, 556, 560, 561 and 562 of the Bankruptcy Code, and any cash, securities or other property provided as credit support or collateral with respect to this Agreement shall constitute "margin payments" as defined in section 101(38) of the Bankruptcy Code and all payments for, under or in connection with the transactions contemplated hereby, shall constitute "settlement payments" as defined in section 101(51A) of the Bankruptcy Code.

ARTICLE XII

COMPLIANCE WITH APPLICABLE LAWS

12.1 Compliance with Applicable Laws. Feedstock supplied to BKRF pursuant to this Agreement shall be in full compliance with Applicable Laws. Product sold hereunder shall be produced and delivered in full compliance with all Applicable Laws. Further, each Party undertakes and covenants to the other Party that it shall comply in all material respects with all Applicable Laws, including all environmental laws, to which it may be subject in connection with the performance of any obligation or exercise of any rights under any this Agreement or in connection with any transaction contemplated by or undertaken pursuant to this Agreement.

12.2 Hazardous Warning Responsibilities. Vitol shall provide BKRF with a Material Safety Data Sheet ("MSDS") for all Feedstock delivered hereunder. BKRF shall provide Vitol with a MSDS for any Product delivered hereunder. Each Party acknowledges that it is aware of hazards or risks in handling or using such Feedstock or Product, as applicable. BKRF and Vitol shall maintain compliance with all safety and health related governmental requirements concerning such Feedstock and Product and shall take steps as are reasonable and practicable to inform their employees, agents, contractors and customers of any hazards or risks associated with such Feedstock and Product, including but not limited to, dissemination of pertinent information contained in the MSDSs, as appropriate.

ARTICLE XIII

BUSINESS ETHICS AND CONFIDENTIALITY

13.1 Reserved.

13.2 Accurate Records. The Parties acknowledge that all reports and billings rendered by one Party to the other Party under this Agreement shall properly reflect the facts of all activities and transactions handled and subject to the Feedstock Specifications and Terms, Product Specifications and Terms, Section 5.3 and Section 5.5, may be relied upon as being complete and accurate in any further recording or reporting made by the other Party for any purpose.

13.3 Notification. Each Party shall notify the other Party in writing promptly upon discovery of any failure to comply withSection 12.1 or upon either Party having reason to believe that any data supplied pursuant to Section 13.2 is no longer accurate and complete and in the latter event such Party shall then provide the other Party with the accurate and complete data in question.

13.4 Confidential Information. The Parties agree that all information, documentation, data and reports provided by either Party in the course of the performance of transactions and delivery of Feedstock or Product under this Agreement, but specifically excluding information on the quality of Feedstock or Product which is normally divulged in the marketing of such Feedstock or Product, shall constitute confidential information ("Confidential Information"). The Parties agree not to divulge Confidential Information to any outside source (including any Governmental Authority) unless:

(a) Prior written approval to divulge or use the Confidential Information has been received from the other Party, which approval shall not be unreasonably withheld or delayed; or

(b) the Confidential Information is determined to be part of the public knowledge or literature; or

(c) the Confidential Information was known by the other Party prior to its disclosure by the divulging Party, having become known by the other Party in a bona fide manner; or

(d) The Confidential Information is required by Applicable Law or stock exchange to be disclosed provided that the request for such disclosure is proper and the disclosure does not exceed that which is required.

13.5 Permitted Disclosure.

(a) Notwithstanding Section 13.4, each Party shall be permitted to disclose Confidential Information of the other Party to its Affiliates, and its and their respective employees, officers, directors, consultants, contractors, attorneys, accountants, financial advisors, and other representatives (collectively, "Representatives") who have a need to know such Confidential Information and who are either bound by the terms of a confidentiality agreement having terms similar to those set out herein or have agreed to be bound by the terms of this Agreement relative to Confidential Information disclosed to them. Each Party shall be responsible for any improper disclosure of any Confidential Information in violation of this Agreement by its Representatives.

(b) Notwithstanding Section 13.4(d), a Party receiving Confidential Information of the other Party may disclose such Confidential Information to the extent such receiving Party is required by Applicable Law to disclose such Confidential Information; *provided* that, such receiving Party provides to the other Party prompt written notice (to the extent legally permissible and time permits) of such requirement prior to such disclosure and reasonable assistance to the disclosing Party in obtaining an order protecting the information from public disclosure; *provided further, however*, the Party required to make the disclosure of Confidential Information shall not be in breach of its obligations under this Section 13.5(b) if, in the reasonable opinion of its legal counsel (which may be its in-house legal counsel), disclosure of the Confidential Information of the disclosing Party is required to be made by the receiving Party to avoid any penalty, fine or other consequence of non-disclosure notwithstanding whether or not the an order protecting the Confidential Information from public disclosure has been obtained or not at the time any such disclosure is required. The disclosing Party shall reimburse the receiving Party for its actual and reasonable costs and expenses incurred in rendering such assistance.

ARTICLE XIV

BKRF CREDIT SUPPORT

14.1 BKRF Credit Support. On the Effective Date, BKRF shall deliver Credit Support to Vitol in an amount equal to Five Million Dollars ($5,000,000.00) (the "BKRF Credit Support"). The BKRF Credit Support constitutes security for, but is not a limitation of liability for, BKRF's obligations and liabilities under this Agreement. BKRF shall maintain the BKRF Credit Support until the later of (i) the date of expiration or termination of this Agreement and (ii) such date as all accrued obligations of BKRF under this Agreement (other than contingent obligations with respect to which Vitol has not made a claim) have been satisfied in full.

14.2 Security Interest. To secure its obligations under this Agreement, BKRF hereby grants to Vitol, as the secured party, a first priority, present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash obtained by Vitol resulting from a draw on the BKRF Credit Support, and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Vitol, and BKRF agrees to take such action as Vitol reasonably requests in order to protect Vitol's first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof; *provided*, *however*, that Vitol may exercise its rights as a secured party (including the right of setoff granted pursuant to this sentence) against such cash collateral only upon the terms and conditions of this Agreement. If Vitol receives cash proceeds from a Letter of Credit pursuant to a drawing made in accordance with this Agreement, such cash collateral will constitute Credit Support for all purposes of this Agreement.

14.3 Drawing of Credit Support. If an Event of Default has occurred and is continuing, Vitol will be entitled to draw upon the BKRF Credit Support for any damages arising from (a) such Event of Default or (b) any prior Event of Default to the extent that damages arising therefrom have not yet been paid in full to Vitol. In the case of Credit Support in the form of a Letter of Credit, Vitol may draw the full amount of such Letter of Credit (i) within 20 Business Days before the expiration of such Letter of Credit if, as of such date, Vitol has not received replacement Credit Support meeting the requirements of this Agreement or notice from the issues of such Letter of Credit of its extension, and (ii) if Vitol has not received replacement Credit Support meeting the requirements of this Agreement within two (2) Business Days following the occurrence of a Letter of Credit Default in respect of such Letter of Credit, and, in each case, the proceeds of any such draw will constitute collateral provided to Vitol in the form of cash and will be deemed to constitute Credit Support provided by BKRF.

14.4 Release Upon Termination. If, upon the termination or expiration of this Agreement, there are outstanding any claims for which BKRF has or may have an obligation Vitol in accordance with the provisions of Section 9.1(a) hereof that (i) were validly made prior to such date against Credit Support then being released and of which BKRF has been notified of pursuant to Section 9.1(c), and (ii) in the case of any Credit Support being released because it is being replaced, are not fully secured by the replacement Credit Support, then, on such scheduled release date, (a) the amount of the applicable Credit Support will be deemed reduced to the amount of such outstanding claims, (b) such release date will be extended until the final resolution and (if applicable) full payment of such outstanding claims, and (c) the scope of such security will be reduced to secure only such outstanding claims. In the event of a reduction in the amount or scope of any Credit Support in accordance with clauses (a) or (c) of the immediately preceding sentence, there are no outstanding claims against BKRF, Vitol will promptly execute any documents and take any other actions reasonably requested by BKRF to effect or confirm such reduction in amount or scope, including by executing and delivering an amendment to such Credit Support, by exchanging such Credit Support or by other reasonable means.

14.5 Uniform Commercial Code Waiver. This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth in this Agreement, neither Party (a) has or will have any obligation to post Credit Support, pay deposits, make any other prepayments or provide any other financial assurances in any form whatsoever, nor (b) has or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of this Agreement. The Parties hereby waive all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines.

ARTICLE XV

MISCELLANEOUS

15.1 Assignment.

(a) No Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party;*provided, however*, that in compliance with Applicable Law (i) BKRF may assign this Agreement to an Affiliate of BKRF that owns the Project without Vitol's consent, (ii) BKRF may assign this Agreement to a Permitted Transferee that acquires the Project from BKRF without Vitol's consent, (iii) BKRF may collaterally assign this Agreement and its rights to receive payments hereunder from Vitol to any lender providing financing to BKRF for the Project and (iv) Vitol may assign this Agreement to an Affiliate of Vitol without BKRF's consent, subject to, in such case, if the creditworthiness of such Affiliate, independent of its affiliation with Vitol, is not the same or better than that of Vitol as of the Effective Date of this Agreement, such Affiliate will be required to provide credit support to BKRF on the effective date of such assignment in an amount and form reasonably acceptable to BKRF as support for the performance of such Affiliate's obligations under this Agreement and the Storage Services Agreement (including all transactions entered into or to be subsequently entered into thereunder); *provided further, however*, that contemporaneously with an assignment pursuant to clauses (i), (ii), and (iv) immediately above, (A) the assigning Party shall make a contemporaneous corresponding assignment of the Storage Services Agreement and (B) the assignee shall have assumed in writing all of the obligations of the assigning Party under this Agreement and the Storage Services Agreement as of the date of such assignment. For the avoidance of doubt, any assignment of this Agreement shall not constitute a novation of this Agreement unless expressly agreed by the Parties. Unless the Parties otherwise agree in writing and except for an assignment by BKRF to a Permitted Transferee, the assignor shall remain jointly and severally liable with the assignee for the full performance of the assignor's obligations under this Agreement. In the case of an assignment pursuant to clauses (i) and (ii) above, BKRF shall be released from its obligations under this Agreement which arise from and after the date of assignment. Notwithstanding anything set forth in this Agreement to the contrary, Vitol shall not be permitted to assign any of its rights or obligations under this Agreement to any Person unless (Y) any such assignment to such Person includes an assignment to such Person of all of Vitol's rights and obligations under the Storage Services Agreement, whether arising prior to, on or after the date of such assignment and (Z) such Person also agrees to be bound by and subject to the terms and conditions of the Intercreditor Agreement by delivering written confirmation thereof to each of the parties thereto.

(b) Reference is made to the Direct Agreement, dated as of June 25, 2024 (the "Direct Agreement"), among Vitol, BKRF, and Orion Energy Partners TP Agent, LLC, acting as Collateral Agent, which shall apply to this Agreement to the extent referenced in the Intercreditor Agreement.

15.2 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF NEW YORK.

15.3 Venue. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, NEW YORK COUNTY, NEW YORK OR THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, NEW YORK COUNTY, NEW YORK, AS APPLICABLE. EACH PARTY WAIVES (A) ANY OBJECTION IT MAY HAVE AT ANY TIME TO THE LAYING OF ANY SUIT, ACTION, OR OTHER PROCEEDINGS BROUGHT IN ANY SUCH COURT; (B) ANY DISPUTE THAT SUCH SUIT, ACTION, OR OTHER PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; AND (C) ANY RIGHT TO OBJECT, WITH RESPECT TO SUCH SUIT, ACTION, OR OTHER PROCEEDING, THAT THE COURT DOES NOT HAVE ANY JURISDICTION OVER THE PARTY; *PROVIDED* THAT THIS SECTION 15.3 DOES NOT PROHIBIT A PARTY FROM BRINGING AN ACTION TO ENFORCE A MONEY JUDGMENT IN ANY OTHER JURISDICTION.

15.4 Waiver of Jury Trial. THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THE PARTIES, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO ANY ORDER OR OTHER DOCUMENT PERTAINING TO ANY ORDER.

15.5 Waiver and Amendment. No waiver shall be deemed to have been made by any Party of any of its rights under this Agreement unless the waiver is in writing and is signed on its behalf by its authorized officer. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. To be binding, any amendment of this Agreement must be effected by an instrument in writing signed by the Parties.

15.6 Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS EXPRESSLY CONTEMPLATED BY THE TERMS HEREOF, INCLUDING EXPRESS DAMAGE PROVISIONS IN SECTIONS 2.2(C), 3.3, 3.4, 4.3, 4.4, AND 11.4 AND THE DEFINITION OF CLOSE-OUT AMOUNT AND CLOSE-OUT AMOUNT LOST MARGIN LD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE THAT SUCH OTHER PARTY MAY SUFFER. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE OR WHETHER OR NOT ARISING FROM STRICT LIABILITY. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 15.6 IS INTENDED ONLY TO LIMIT THEIR LIABILITY TO EACH OTHER AS TO THE FOREGOING, AND SHALL NOT BE CONSTRUED SO AS TO LIMIT THEIR LIABILITY TO THIRD PARTIES OR THEIR RIGHT TO SEEK INDEMNIFICATION FOR THIRD PARTY CLAIMS IN ACCORDANCE WITH ANY OTHER SECTION OF THIS AGREEMENT. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A PARTY, THE RESPONSIBLE PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE RESPONSIBLE PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL AND INCIDENTAL DAMAGES ONLY, SUCH DIRECT ACTUAL AND INCIDENTAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE OTHER PARTY AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES OR LOSS AND NOT A PENALTY.

15.7 Headings. The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

15.8 Notices. All notices, demands, instructions, waivers, consents or other communications that are required or may be given under this Agreement shall be in writing and

shall be deemed to have been duly given: (i) when received, if personally delivered; (ii) when transmitted, if transmitted by electronic or digital transmission method subject to the sender confirming receipt; *provided* that a notice given in accordance with this sentence but received on a day other than a Business Day or after business hours on a Business Day in the place of receipt will be deemed to be given on the next day that is a Business Day in that place. In each case, notice shall be sent to the following addresses:

If to BKRF, to:

Bakersfield Renewable Fuels, LLC
c/o Global Clean Energy Holdings, Inc.
6451 Rosedale Hwy
Bakersfield, CA 93308
Attention: General Counsel

If to Vitol, to:

Vitol Americas Corp.
2925 Richmond Ave., Suite 1100
Houston, TX 77098
Attn: Steve Barth
Email: szb@vitol.com

With copies to (which shall not constitute notice to Vitol):

Vitol Americas Corp.
2925 Richmond Ave., Suite 1100
Houston, TX 77098
Attn: General Counsel
Email: legalhouston@vitol.com

or to such other address as Vitol or BKRF shall have specified by notice in writing in the manner specified in this Section. For purposes of this Section 15.8, "business hours" shall mean the hours between 8:00 am Local Time and 5:00 pm Local Time on each day that is a Business Day of the recipient and "Local Time" shall mean the time applicable to the address of receipt set out herein, regardless of the method of delivery.

15.9 Entire Agreement. This Agreement, including the Schedules hereto, which are hereby incorporated by reference, sets forth the entire understanding and agreement between the Parties as to matters covered herein and supersedes any prior understanding, agreement or statement (written or oral) of intent between the Parties with respect to the subject matter hereof. In the event that there is a conflict between this Agreement and any Schedules hereto, the terms of this Agreement shall prevail.

15.10 No Partnership. Nothing contained in this Agreement shall constitute, or be construed to be, or create a partnership or joint venture between the Parties, or their respective Affiliates, successors and assigns, nor shall either Party be liable for any debts incurred on behalf of the other Party, or be able to bind the other Party.

15.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Electronic signatures shall have the same effect as originals.

15.12 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Party or any circumstance, is invalid or unenforceable, (a) a suitable, equitable and mutually agreeable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of such provision to the other Party or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

15.13 Third-Party Rights. This Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns and nothing herein express or implied shall give or be construed to give to any Person, other than the Parties hereto and such successors or assigns, any legal or equitable rights hereunder.

15.14 Press Releases. No press releases, media interviews, and any other public announcements relating to each Party's involvement in the Project or this Agreement will be made by either Party unless determined made jointly by the Parties and mutually agreed to by the Parties in writing. Notwithstanding Section 13.4, BKRF may disclose verbally to potential Project partners and contract counterparties, including potential contract farmers, seed brokers and other agricultural market intermediaries and service providers that Vitol has committed to purchase the Project's anticipated Product production and deliver the anticipated Feedstock needs to the Project.

15.15 Representations. Each Party represents and warrants to the other, as of the A&R Date (except that any representation or warranty which relates expressly to a later date shall be deemed made only as of such date), that,

(a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing, and has all company or corporate authority to execute this Agreement and any other related documentation that it is required by this Agreement to deliver and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance;

(b) this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms;

(c) execution, delivery and performance of this Agreement do not violate or conflict with any Applicable Laws in any material respect, any provision of its constitutional documents, order or judgment of any court or Governmental Authority or, in any material respect, any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);

(e) it is not relying upon any representations of any other Party other than those expressly set forth in this Agreement;

(f) is not bound by any agreement that would preclude or hinder its execution, delivery, or performance of its material obligations under this Agreement;

(g) neither it nor any of its Affiliates has been contacted by or negotiated with any finder, broker or other intermediary in connection with the sale of Product, Feedstock or other products hereunder, as applicable, who is entitled to any compensation with respect thereto;

(h) as of the Start Date, it shall have in place all Permits and all other approvals required by all Governmental Authorities necessary for it to perform its obligations under this Agreement, including, as applicable, any Permits required under the RFS2 Regulations and CARB LCFS Regulations;

(i) it is an "Eligible Contract Participant" as defined in Section 1a(12) of the Commodity Exchange Act, as amended; and

(j) it is a "forward contract merchant" in respect of this Agreement and this Agreement and each sale of Products and Feedstock hereunder, as applicable, constitutes a "forward contract," as such term is used in Section 556 of the Bankruptcy Code.

15.16 No Recourse. EACH PARTY SHALL LOOK ONLY TO THE OTHER PARTY FOR THE PERFORMANCE OF SUCH OTHER PARTY'S RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT, AND ALL LIABILITIES AND INDEMNITY OBLIGATIONS HEREUNDER SHALL BE WITH RECOURSE ONLY TO THE PARTIES THEMSELVES, AND NONE OF THE LENDERS, AFFILIATES OF A PARTY, OR THE EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, OR AGENTS OF ANY OF THEM, SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON UNDER OR PURSUANT TO THIS AGREEMENT.

(*signatures follow*)

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the A&R Date.

Bakersfield Renewable Fuels, LLC

By: /s/ Noah Verleun
Name: Noah Verleun
Title: President, CEO

Vitol Americas Corp.

By: /s/Richard J. Evans
Name: Richard J. Evan
Title: Senior Vice President and CFO

Signature Page to Supply and Offtake Agreement

Exhibit A

RCF Covenants

All capitalized terms used in this Exhibit A and not otherwise defined in this Agreement shall have the meanings given to such terms in the RCF Agreement.

SECTION 1. Affirmative Covenants.

1.1 Financial Statements; Reports.

(a) BKRF (i) will deliver to Vitol copies of each of the financial statements, reports, and other items set forth on Schedule 5.01 (*Reporting Requirements*) to the RCF Agreement no later than the times specified therein and (ii) agrees to maintain a system of accounting that enables BKRF to produce financial statements in accordance with GAAP; and

(b) BKRF will deliver to Vitol copies of each of the reports set forth on Schedule 5.01 (*Reporting Requirements*) to the RCF Agreement at the times specified therein.

1.2 Certificates; Other Information. BKRF will deliver to Vitol:

(a) concurrently with the delivery of all financial statements referred to in Section 1.1(a) of this Exhibit A, a duly completed certificate signed by a Responsible Officer of BKRF certifying as to whether a Default or Event of Default has occurred and, if a Default or Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports, registration statements and Parent filings so long as BKRF is a Subsidiary, that BKRF may file or be required to file with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, and not otherwise required to be delivered pursuant hereto;

(c) promptly after the furnishing thereof, copies of each periodic or other material report and each material notice delivered to the DIP Term Loan Creditors or Orion as Term Administrative Agent or by the DIP Term Loan Creditors or Orion as Term Administrative Agent under the Term Credit Agreement;

(d) promptly after receipt thereof by BKRF, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of BKRF or any other RCF Loan Party;

(e) promptly following request therefor, copies of any detailed audit reports, management letters or recommendations submitted to the board of directors (or the audit committee of the board of directors) of BKRF or any other RCF Loan Party by independent accountants in connection with the accounts or books of BKRF or any other RCF Loan Party, or any audit of any of them;

(f) (i) at least two (2) Business Days prior to filing (or, if not practicable, as soon as reasonably practicable), copies of all pleadings and motions (other than "first day" motions and proposed orders, but including the Approved Plan and any disclosure statement related thereto (which shall be provided as soon as practicable in advance of filing) to be filed by or on behalf of any RCF Loan Party with the Bankruptcy Court in the Bankruptcy Cases, which such pleadings shall include the RCF Agents as a notice party, and (ii) on a timely basis as specified in any DIP Order, copies of all notices required to be given to all parties specified in such DIP Order, in the manner specified therefor therein; and

(g) promptly following any request therefor, (i) such other information regarding the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of BKRF or any other RCF Loan Party, or compliance with the terms of the RCF Loan Documents, as Vitol may from time to time reasonably request; or (ii) information and documentation reasonably requested by Vitol for purposes of compliance with the applicable "know your customer" requirements under the PATRIOT Act or other applicable anti-money laundering laws.

Documents required to be delivered pursuant to Section 1.2(a) or Section 1.2(b) of this Exhibit A may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR); or (ii) on which such documents are posted on BKRF's behalf on an Internet or intranet website, if any, to which Vitol has access (whether a commercial, third-party website or whether sponsored by Vitol); (iii) on which such documents are delivered to Vitol pursuant to the RCF Agreement; *provided* that BKRF shall notify Vitol (by telecopier or electronic mail) of the posting of any such documents and provide to Vitol by electronic mail electronic versions (i.e., soft copies) of such documents. Vitol shall be solely responsible for timely accessing posted documents.

1.3 Notices. BKRF will promptly notify Vitol of:

(a) the occurrence of any Default or Event of Default;

(b) any force majeure claim, change order request, indemnity claim, dispute, breach or default under any of the Material Contracts, to the extent in any such case, such event could reasonably be expected to have a cost or impact to BKRF equal to or in excess of $2,000,000;

(c) details of any change of Applicable Law that would reasonably be expected to have a Material Adverse Effect (including material changes to the California Low Carbon Fuel Standard or the Federal Renewable Fuel Standard);

(d) any material notice or communication given to or received (i) from creditors of BKRF or any other RCF Loan Party generally or (ii) in connection with any Material Contract;

(e) notice received by it with respect to the cancellation of, adverse change in, or default under, any insurance policy required to be maintained in accordance with the terms of this Agreement;

(f) any material written amendment of any Material Contract, and correct and complete copies of any Material Contract executed after the Effective Date, in either case, within seven (7) days after execution thereof;

(g) the sale, lease, transfer or other Disposition of, in one transaction or a series of transactions, all or any part of its property in excess of $500,000 per individual Disposition or $1,000,000 in the aggregate per annum in the aggregate per annum for all such Dispositions;

(h) any Event of Loss (as defined in the RCF Agreement) with respect to all or any part of its property in excess of $500,000 per individual Event of Loss or $1,000,000 in the aggregate per annum for all such Events of Loss;

(i) the occurrence of a bankruptcy of any RCF Loan Party or Material Contract Counterparty;

(j) other than the Bankruptcy Cases, the filing or commencement of any action, suit, investigation or proceeding by or before any arbitrator or Governmental Authority against or affecting BKRF or any other RCF Loan Party that could reasonably be expected to be adversely determined, and, if so determined, could reasonably be expected to have a Material Adverse Effect;

(k) the occurrence of any ERISA Event (as defined in the RCF Agreement) that, either individually or together with any other ERISA Events, could reasonably be expected to have a Material Adverse Effect;

(l) notice of any Environmental Action or of any noncompliance by any RCF Loan Party or any of its Subsidiaries with any Environmental Law or any Environmental Permit that, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(m) any material change in accounting or financial reporting practices by BKRF or any Subsidiary;

(n) the occurrence of an Insolvency Proceeding or any other proceeding under any Debtor Relief Law (as defined in the RCF Agreement) of any RCF Loan Party;

(o) notice of any Condemnation (as defined in the RCF Agreement as in effect on the date hereof) by a Governmental Authority with respect to a material portion of the Project or the Site;

(p) any matter or development that has had or could reasonably be expected to have a Material Adverse Effect;

(q) any change in the information provided in any Beneficial Ownership Certification (as defined in the RCF Agreement) that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification; and

(r) (i) the intent of any RCF Loan Party to provide information with respect to the Prepetition RCF Loan Documents to a party in interest in the Bankruptcy Cases or (ii) the compulsion of any RCF Loan Party to provide such information by order of the Bankruptcy Court.

Each notice delivered under this Section 1.3 shall be accompanied by a statement of a Responsible Officer of BKRF setting forth the details of the occurrence requiring such notice and stating what action BKRF has taken and proposes to take with respect thereto. Each notice (and accompany statement) required by this Section 1.3 shall be deemed to have been delivered to Vitol hereunder if and when delivered to Vitol pursuant to the terms of the RCF Agreement.

1.4 Scheduled Calls and Meetings. BKRF shall arrange to have either (x) a telephonic conference call or (y) if requested by Vitol, an in-person meeting at the Site, in each case, with Vitol no earlier than fifteen (15) Business Days after the end of each calendar month, which shall be coordinated with Vitol during normal business hours upon reasonable prior notice to Vitol, to discuss the matters contained in the various financial statements and reports delivered pursuant to Section 1.1, including the status of BKRF and the affairs, finances and accounts of BKRF; *provided* that Vitol shall not request more than twelve (12) in-person meetings at the Site in any calendar year pursuant to this Section 1.4.

1.5 Preservation of Existence, Etc. BKRF will, and will cause each other RCF Loan Party to, (a) subject to any necessary order or authorization of the Bankruptcy Court approved by the RCF Agents, preserve, renew and maintain in full force and effect its legal existence and good standing under the Applicable Laws of the jurisdiction of its organization; (b) take all reasonable action to maintain all rights, licenses, permits, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

1.6 Governmental Authorizations. Except as could not be reasonably be expected to result in Material Adverse Effect and subject to any necessary order or authorization of the Bankruptcy Court, BKRF shall, and shall cause each other RCF Loan Party to: (a) obtain and maintain in full force and effect (or where appropriate, promptly renew in a timely manner), or cause to be obtained and maintained in full force and effect all Authorizations set forth on Schedule 3.03 (*Authorizations*) to the RCF Agreement (including all Environmental Permits) required under any Applicable Law for the Project and for BKRF's business and operations generally, in each case, at or before the time the relevant Authorization becomes necessary for such purposes, (b) obtain and maintain in full force and effect (or where appropriate, promptly renew in a timely manner), or cause to be obtained and maintained in full force and effect all Authorizations set forth required under any Applicable Law for BKRF's business and operations generally, in each case, at or before the time the relevant Authorization becomes necessary for such purposes and (c) preserve and maintain all other Authorizations required for the Project.

1.7 Maintenance of Properties. Subject to any necessary order or authorization of the Bankruptcy Court, BKRF will, and will cause each other RCF Loan Party to:

(a) maintain, preserve and protect all of its properties, including the Project, and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear and force majeure events excepted), and in accordance in all material respects with the requirements of the Material Contracts to which it is a party and in compliance, in all material respects, with Applicable Laws and Authorizations by Governmental Authorities and the terms of its insurance policies; and

(b) make all necessary repairs thereto and renewals and replacements thereof, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

1.8 Maintenance of Insurance.

(a) BKRF will, and will cause each other RCF Loan Party and its and their Subsidiaries to, maintain with financially sound and reputable insurance companies reasonably satisfactory to Vitol, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as specified on Schedule 5.08 (*Insurance*) of the RCF Agreement.

(b) Loss Proceeds (as defined in the RCF Agreement) of the insurance policies provided or obtained by or on behalf of the RCF Loan Parties in respect of RCF Priority Collateral shall be required to be paid by the respective insurers directly to the RCF Administrative Agent's Account for prepayment of the RCF Obligations pursuant to Section 2.03(e) (*Mandatory Prepayments*) of the RCF Agreement or, if all required prepayments have been made, to the Collection Account (as defined in the RCF Agreement). If any Loss Proceeds that are required under the preceding sentence to be paid to the RCF Administrative Agent's Account or Collection Account, as applicable, are received by the RCF Loan Parties or any other Person, such Loss Proceeds shall be received in trust for the RCF Collateral Agent, shall be segregated from other funds of the recipient, and shall be forthwith paid to the RCF Administrative Agent's Account or Collection Account, as applicable, in the same form as received (with any necessary endorsement).

1.9 [Reserved]

1.10 Payment of Obligations(i). Subject to any necessary order or authorization of the Bankruptcy Court and to the extent provided in the Approved Budget (subject to the Variance Limit), BKRF will, and will cause each other RCF Loan Party and its and their Subsidiaries to, pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities, including Tax liabilities, except (a) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by BKRF or such Subsidiary, (b) Taxes the nonpayment of which is excused, permitted or required by the Bankruptcy Code, or (c) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect. Each of the Pass-Through Loan Parties (as defined in the RCF Agreement) shall continue to be properly treated as a disregarded entity or a partnership for U.S. federal income tax purposes and no Pass-Through Loan Party shall file an election pursuant to Treasury Regulation Section 301.7701-3(c) to be treated as an association taxable as a corporation.

1.11 Compliance with Laws and Obligations. BKRF will, and will cause each other RCF Loan Party and its and their Subsidiaries to, comply with the requirements of all Applicable Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, including applicable Environmental Laws and occupational health and safety regulations, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect. BKRF shall, and shall cause each other RCF Loan Party to, comply with and perform its Contractual Obligations, and enforce against other parties their respective Contractual Obligations, under each Material Contract to which it is a party except to the extent any non-compliance or non-enforcement, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

1.12 Environmental Matters. Except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect, BKRF will, and will cause each other RCF Loan Party and its and their Subsidiaries to:

(a) keep any property either owned or operated by such RCF Loan Party or its Subsidiaries free of Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens, in each case;

(b) promptly notify Vitol of any Release of which BKRF has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by any RCF Loan Party or its Subsidiaries, or from or onto any other property, in each case that could reasonably be expected to result in a Material Adverse Effect, and take any Remedial Actions to the extent required by Environmental Law to abate said Release or otherwise to come into compliance, in all material respects, with applicable Environmental Law; and

(c) promptly, but in any event within five (5) Business Days of its receipt thereof, provide Vitol with written notice of any of the following, in each case, to the extent it could reasonably be expected to result in a Material Adverse Effect: (i) notice that an Environmental Lien has been filed against any of the real or personal property of any RCF Loan Party or its Subsidiaries, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against any RCF Loan Party or its Subsidiaries, (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority or (iv) the revocation, suspension or material adverse modification of any Environmental Permit.

1.13 Books and Records. BKRF will, and will cause each other RCF Loan Party and its and their Subsidiaries to, maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of BKRF or such Subsidiary, as the case may be, and maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over BKRF or such Subsidiary, as the case may be.

1.14 Inspection Rights. BKRF will:

(a) permit Vitol and each of its duly authorized representatives, independent contractors or agents to visit the Project (and any of its other properties) and inspect any of its assets or books and records, including, without limitation, the Refinery Feedstock Storage Tanks, Product Storage Tanks and associated infrastructure, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (*provided* an authorized representative of BKRF shall be allowed to be present) at such reasonable times and intervals as Vitol may designate and, so long as no Default or Event of Default has occurred and is continuing, with at least three (3) Business Days' prior notice to BKRF and during regular business hours (subject, in any event, to reasonable requirements of safety and confidentiality, including requirements imposed by Applicable Law or by contract, *provided* BKRF will use reasonable efforts to obtain relief from any contractual confidentiality restrictions that prohibit Vitol from obtaining information);

(b) permit Vitol and its duly authorized independent inspectors to be present at any or all volume determinations conducted by BKRF; and

(c) permit Vitol and each of its duly authorized representatives or agents to conduct field examinations, appraisals and valuations at such reasonable times and intervals as Vitol may designate;

provided, that, as long as no Event of Default has occurred and is continuing, any such visits by officers and designated representatives of Vitol shall not occur more frequently than two times per year at the cost of BKRF (or more frequently at the cost of Vitol).

1.15 Use of Proceeds. BKRF will use the proceeds of transactions entered into under this Agreement and the Storage Services Agreement only for payment of (a) postpetition working capital needs of the RCF Loan Parties; (b) interest and fees under the RCF Agreement; (c) interest and fees payable under the Prepetition RCF Credit Agreement; (d) adequate protection payments to the Prepetition RCF Secured Parties, including Vitol as lender under the Prepetition Term Loan Credit Agreement, and including fees payable under the Prepetition RCF Credit Agreement and Prepetition Term Loan Credit Agreement; (e) funding the Carve-Out and the reasonable and documented expenses and professional fees for (i) the RCF Administrative Agent and the RCF Collateral Agent, (ii) the Prepetition RCF Administrative Agent and the Prepetition RCF Collateral Agent, and (iii) the Prepetition RCF Lenders; and (iv) the allowed administrative costs and expenses of the Bankruptcy Cases, in each case, solely in accordance with the DIP Budget (subject to the Variance Limit) and the DIP Orders. BKRF will not use the proceeds of the transactions entered into under this Agreement and the Storage Services Agreement to fund costs contemplated to be funded by CTCI under the DIP CTCI Contract unless and until CTCI has funded $75 million of costs under the DIP CTCI Contract, with the sole exception of costs associated with BKRF's purchase of Feedstock from Vitol under this Agreement.

1.16 Security. BKRF shall, and shall cause each other RCF Loan Party to, preserve and maintain the security interests granted under the RCF Security Documents and undertake all actions which are necessary or appropriate to: (a) maintain the RCF Collateral Agent's Lien in the RCF Collateral in full force and effect at all times, (b) subject to Permitted Liens (as defined in the RCF Agreement), preserve and protect the RCF Collateral and protect and enforce BKRF's and the other RCF Loan Parties' rights and title and the rights of the RCF Collateral Agent and of Vitol to the RCF Collateral, including by making or delivery of motions, pleadings, filings and recordations and supplemental documents, and by the payment of fees and other charges, and (c) ensure that all RCF Obligations, whether with respect to RCF Loans, DIP RCF Roll-Up Loans or otherwise, shall at all times have the Lien priorities described in Exhibit F-1 to the RCF Agreement and claims priorities described in Exhibit F-2 to the RCF Agreement, as applicable; provided that, notwithstanding anything to the contrary in this Section 1.16, the Liens securing the RCF Obligations in favor of the RCF Collateral Agent on behalf of and for the benefit of the RCF Secured Parties in all of the RCF Collateral shall not be subject or subordinate to (i) any Lien that is avoided and preserved for the benefit of the RCF Loan Parties and their estates under Section 551 of the Bankruptcy Code, (ii) any Liens arising after the Petition Date including, without limitation, any Liens granted in favor of any Governmental Authority for any liability of the RCF Loan Parties, or (iii) any intercompany or Affiliate Liens of the RCF Loan Parties.

1.17 (i) Sanctions; Anti-Corruption Laws. BKRF will, and will cause each other RCF Loan Party to, maintain in effect policies and procedures designed to promote compliance by BKRF, its Subsidiaries, and their respective directors, officers, employees, and agents with applicable Sanctions and with the FCPA and any other applicable Anti-Corruption Laws.

1.18 Additional Beneficial Ownership Certification. At least five (5) days prior to any Person becoming a RCF Loan Party, if requested by Vitol, BKRF shall cause any such Person that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (as defined in the RCF Agreement) and has not previously delivered a Beneficial Ownership Certification (as defined in the RCF Agreement) to deliver a Beneficial Ownership Certification to Vitol.

1.19 [Reserved].

1.20 Further Assurances. BKRF will, and will cause each other RCF Loan Party to, at any time upon the reasonable request of Vitol, execute or deliver to Vitol any and all financing statements, fixture filings, security agreements, pledges, assignments, mortgages, deeds of trust, opinions of counsel, and all other documents (the "Additional Documents") that Vitol may reasonably request in form and substance reasonably satisfactory to Vitol, to create, perfect, and continue perfected or to better perfect the RCF Collateral Agent's Liens (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal), and in order to fully consummate all of the transactions contemplated hereby and under the other RCF Documents. BKRF shall take such actions as Vitol may reasonably request from time to time to ensure that the RCF Obligations are guaranteed by the Guarantors (as defined in the RCF Agreement) and are secured by the RCF Collateral.

1.21 Security in Newly Acquired Property and Revenues. Without limiting any other provision of any RCF Document, if BKRF or any other RCF Loan Party shall at any time

(a) acquire any interest in a single item of property (other than any Excluded Property) with a value of at least $250,000 or any interest (other than any Excluded Property) in revenues that could aggregate during the term of the agreement under which such receivables arise to over $250,000; or (b) acquire interests in property (other than any Excluded Property) in a single transaction or series of transactions not otherwise subject to the Lien created by the RCF Security Documents having a value of at least $250,000 in the aggregate, in each case not otherwise subject to a Lien pursuant to, and in accordance with, the RCF Security Documents, promptly upon such acquisition, BKRF shall or shall cause such other RCF Loan Party to execute, deliver and record a supplement to the RCF Security Documents or other documents, subjecting such interest to the Lien created by the RCF Security Documents.

1.22 Material Contract. BKRF shall, and shall cause each other RCF Loan Party to (i) duly and punctually perform and observe all of its covenants and obligations contained in each Material Contract to which it is a party, except to the extent any non-performance or non-observance, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (ii) take all commercially reasonable action to prevent the termination or cancellation of any Material Contract in accordance with the terms of such Material Contract or otherwise (except for the expiration of any Material Contract in accordance with its terms in the ordinary course and not as a result of a breach or default thereunder), except to the extent any such termination or cancellation, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect and (iii) enforce against the relevant Material Contract Counterparty each covenant or obligation of such Material Contract, as applicable, in accordance with its terms, except to the extent any non-enforcement, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

1.23 Designated Account. BKRF shall at all times maintain the Designated Account (as defined in the RCF Agreement) and any other account permitted herein in accordance with this Agreement and the other RCF Documents. BKRF shall not, and shall not permit any other RCF Loan Party to, maintain any securities accounts or bank accounts other than the Collateral Accounts (as defined in the Term Credit Agreement) and the Designated Account.

1.24 Designated Account Report. BKRF shall provide to Vitol, within three (3) business days of the end of each calendar month, in electronic format, an itemized summary of all withdrawals from the Designated Account made during such calendar month.

1.25 Intellectual Property. BKRF shall, and shall cause each other RCF Loan Party to, own, or be licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property necessary for the Project and its businesses (as applicable), in each case, as to which the failure of BKRF or such other RCF Loan Party to so own or be licensed could reasonably be expected to have a Material Adverse Effect, and the use thereof by BKRF or such other RCF Loan Party does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

1.26 Budget. BKRF shall, contemporaneously with each such submission, submit to Vitol copies of (i) each Proposed Budget and each Variance Report that is submitted to the RCF Administrative Agent pursuant to Section 5.26 (*Budget*) of the RCF Agreement and (ii) copies of each Approved Budget promptly upon its approval.

1.27 RCF Collateral Administration.

(a) Borrowing Base Certificates. BKRF shall deliver to Vitol copies of each Borrowing Base Certificate as and when required to be delivered to the RCF Administrative Agent pursuant to Section 2.12 (*Weekly Determinations; Borrowing Base Certification*) of the RCF Agreement, and shall notify Vitol of any adjustment to the Borrowing Base Certificate made by the RCF Administrative Agent pursuant to Section 5.27 (*DIP RCF Collateral Administration*) of the RCF Agreement.

(b) Accounts. BKRF will maintain and administer the Accounts (as defined in the RCF Agreement) in accordance with Section 5.27 (*DIP RCF Collateral Administration*) of the RCF Agreement.

(c) Cash Collateral. All cash and cash equivalents of BKRF, whenever or wherever acquired, and the proceeds of all collateral pledged to the RCF Collateral Agent, constitute cash collateral, as contemplated by Section 363 of the Bankruptcy Code ("Cash Collateral"). Cash Collateral may by used for the uses for which proceeds of Loans may be used.

1.28 [Reserved]

1.29 Delivery of Proposed DIP Orders. BKRF will deliver to Vitol, as soon as practicable in advance of filing with the Bankruptcy Court, (a) the pleadings in respect of the RCF Loan Documents, including the motion, any declarations, any responsive pleadings, and the proposed DIP Orders (which must be in form and substance satisfactory to Vitol) and (b) the Approved Plan and the proposed Disclosure Statement related to such Approved Plan.

1.30 Additional Guarantors; Grantors and RCF Collateral. BKRF shall deliver to Vitol copies of each Joinder Agreement, Security Document, other RCF Loan Document (or joinder thereto), documentation of the applicable entities' authority to execute, deliver and perform the same and additional closing documents and certificates, in each case, as and when required to be delivered to the RCF Administrative Agent pursuant to Section 5.30 (*Additional Guarantors, Grantors and DIP RCF Collateral*) of the RCF Agreement.

SECTION 2. Negative Covenants.

2.1 Indebtedness. BKRF will not, nor will it permit any of the other RCF Loan Parties or their Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness (as defined in the RCF Agreement), except for Permitted Indebtedness (as defined in the RCF Agreement). In addition, on and after the Closing Date, none of the RCF Loan Parties shall incur (i) any intercompany Indebtedness or similar obligations owing to any Affiliate or (ii) any Indebtedness for borrowed money, in either case, other than (A) such amounts that are in compliance with the DIP Budget, (B) Indebtedness incurred under the RCF Agreement, or (C) Indebtedness incurred under the Term Loan Credit Agreement or the DIP CTCI Contract.

2.2 Liens. BKRF will not, and will not permit any of the other RCF Loan Parties or their Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than Permitted Liens (as defined in the RCF Agreement).

2.3 Fundamental Changes. BKRF will not, and will not permit any of the other RCF Loan Parties or their Subsidiaries to, (i) merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in

favor of any Person or (ii) make or agree to make any amendment to its Organizational Documents (as defined in the RCF Agreement) to the extent that such amendment could reasonably be expected to be materially adverse to the interests of Vitol, except that, so long as no Default exists or would result therefrom:

(a) any RCF Loan Party may merge with a RCF Loan Party, *provided*, that (i) BKRF must be the surviving entity of any such merger to which it is a party, (ii) no merger may occur between a RCF Loan Party and a Subsidiary of such RCF Loan Party that is not a RCF Loan Party unless such RCF Loan Party is the surviving entity of any such merger, and (iii) no merger may occur between Subsidiaries of any RCF Loan Party that are not RCF Loan Parties;

(b) the RCF Loan Parties and their Subsidiaries may make Dispositions permitted by Section 6.04 (*Dispositions*) of the RCF Agreement;

(c) any Investment permitted by Section 6.06 (*Investments; Subsidiaries*) of the RCF Agreement may be structured as a merger, consolidation or amalgamation; and

(d) BKRF may cause (i) the liquidation or dissolution of non-operating Subsidiaries of BKRF with nominal assets and nominal liabilities, (ii) the liquidation or dissolution of a RCF Loan Party (other than BKRF) or any of its Wholly-Owned Subsidiaries so long as all of the assets (including any interest in any Equity Interests) of such liquidating or dissolving RCF Loan Party or Subsidiary are transferred to a RCF Loan Party that is not liquidating or dissolving, or (iii) the liquidation or dissolution of a Subsidiary of BKRF that is not a RCF Loan Party so long as all of the assets of such liquidating or dissolving Subsidiary are transferred to a Subsidiary of BKRF that is not liquidating or dissolving.

2.4 Dispositions and Acquisitions. BKRF will not, and will not permit any of the other RCF Loan Parties or their Subsidiaries to:

(a) make any Disposition or enter into any agreement to make any Disposition, except for Permitted Dispositions (as defined in the RCF Agreement); and

(b) with respect to any RCF Loan Party, purchase, acquire or lease (as lessee) any assets other than: (i) the purchase or lease of assets reasonably required under the Material Contracts to which it is a party, (ii) the purchase or lease of assets reasonably required in connection with the restoration of the Project in accordance with the RCF Agreement and the Term Loan Credit Agreement, (iii) any capital expenditures or other investments in assets necessary or useful for the business of the Project from the proceeds of any Disposition to the extent permitted hereunder, (iv) the purchase or lease of assets otherwise permitted by the Material Contracts to which it is a party that do not in the aggregate exceed the amount budgeted for such purchases or leases in the Approved Budget;

provided, that notwithstanding the foregoing or anything else contained in this Agreement or the RCF Agreement to the contrary, on and after the Closing Date, no RCF Loan Party shall (i) acquire any property or dispose of all or any part of the property owned by such RCF Loan Party or (ii) reinvest all or any portion of the net proceeds of any such disposition, in each case, except in compliance with the Approved Budget or as expressly approved in writing by the RCF Administrative Agent.

2.5 Restricted Payments. BKRF will not, nor will it permit any other RCF Loan Party or its or their Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, other than Restricted Payments by an RCF Loan Party.

2.6 Investments; Subsidiaries.

(a) BKRF will not, and will not permit any other RCF Loan Party and its Subsidiaries to, make any Investments, except for Permitted Investments (as defined in the RCF Agreement). In addition, on and after the Closing Date, no RCF Loan Party shall make any Investments except in compliance with the DIP Budget.

(b) BKRF will not, and will not permit any other RCF Loan Party to (i) form or have any Subsidiary other than the RCF Loan Parties or (ii) subject to the foregoingSection 2.6(a) of this Exhibit A, own, or otherwise Control any Equity Interests in, any other Person.

2.7 Principal Place of Business; Business Activities.

(a) BKRF will not, and will not permit any other RCF Loan Party to, change its principal place of business from the State of California or maintain any place of business outside of the State of California respectively unless it has given at least thirty (30) days' prior notice thereof to Vitol, and each RCF Loan Party has taken all steps then required pursuant to the RCF Security Documents to ensure the maintenance and perfection of the security interests created or purported to be created thereby. BKRF shall, and shall cause each other RCF Loan Party to, maintain at its principal place of business originals or copies of its principal books and records.

(b) BKRF shall not conduct any activities other than those related to the Project or the transactions contemplated hereby or by the Storage Services Agreement, the RCF Agreement, the Term Credit Agreement and by the other Loan Documents and Term Financing Documents and any activities incidental to the foregoing.

2.8 Transactions with Affiliates. BKRF will not, nor will it permit any other RCF Loan Party or any of its or their Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any Affiliate of Parent, BKRF or any of their respective Subsidiaries without the prior written consent of Vitol (such consent not to be unreasonably withheld, conditioned or delayed) (other than in each case any transaction with or among Parent or any of its Subsidiaries which are RCF Loan Parties), *provided* that the foregoing restriction shall not apply to (a) Restricted Payments permitted by Section 2.5 of this Exhibit A, (b) transactions set forth on Schedule 3.27 (*Agreements with Affiliates*) of the RCF Agreement, (c) Investments permitted by Section 2.6 of this Exhibit A, (d) equity contributions from one or more parent companies of Holdings made to one or more RCF Loan Parties or (e) transactions in the ordinary course of such RCF Loan Party's (and such Affiliate's) business and upon fair and reasonable terms no less favorable to such RCF Loan Party than it would obtain in comparable arm's length transactions with a Person acting in good faith which is not an Affiliate; provided that, for the avoidance of doubt, the foregoing shall not restrict any RCF Loan Party or its Subsidiaries from complying with the terms of the Interim Order or the Final Order.

2.9 Certain Restrictive Agreements. BKRF will not, nor will it permit any other RCF Loan Party and its or their Subsidiaries to, enter into any Contractual Obligation (other than this Agreement, the Storage Services Agreement and any Loan Document, the DIP CTCI Contract and, subject to the terms of the Intercreditor Agreement, the Term Credit Agreement and the other Term Financing Documents) that, directly or indirectly, (a) limits the ability of (i) any Subsidiary to make Restricted Payments to BKRF or to otherwise transfer property to BKRF, (ii) any Subsidiary to guarantee Indebtedness of BKRF or (iii) BKRF to create, incur, assume or suffer to exist Liens on property of such Person to secure the RCF Obligations; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person, except as permitted by Section 2.2 of this Exhibit A.

2.10 Changes in Fiscal Periods. BKRF will not, nor will it permit any other RCF Loan Party or any of its or their Subsidiaries to, modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

2.11 Restrictions on Material Project Documents. BKRF will not, nor will it permit any of the other RCF Loan Parties to:

(a) without the prior written consent of Vitol (and, if requested by Vitol, in consultation with the Independent Engineer), directly or indirectly amend, modify, supplement or grant a consent, approval or waiver under, or permit or consent to the amendment, modification, supplement, consent, approval or waiver of any provision of any Material Contract (each such amendment, modification, supplement, consent, approval or waiver, a "Project Document Modification"), except any Project Document Modification which, taken as a whole (and together with each other contemporaneous Project Document Modification), could not reasonably be expected to be materially adverse to BKRF or the other RCF Loan Parties;

(b) directly or indirectly transfer, terminate, cancel or permit or consent to the transfer, termination or cancellation of any Material Contract (including by exercising any contractual option to terminate, or failing to exercise any contractual option to extend) except to the extent that (x) such transfer, termination or cancellation could not reasonably be expected to have a Material Adverse Effect or (y) such Material Contract is replaced by a Replacement Project Document within ninety (90) days of such transfer, termination or cancellation;

(c) amend any DIP Order, as the case may be, in a manner adverse to Vitol, without Vitol's prior written consent; or

(d) permit the Final Order to differ from the Interim Order, respectively, in a manner adverse to Vitol, without Vitol's prior written consent.

Notwithstanding the foregoing, nothing in this Section 2.11 shall restrict any RCF Loan Party or its Subsidiaries from complying with the terms of the Interim Order or the Final Order, or taking actions contemplated by the Approved Budget.

2.12 Guarantees. BKRF shall not, and shall not permit any other RCF Loan Party to, assume, guarantee, endorse, contingently agree to purchase or otherwise become liable for Indebtedness or obligations of any Person except as otherwise permitted under the terms of the Loan Documents.

2.13 Hazardous Materials. BKRF will not, and will not permit any other RCF Loan Party to, cause any Releases of Hazardous Materials at, on or under the Project or Site except to the extent such Release (a) is otherwise in compliance in all material respects with all Applicable Laws, including Environmental Laws, and applicable insurance policies or (b) could not otherwise reasonably be expected to have a Material Adverse Effect.

2.14 Restriction on Use of Proceeds. BKRF will not use the proceeds of any Credit Extension (as defined in the RCF Agreement), whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock (as defined in the RCF Agreement), or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose.

2.15 Sanctions; Anti-Corruption Use of Proceeds. BKRF will not, and will not permit any other RCF Loan Party to, directly or indirectly, use the proceeds of the RCF Loans or the transactions under this Agreement or the Storage Services Agreement, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, in violation of the FCPA or any other applicable Anti-Corruption Law, or (ii) (A) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions in violation of such Sanctions, or (B) in any other manner that would result in a violation of Sanctions by Vitol.

2.16 No Speculative Transactions. BKRF will not, and will not permit any other RCF Loan Party to enter into any Swap Contract, foreign currency trading or other speculative transactions.

2.17 Change of Auditors. BKRF will not, and will not permit any other RCF Loan Party to, without Vitol's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), change its Independent Auditor (as defined in the RCF Agreement).

2.18 Variance Test. As of any Bi-Weekly Variance Testing Date, for the Bi-Weekly Variance Testing Period ending on the Friday preceding such Bi-Weekly Variance Testing Date, BKRF will not, and will not permit any other RCF Loan Party to, allow aggregate disbursements, excluding disbursements with respect to professional fees and G&A Disbursements, to be greater than 115% of the estimated aggregate disbursements in the Approved Budget for such Bi-Weekly Variance Testing Period (collectively, the "Variance Limit"). Additional variances, if any, from the Approved Budget, and any proposed changes to the Approved Budget, shall be subject to Vitol's reasonable approval.

2.19 Collateral Accounts. No RCF Loan Party shall open or maintain, or instruct any Person to open or maintain, any Securities Accounts, Deposit Accounts or other bank accounts other than the Collateral Accounts. Prior to the Termination Date, no Loan Party shall change (or permit any Person to change) the name or account number of any Collateral Account without prior notice to Vitol. No amounts may be transferred or withdrawn from any Collateral Accounts that are no in accordance with and as permitted by Section 1.26 and Section 2.18.

2.20 Key Employee Plans. BKRF will not, and will not permit any other RCF Loan Party to, (a) enter into any key employee retention plan or incentive plan, other than such plans in effect as of the Petition Date or (b) amend or modify any existing key employee retention plan or incentive plan, unless such plan, amendment or modification, as applicable, is satisfactory to Vitol in its reasonable discretion.

2.21 Prepetition Indebtedness. BKRF will not, and will not permit any other RCF Loan Party to, make any payment with respect to Indebtedness created, incurred, assumed or suffered to exist by any RCF Loan Party prior to the Petition Date except as expressly provided for in this Agreement or pursuant to any order entered upon pleadings in form and substance reasonably satisfactory to Vitol.

2.22 Super-Priority Claims. BKRF will not, and will not permit any other RCF Loan Party to, create or permit to exist any claim that is *pari passu* with or senior to the Super-Priority Claims of the RCF Secured Parties, other than as provided in any DIP Order.

2.23 Bankruptcy Orders. BKRF will not, and will not permit any other RCF Loan Party to, (a) obtain or seek to obtain any stay from the Bankruptcy Court on the exercise of Vitol's remedies hereunder or under any other RCF Loan Document, except as specifically provided in the DIP Order, or (b) seek to change or otherwise modify any DIP Order or other order in the Bankruptcy Court with respect to the RCF Loan Documents without Vitol's prior written approval.

2.24 Financial Covenant. The RCF Loan Parties shall maintain, at all times while any Prepetition RCF Loans or RCF Loans remain outstanding, unrestricted cash (subject to the account Control Agreement), Availability, or a combination of both amounting to $5,000,000 in the aggregate.

SCHEDULE 1.1

PRODUCT SPECIFICATIONS AND TERMS

Product Monthly Maximum Quantities

The Product Monthly Maximum Quantities are as follows:

1. For renewable finished diesel: *** Barrels

2. For renewable naphtha: *** Barrels

Product Specifications

The Product shall meet the following specifications:

1. For renewable finished diesel: ***.

2. For renewable naphtha:

[***]

NOTE: THE ABOVE DATA IS BASED ON DESIGN INFORMATION AND PRE-PRODUCTION VALUES. PRODUCTION VALUES MAY BE DIFFERENT

Product Terms and Conditions

Change To Product Specifications.

To the extent that a change to the Product Specifications and Terms, either permanently or temporarily, is required pursuant to any Applicable Law or otherwise requested by a Party to this Agreement, the Parties agree to use commercially reasonable efforts to work together to temporarily or permanently amend or update the Product Specifications and Terms; *provided*, that such change: (i) is achievable within the existing design basis and technology limits of the Project, (ii) is consistent with prudent operating practices, (iii) would not give rise to any concerns regarding the environment, health or safety, and (iv) is not expected to reduce Project output or give rise to additional costs to either Party. To the extent new Product Specifications and Terms are agreed upon, Schedule 1.1 will be amended to reflect such changes. If any required change to the Product Specifications and Terms require material upgrades or changes to the Project, either (x) the Parties must first mutually agree (in each Party's respective sole discretion) on sharing the potential additional costs associated with such upgrades or changes or (y) Vitol must agree to equitably compensate BKRF for the additional costs from such upgrades or changes (without any obligation to make such agreement unless Vitol elects to do so to satisfy this condition).

RINS

BKRF represents and warrants to Vitol, and agrees with Vitol, as follows with respect to Product delivered to Vitol hereunder:

1.1 RINS. For each Gallon of Product produced at the Project, BKRF shall generate a renewable identification number as specified and in accordance with 40 CFR Sections 80.1425 and 80.1426 ("RINs"), including a determination of the "D" code of each RIN as defined at 40 CFR Section 80.1425(g)(2).

1.2 Representations and Warranties Regarding RINs. With respect to the RINs transferred under this Agreement, BKRF and without in any way limiting the fungibility of RINs under the RFS2 Regulation, without prejudice to Vitol's remedies contained herein, warrants that upon delivery of the Product:

(a) RINs will be properly generated by an EPA-registered facility or are otherwise valid pursuant to RFS2 Regulations, and BKRF will have the right to transfer such RINs pursuant to the applicable RFS2 Regulations;

(b) BKRF will have good and marketable title to the RINs, and such RINs will be free and clear of any BKRF created claims, liens, charges, encumbrances, pledges, or security interests whatsoever at the time of each such transfer;

(c) The RINs will have been assigned to a volume of Product transferred under this Agreement (i.e., will have a "K" value of 1, pursuant to 40 CFR Section 80.1425(a)) and not previously have been transferred to another Person;

(d) BKRF will not have taken any action or made any omission that would invalidate the RINs;

(e) BKRF shall perform, or cause to be performed, the quarterly and annual reporting, as required under 40 CFR Sections 80.1451 and 80.1464; and

(f) BKRF shall ensure the third-party engineering review is updated on a 3 year basis, or as needed according to 40 CFR Section 80.1450.

With respect to the RINs transferred under this Agreement, Vitol covenants that it will take title to, use, transfer, separate (if applicable) or retire the RINs in compliance with the applicable RFS2 Regulations and all other Applicable Laws.

At its sole cost and expense, BKRF shall participate in an EPA-certified Quality Assurance Plan ("QAP") under 40 CFR Sections 80.1469 and quality assurance audit consistent with 80.1472 as a way to ensure all RINS generated at the Project are properly generated under the EPA regulations.

1.3 RIN Title and Risk Transfer. BKRF shall transfer title to Vitol of the quantity of RINs properly allocable to the quantities of Product purchased under this Agreement through the EPA Moderated Transaction System ("EMTS") under 40 CFR Section 80.1452 within five (5) Business Days after the later to occur of (a) the date of delivery of the associated Product under this Agreement or (b) the date upon which each such RIN is issued and delivered to the account of BKRF within EMTS ("Transfer Date"). The "sell" transaction entered into EMTS by BKRF for the subject RINs shall identify the purchaser/transferee/assignee as Vitol, assignment code, RIN D code, period of generation, quantity, volume of associated Product, and the mutually agreed per-Gallon price of associated Product transferred. Vitol shall then promptly enter a corresponding "purchase" transaction into EMTS in accordance with the RFS2 Regulation. Title to and risk of loss of the RINs shall pass from BKRF to Vitol upon Vitol's completion of the "purchase" transaction into EMTS.

1.4 RIN Product Transfer Documents. BKRF shall provide Vitol a "Product Transfer Document" that fulfills all of the requirements set forth in 40 CFR Section 80.1453.

1.5 Remedies for Invalid RINS.

(a) A RIN shall be deemed invalid (i) if it meets the invalid RIN criteria described in 40 CFR Section 80.1431(a) as determined by an Independent Inspector or (ii) if the EPA has provided notice to a party regulated under the regulations or otherwise has made its determination public that the RIN is invalid (in each case, an "Invalid RIN"). In the event that Vitol reasonably believes that it has received an Invalid RIN or Vitol has been notified by a Third Party that a RIN acquired from Vitol following the transfer of such RIN from BKRF to Vitol is an Invalid RIN, Vitol shall promptly provide written notice to BKRF identifying the basis for such RIN being an Invalid RIN, the identity of each RIN claimed to be an Invalid RIN and attaching to or including with any such notice all reasonably supporting documentation. Subsequent to the receipt of such notice, BKRF will have a period of ten (10) Business Days in which to review the claims by Vitol and to retain an Independent Inspector to review such claims. The Parties agree that, other than a RIN being deemed to be an Invalid RIN under clause (ii) above, the findings by the Independent Inspector as to the validity or invalidity of the claimed Invalid RIN shall be binding upon the Parties, absent manifest error or fraud.

(b) If BKRF transfers an Invalid RIN, *provided* that such Invalid RIN is invalid due to reasons solely unrelated to the Feedstock supplied by Vitol (as determined by the Independent Inspector) or the failure of Vitol or any Product Counterparty to comply with the applicable requirements of RFS2 Regulations when taking title to, making use of, transferring, separating (if applicable) or retiring the RINs, then BKRF shall, at BKRF's sole expense, transfer to Vitol qualified replacement RINs in an amount equal to the number of Invalid RINs within 30 days of the later of: (i) the discovery of the Invalid RINs; or (ii) Vitol's demand for replacement. For the purpose of this Section, qualified replacement RINs may be either assigned or separated RINs, but must be the same D code and must be the same year of generation, if available; otherwise, such replacement RINs shall be the next unexpired year of generation. Upon determination by EPA or the Independent Inspector that BKRF has transferred Invalid RINs, Vitol shall, to the extent applicable to Vitol, keep copies, adjust its records, reports, and compliance calculations, and retire RINs as required under 80.1431(b). In the event that BKRF fails or refuses to transfer sufficient qualified replacement RINs following a determination by the EPA or the Independent Inspector, BKRF shall, within ten (10) Business Days of Vitol's written request, reimburse Vitol's actual costs and expenses incurred in connection with Vitol's obtaining qualified replacement RINs where the cost of such qualified replacement RINs purchased by Vitol was no less favorable than that available to Vitol through good faith negotiations in an arms-length transaction. BKRF shall reimburse Vitol for any penalties or fines imposed upon Vitol by Governmental Authorities as a result of Vitol's use of RINs supplied to it under this Agreement that are subsequently found to be Invalid RINs. Vitol shall provide with its written request all reasonable supporting documentation for its costs, expenses, and, if applicable, any such fines or penalties.

1.6 Reporting of Transactions. Both Parties shall report transactions under this Agreement to the EPA in accordance with the requirements set forth in the applicable RFS2 Regulation.

1.7 Obligation. Notwithstanding anything in this Agreement to the contrary, BKRF's obligation to supply RINs does not apply in the event RFS2 is repealed or modified as the result of a Change of Law. LCFS CREDITS

BKRF represents and warrants to Vitol, and each Party agrees, as follows with respect to Product delivered to Vitol hereunder:

1.1 CARB LCFS Pathways and Approved CI Values. As of the Effective Date, the Parties anticipate that the Project will attain certification in accordance with the CARB LCFS Program such that, once certification has been attained, each Gallon of Product sold and purchased hereunder shall have an assigned CI value under one or more certified fuel Pathways within the CARB LCFS Program, which will ultimately generate LCFS credits to a regulated party if the Product is blended for use in the California transportation fuel market.

1.2 Representations and Warranties Regarding LCFS CI Values. With respect to the LCFS transactions under this Agreement and to the extent Product has an assigned CI value under one or more certified fuel Pathways within the CARB LCFS Program, BKRF, without prejudice to Vitol's remedies contained herein, warrants that upon delivery of the Product:

(a) the CI values assigned to the Product will be properly generated by a CARB-registered facility using a certified Pathway or are otherwise valid pursuant to applicable CARB LCFS Regulations; and

(b) to the extent that BKRF as the producer is treated as the "First Fuel Reporting Entity" (as defined in the CARB LCFS Regulations) under the CARB LCFS Program, BKRF shall use commercially reasonable efforts to enable Vitol to become the fuel reporting entity upon title transfer of the Product.

1.3 LCFS Product Transfer Documents. BKRF shall provide Vitol a "product transfer document" (as that term is used in the CARB LCFS Regulations) that fulfills all of the applicable requirements set forth in Section 95491.1(b) of the CARB LCFS Regulations.

1.4 Reporting of Transactions. Both Parties shall report transactions under this Agreement to CARB in accordance with the requirements set forth in the CARB LCFS Regulations, including use of the LCFS Reporting Tool and Credit Bank & Transfer System, as defined therein.

(a) BKRF shall comply with all reporting obligations under the CARB LCFS Program and CARB LCFS Regulations, including submission of the Annual Fuel Pathway Report and completion of Annual Verification by a CARB-accredited verification body.

(b) Vitol shall comply with all reporting obligations under the CARB LCFS Program and CARB LCFS Regulations, including submission of the Annual Fuel Transaction Report and completion of Annual verification by a CARB-accredited verification body.

1.5 Obligation. Notwithstanding anything in the Agreement to the contrary, BKRF's obligations pursuant to these Product Specifications and Terms for LCFS Credits shall not apply in the event the CARB LCFS Regulation is repealed or materially changed after the Effective Date in accordance with and subject to any Change of Law.

SCHEDULE 2.1

FEEDSTOCK SPECIFICATIONS AND TERMS

Feedstock Monthly Maximum Quantities

The Feedstock Monthly Maximum Quantities are as follows:

1. For soybean oil: *** Pounds

2. For canola oil: *** Pounds

3. For camelina oil: *** Pounds

Feedstock Specifications

The Feedstock shall meet the following specifications:

1. For soybean oil, canola oil and camelina oil:

a. RB soybean oil:

[***]

b. RBD soybean oil: ***

Feedstock Terms and Conditions

Vitol shall use commercially reasonable efforts to ensure that all Feedstock offered for delivery by Vitol to BKRF pursuant to a Feedstock Supply Offer shall meet the Feedstock Specifications and Terms for purposes of generating the RINs contemplated by this Agreement, including, but not limited to, applicable recordkeeping requirements for such Feedstock as specified in 40 C.F.R. §80.1454.

To the extent that a change to the Feedstock Specifications and Terms, either permanently or temporarily, is required pursuant to any Applicable Law or otherwise requested by a Party to this Agreement, the Parties agree to use commercially reasonable efforts to work together to temporarily or permanently amend or update the Feedstock Specifications and Terms; *provided*, that such change: (i) is achievable within the existing design basis and technology limits of the Project, (ii) is consistent with prudent operating practices, (iii) would not give rise to any concerns regarding the environment, health or safety, and (iv) is not expected to reduce Project output or give rise to additional costs to either Party. To the extent new Feedstock Specifications and Terms are agreed upon, Schedule 2.1 will be amended to reflect such changes. If any required change to the Feedstock Specifications and Terms require material upgrades or changes to the Project, the Parties must first mutually agree (in each Party's respective sole discretion) on sharing the potential additional costs associated with such upgrades or changes.

SCHEDULE 3.1

PROJECT F&P HANDLING REQUIREMENTS

The Project is BNSF mainline connected.

Feedstock rail offloading:
20 rail car unloading rack (2-sided split rail, with ten cars on each side)

Feedstock storage:
1x 65 bbls storage tank
1x 25k bbls storage tank
3 x 25k bbls feed staging tanks

Offspec Renewable Diesel storage:
1x 24k bbls
1x 67k bbls

Renewable Diesel storage:
2x 35k bbls certification tanks
1x 80k bbls RD sales tanks

Renewable Propane storage:
4x 750k bbls
3x 600k bbls

Renewable Naphtha storage:
2x 17k bbls

Renewable Butane storage:
2x 5k bbls

RD loading (TCN: T-77-CA-4657):
Modern truck loading rack w/ vapor recovery (located at 2436 Fruitvale Ave, Bakersfield, CA 93308):
Renewable Diesel truck loading:
4 truck lanes – 70-P32/33 @ 1720 gpm feeding all 4 lanes

Co-products renewable propane, renewable naphtha, renewable butane truck loading:
1 renewable propane loading hose / connection
1 renewable naphtha loading hose / connection
1 renewable butane loading hose /connection

Rail loading for renewable diesel, and renewable naphtha is available through a nearby transload facility operated in-house. Quantity measurements of Feedstock and Product

will be subject to a +/- 5% tolerance band based on rail cargo standards.

SCHEDULE 6.2

INVENTORY ADJUSTMENT TRANSACTIONS

1. From time-to-time BKRF will communicate to Vitol changes in the volumes of Feedstock, Product and Un-resold Product constituting inventory of BKRF. The Parties will adjust the pricing for such Feedstock, Product and Un-resold Product on a trade-at-settlement basis and on terms and conditions agreed by the Parties in accordance with these Inventory Adjustment Transaction Procedures (each such adjustment to pricing being an "Inventory Adjustment Transaction").

2. Each Inventory Adjustment Transaction will be tracked and valued by Vitol using the same internal systems which Vitol uses to track and calculate values, based on published price indices and pricing curves, for feedstocks and products purchased from or sold to Third Parties. Vitol will calculate the value of the Inventory Adjustment Transactions (such aggregate value being the "Portfolio Price Position") based on market price changes and report the value of the Portfolio Price Position to BKRF once per week on an agreed upon timing for use in the Borrowing Base, in connection with the monthly Portfolio Price Adjustment, and at such other times as are reasonably requested by BKRF.

3. If such volume changes are communicated by BKRF to Vitol prior to 11 a.m. Central Time on any Business Day, that day will be the "Pricing Day" for the applicable new Inventory Adjustment Transactions; otherwise the Pricing Day will be the subsequent Business Day for purposes of the settlement prices applicable to the Inventory Adjustment Transactions.

4. Each Inventory Adjustment Transaction will be priced using the following price indices:

    a. For soybean oil or canola oil: CBOT bean oil prompt month futures contract, or if within 5 Business Days of expiry for the prompt month (Bean Oil Roll Date), the second month futures contract;

    b. For RD: HO prompt month contract, or if within 5 Business Days of expiry for the prompt month (HO Roll Date), the second month futures contract;

    c. For Naphtha: NYMEX RBOB prompt month futures contract, or if within 5 Business Days of expiry for the prompt month (RBOB Roll Date), the second month futures contract;

    d. For LCFS Credits: the average daily settlement price published by *Argus Media* for LCFS Credits for the 7 calendar days prior to the date of the Inventory Adjustment Transaction; and

    e. For RINS: the average daily settlement price published by *Argus Media* for RINs of the current vintage (e.g., B24 for 2024) for the 7 calendar days prior to the date of the Inventory Adjustment Transaction.

5. The Portfolio Price Position shall be deemed positive if the value of the Portfolio Price Position is in favor of BKRF, and negative if the value of the Portfolio Price Position is in favor of Vitol. If BKRF does not object to any calculation by Vitol of the value of the Portfolio Price Position by the close of business on the next Business Day following its receipt of such calculation, Vitol's calculation of the value of the Portfolio Price Position will be deemed accepted by BKRF. Any objection by BKRF shall provide BKRF's reason for the objection and BKRF's calculation including market prices and sources for the same. If BKRF timely notifies Vitol of an objection to the calculation of the value of a Portfolio Price Position then, save as to the timing of any such notice of BKRF's objection thereto, the provisions of Section 6.3 will apply to the resolution of any dispute as to the value of the Portfolio Price Position.

6. No later than 10 Business Days following the end of each Delivery Month, the final Portfolio Price Position will be calculated by Vitol for the immediately preceding Delivery Month and applied to the next Daily Invoice following the calculation of such Portfolio Price Position, with any positive Portfolio Price Position being owed by Vitol to BKRF and the absolute value of any negative Portfolio Price Position being owed by BKRF to Vitol (the "Portfolio Price Adjustment"). Upon such application of the Portfolio Price Adjustment to the Daily Invoice, any Inventory Adjustment Transactions that remain outstanding shall be repriced to current market prices so the value of such remaining Inventory Adjustment Transactions is zero.

7. At the request of either Party, the Parties will further establish as needed additional details in respect of these Inventory Adjustment Transaction Procedures for purposes of entering into, valuing, and accounting for Inventory Adjustment Transactions and calculating each Portfolio Price Position and each Portfolio Price Adjustment. All such additional details will be reflected in an amendment to this Schedule 6.2, which shall be in writing and agreed to by the Parties; *provided, however*, it shall be up to the Parties to determine if an amendment to this Agreement is necessary for purposes of appending thereto any such amended Schedule 6.2.

Exhibit 10.3

Personal and Confidential

April 10, 2025

Re: Retention Agreement

Dear [ ]:

This letter agreement (this "***Agreement***") memorializes certain terms and conditions of your continued employment with Global Clean Energy Holdings, Inc. (the "***Company***"), which shall be effective as of the date you execute and return a copy of this Agreement (such date, the "***Effective Date***"). Capitalized terms used not but otherwise defined herein will have the meaning ascribed to such terms in Appendix A.

1. **Term.** The term of this Agreement shall commence on the Effective Date and terminate automatically without any further action by any party hereto on December 31, 2025 (the "***Term***").

2. **Compensation.**

(a) **Base Salary.** During the Term, the Company shall pay to you a base salary of $[ ] per annum, as may be adjusted in accordance with the Company's applicable policies for merit-based increases (not to exceed three percent (3%)) (the "***Base Salary***"), less applicable withholdings and deductions. The Base Salary shall be paid in substantially equal installments in accordance with the Company's standard payroll practices and policies as in effect from time to time.

(b) **Annual Bonus.** For calendar year 2025, you shall be eligible to earn an annual cash bonus (the "***Annual Bonus***") subject to the terms and conditions of any Company annual bonus plan in effect. As of the Effective Date, your annual target bonus opportunity is [ ]% of the Base Salary (the "***Target Bonus***").

(c) **Retention Bonus.** Subject to the terms and conditions set forth herein, you hereby acknowledge and agree that you have received (or will receive no later than the Company's next regularly scheduled payroll date following the Effective Date), a cash lump sum payment in the amount of $[ ], less applicable withholdings and deductions (the "***Retention Bonus***"). The Retention Bonus will vest and become non-forfeitable on the Vesting Date, subject to your continued employment with the Company through the Vesting Date. You agree that in the event your employment with the Company terminates for any reason other than a Qualifying Termination before the Vesting Date, you will be required to repay to the Company within thirty (30) days of such termination a pro-rata portion of the After-Tax Value of the Retention Bonus, with such amount to be calculated based on the After-Tax Value of the Retention Bonus multiplied by a fraction, the numerator of which is the full number of calendar months remaining in the Term as of such termination of employment, and the denominator of which is six (6). Notwithstanding anything to the contrary contained herein, you will not be required to repay any portion of the Retention Bonus in the event of your Qualifying Termination before the Vesting Date, if you execute and do not revoke a Release (as defined below).

3. **Termination of Employment; Severance.** This Agreement confirms that your employment is on an "at-will" basis, meaning you may resign at any time, and the Company may terminate your employment at any time for any reason or no reason and with or without notice. Notwithstanding the foregoing, if (i) your Qualifying Termination occurs during the Term, (ii) you execute a general release of claims in favor of the Company and its subsidiaries and affiliates in a form to be prepared by and acceptable to the Company, and such Release becomes effective and is not revoked or rescinded (the "***Release***"), and (iii) you comply with the terms of the Release, then you will be entitled to receive severance payments consisting of (A) continued payment of your Base Salary through the remainder of the Term, payable in substantially equal installments in accordance with the Company's standard payroll practices and policies as in effect from time to time commencing on the Company's first regularly scheduled pay period following the sixtieth (60th) day following such termination and the first such payment shall include payment of any amount that was otherwise scheduled to be paid prior thereto, (B) an amount equal to the Target Bonus multiplied by a fraction, the numerator of which is the number of calendar months from the date of such Qualifying Termination through the end of the Term, and the denominator of which is twelve (12), which shall be paid in in substantially equal installments in accordance with the same schedule as the base salary payments provided in clause (A), and (C) an amount equal to any accrued but unpaid Annual Bonus payable with respect to the applicable bonus year during which such termination occurs, paid at the same time annual bonuses are paid to other employees (and no later than March 15, 2026).

4. **Withholding Taxes.** The Company may withhold from any and all amounts payable to you hereunder such federal, state, and local taxes as the Company determines in its sole discretion may be required to be withheld pursuant to any applicable law or regulation.

5. **No Right to Continued Employment.** Nothing in this Agreement will confer upon you any right to continued employment with the Company (or its subsidiaries or their respective successors) or to interfere in any way with the right of the Company (or its subsidiaries or their respective successors) to terminate your employment at any time.

6. **Other Benefits.** The Retention Bonus is a special payment to you and will not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death, or other benefit under any other bonus, incentive, pension, retirement, insurance, or other employee benefit plan of the Company, unless such plan or agreement expressly provides otherwise.

7. **Governing Law.** This Agreement will be governed by, and construed under and in accordance with, the internal laws of the State of Delaware, without reference to rules relating to conflicts of laws.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between you and the Company with respect to such matters, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by you and the Company.

10. **Section 409A Compliance.** Although the Company does not guarantee the tax treatment of the Retention Bonus, the intent of the parties is that the payments provided under this Agreement be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended and the regulations and guidance promulgated thereunder, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted in a manner consistent therewith.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

This Agreement is intended to be a binding obligation on you and the Company. If this Agreement accurately reflects your understanding as to the terms and conditions as set forth therein, please sign, date, and return to me one copy of this Agreement. You should make a copy of the executed Agreement for your records.

Very truly yours,

[ ]

The above terms and conditions accurately reflect our understanding regarding the terms and conditions of the Agreement, and I hereby confirm my agreement to the same.

Dated: [ ], 2025

[ ]

[*Signature Page to Retention Agreement*]

APPENDIX A

Certain Definitions

Capitalized terms used in the Agreement, but not otherwise defined therein, will have the meanings ascribed to such terms in this **Appendix A**.

"***After-Tax Value of the Retention Bonus***" means the aggregate amount of the Retention Bonus net of any taxes you are required to pay in respect thereof and determined taking into account any tax benefit that may be available in respect of such repayment. The Company shall determine in good faith the After-Tax Value of the Retention Bonus, which determination shall be conclusive and binding.

"***Cause***" shall mean, with respect to you, the occurrence of any of the following events: (i) your commission of an act of fraud, embezzlement or dishonesty that has a material adverse impact on the Company; (ii) your conviction of, or plea of "guilty" or "no contest" to, a felony; (iii) your unauthorized use or disclosure of confidential information or trade secrets of the Company that has a material adverse impact on such entity; or (iv) your intentional misconduct that has a material adverse impact on the Company. Any determination by the Company that your employment or service was terminated with or without Cause for purposes of the Agreement shall have no effect upon any determination of the rights or obligations of the Company or you for any other purpose.

"***Disability***" means that you are (i) 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 twelve (12) months, or (ii) determined to be totally disabled by the Social Security Administration.

"***Good Reason***" shall mean, with respect to you, the occurrence of any of the following events, in each case, without your advance written consent: (i) a material reduction in your authority, responsibilities, duties or title with respect to the Company; (ii) a material reduction in the Base Salary or Target Bonus; (iii) any relocation of your principal site of employment by more than fifty (50) miles from your primary site of employment as of the Effective Date; or (iv) a material breach by the Company of this Agreement, including rejection of this Agreement during the pendency of the Chapter 11 proceeding; provided, however, that no act or omission described in (i) through (iv) shall be treated as Good Reason under this Agreement unless (a) you deliver to the Company a written statement of the basis of your belief that Good Reason exists within sixty (60) days of the act or omission that you believe constitutes Good Reason, (b) you give the Company thirty (30) days after delivery of such statement to cure the basis of such belief, and (c) you actually resign during the thirty (30) day period which begins immediately after the end of such thirty (30) day cure period if Good Reason continues to exist.

"***Vesting Date***" means the earliest to occur of (i) the six (6) month anniversary of the Effective Date, and (ii) the effective date of a Chapter 11 plan of reorganization.

"***Qualifying Termination***" means the termination of your employment (i) by the Company for a reason other than Cause, (ii) by you for Good Reason, or (iii) due to your death or Disability.

Exhibit 99.1

GLOBAL CLEAN ENERGY HOLDINGS AND CERTAIN KEY STAKEHOLDERS INITIATE FORMAL PATHWAY AIMED AT ACHIEVING A SUSTAINABLE CAPITAL STRUCTURE

- Enters into Restructuring Support Agreement with Secured Lenders and CTCI to Commence Voluntary Chapter 11 Proceeding
- Receives Commitment for $100 Million in New Money Debtor-In-Possession Financing and Services to Fully Support Day-to-Day Business Operations
- Consensual Deal to Consummate a Chapter 11 Plan that Primarily Equitizes Term Loan Lenders and CTCI, a Key Claimant

BAKERSFIELD, CA (Business Wire) – April 16, 2025 – Global Clean Energy Holdings, Inc. (OTCMKTS: GCEH) ("GCE" or the "Company"), a vertically integrated renewable fuels company, announced today it entered into a Restructuring Support Agreement (the "RSA") with agreement and support from Vitol Americas Corp., as RCF lender, an ad hoc group of term loan lenders which holds approximately 96% of the term loans, and CTCI Americas, Inc. ("CTCI"). To facilitate the transactions contemplated under the RSA, the Company commenced Chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas.

Noah Verleun, President and CEO of GCE, stated, "As we enter this next phase of our restructuring process, we are appreciative of the continued support from our existing stakeholders. Their confidence in our upstream and downstream businesses, as demonstrated by this ongoing collaboration, reinforces the opportunity GCE has in the renewable fuels market, with our 'farm-to-fuel' business model. I want to thank our employees for continuing to be fully engaged as we go through this process and prioritizing safety above all else. We feel confident this decision provides us the best pathway toward future success."

The Company has filed customary first day motions and plans to operate its businesses in the ordinary course, including requesting approval to continue paying our employees and funding its benefit programs in the normal course, as it pursues the holistic restructuring transactions set forth in the RSA. To fund this process and continue operating in the ordinary course, the Company's term loan lenders and CTCI have combined to provide an additional $100 million in new money debtor-in-possession financing and services, subject to certain terms and the satisfaction of certain conditions precedent. The Company has also filed a Chapter 11 plan and anticipates confirming their Chapter 11 plan by August 2025.

Kirkland & Ellis is serving as restructuring counsel, Lazard is serving as the investment banker, and Alvarez & Marsal is serving as the financial advisor to the Company.

ABOUT GLOBAL CLEAN ENERGY

Global Clean Energy Holdings, Inc. (OTCQB:GCEH) is a vertically integrated renewable fuels company specializing in the development and cultivation of camelina, a nonfood, regenerative, intermediate oilseed crop, which is used for the production of advanced biofuels and biomaterials. With a vision that begins in the laboratory, moves through the farm gate, and finishes with renewable fuels, GCE's farm-to-fuels value chain integration provides unrivaled access to reliable, ultra-low carbon feedstocks and is unparalleled in the sustainable fuels industry. To learn more, visit www.GCEholdings.com.

FORWARD-LOOKING STATEMENTS

Certain of the matters discussed in this communication which are not statements of historical fact constitute forward-looking statements within the meaning of the securities laws, including the Private Securities Litigation Reform Act of 1995, that involve a number of risks and uncertainties. Words such as "strategy," "expects," "continues," "plans," "anticipates," "believes," "would," "will," "estimates," "intends," "projects," "goals," "targets" and other words of similar meaning are intended to identify forward-looking statements but are not the exclusive means of identifying these statements. Any statements made in this news release other than those of historical fact, about an action, event or development, are forward-looking statements. The important factors that may cause actual results and outcomes to differ materially from those contained in such forward-looking statements include, without limitation, the Company's ability to continue operating in the ordinary course while the Chapter 11 cases are pending, the Company's ability to successfully complete a restructuring under Chapter 11, including: consummation of the restructuring; potential adverse effects of the Chapter 11 cases on the Company's liquidity and results of operations; the Company's ability to obtain timely approval by the bankruptcy court with respect to the motions filed in the Chapter 11 cases; objections to the Company's recapitalization process or other pleadings filed that could protract the Chapter 11 cases; employee attrition and the Company's ability to retain senior management and other key personnel due to distractions and uncertainties; the Company's ability to comply with financing arrangements; the Company's ability to maintain relationships with partners, suppliers, customers, employees and other third parties and regulatory authorities as a result of the Chapter 11 cases; the effects of the Chapter 11 cases on the Company and on the interests of various constituents, including holders of the Company's common stock; the bankruptcy court's rulings in the Chapter 11 cases, including the approvals of the terms and conditions of the restructuring and the outcome of the Chapter 11 cases generally; the length of time that the Company will operate under Chapter 11 protection and the continued availability of operating capital during the pendency of the Chapter 11 cases; risks associated with third party motions in the Chapter 11 cases, which may interfere with the Company's ability to consummate the restructuring or an alternative restructuring; increased administrative and legal costs related to the Chapter 11 process; and other litigation and inherent risks involved in a bankruptcy process; the future production of the Company's Bakersfield renewable fuels facility (the "Bakersfield Facility"); anticipated and unforeseen events which could reduce future production at the Bakersfield Facility or delay future capital projects, and changes in commodity and credit values, throughput volumes, production rates, yields, operating expenses and capital expenditures at the Bakersfield Facility; the need for additional capital in the future, including, but not limited to, in order to complete capital projects and satisfy liabilities, including to pay amounts owed under the Company's outstanding term loan, the Company's ability to raise such capital in the future, and the terms of such funding, including dilution caused thereby; the Company's plans to expand and execution of expanding Global Clean Energy Holdings' camelina operations beyond North America; the Company's plans for large scale cultivation of camelina as a nonfood-based feedstock and its use at the Bakersfield Facility; the future production of the Bakersfield Facility, including but not limited to, renewable diesel production and the breakdown between the two; changes in commodity and credits values; certain early termination rights associated with third party agreements and conditions precedent to such agreements; the Company's level of indebtedness, which could affect its ability to fulfill its obligations, impede the implementation of its strategy, and expose the Company's interest rate risk; the Company's ability to comply with required covenants under outstanding senior notes and a term loan and to pay amounts due under such senior notes and term loan, including interest and other amounts due thereunder; the ability of the Company to retain and hire key personnel; the level of competition in the Company's industry and its ability to compete; the Company's ability to respond to changes in its industry; the loss of key personnel or failure to attract, integrate and retain additional personnel; the Company's ability to obtain and retain customers; the Company's ability to produce products at competitive rates; the Company's ability to execute its business strategy in a very competitive environment; trends in, and the market for, the price of oil and gas and alternative energy sources; the volatile nature of the prices for oil and gas caused by supply and demand, including volatility caused by the ongoing Ukraine/Russia conflict and/or the Israel/Hamas conflict, changes in interest rates and inflation, and potential recessions; the outcome of pending and potential future litigation, judgments and settlements; rules and regulations making the Company's operations more costly or restrictive; volatility in the market price of compliance credits (primarily Renewable Identification Numbers (RINs) needed to comply with the Renewable Fuel Standard ("RFS")) under renewable and low-carbon fuel programs and emission credits needed under other environmental emissions programs, the requirement for the Company to purchase RINs in the secondary market to the extent it does not generate sufficient RINs internally, liabilities associated therewith and the timing, funding and costs of such required purchases, if any; changes in environmental and other laws and regulations and risks associated with such laws and regulations; macroeconomic pressures and general uncertainty regarding the overall future economic environment, the imposition of additional duties, tariffs, or trade restrictions on the importation of goods we use in connection with our business; economic downturns both in the United States and globally, changes in inflation and interest rates, increased costs of borrowing associated therewith and potential declines in the availability of such funding; risk of increased regulation of the Company's operations and products; disruptions in the infrastructure that the Company and its partners rely on; interruptions at the Company's facilities; unexpected and expected changes in the Company's anticipated capital expenditures resulting from unforeseen and expected required maintenance, repairs, or upgrades; the Company's ability to acquire and construct new facilities; expected and unexpected downtime at the Company's facilities; dependence on third party transportation services and pipelines; risks related to obtaining required crude oil supplies, and the costs of such supplies; counterparty

credit and performance risk; unanticipated problems at, or downtime effecting, the Company's facilities and those operated by third parties; risks relating to the Company's hedging activities or lack of hedging activities; and risks relating to future divestitures, asset sales, joint ventures and acquisitions.

Other important factors that may cause actual results and outcomes to differ materially from those contained in the forward-looking statements included in this communication are described in the Company's publicly filed reports, including, but not limited to, the Company's Annual Report on Form 10-K for the year ended December 31, 2023, and the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, and future Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q. These reports are available at www.sec.gov. The Company cautions that the foregoing list of important factors is not complete. All subsequent written and oral forward-looking statements attributable to the Company or any person acting on behalf of the Company are expressly qualified in their entirety by the cautionary statements referenced above. Other unknown or unpredictable factors also could have material adverse effects on Global Clean Energy's future results. The forward-looking statements included in this press release are made only as of the date hereof. Global Clean Energy cannot guarantee future results, levels of activity, performance or achievements. Accordingly, you should not place undue reliance on these forward-looking statements. Finally, Global Clean Energy undertakes no obligation to update these statements after the date of this release, except as required by law, and takes no obligation to update or correct information prepared by third parties that are not paid for by Global Clean Energy. If we update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

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