

**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 9, 2024

**GLOBAL CLEAN ENERGY HOLDINGS, INC.**  
(Exact Name of Registrant as Specified in Charter)

Delaware

(State of Incorporation)

000-12627

(Commission File Number)

87-0407858

(I.R.S. Employer Identification No.)

2790 Skypark Drive, Suite 105, Torrance, California

(Address of Principal Executive Offices)

90505

(Zip Code)

(310) 641-4234

(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing 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	Trading Symbol	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.**

*Intercompany Transactions*

As previously disclosed, on September 22, 2023, Sustainable Oils, Inc. (“SusOils”), a wholly-owned subsidiary of Global Clean Energy Holdings, Inc. (the “Company”), entered into a series of intercompany transactions (the “2023 Intercompany Transactions”) providing for the incremental funding of certain of SusOils’ working capital requirements by BKRF OCB, LLC (“BKRF OCB”), an indirect wholly-owned subsidiary of the Company and primary borrower under the Company’s senior secured term loan Credit Agreement (“Senior Credit Agreement”), by and among BKRF OCB, BKRF OCP, LLC, as the pledgor (BKRF OCP), Bakersfield Renewable Fuels, LLC (“BKRF”), and Orion Energy Partners TP Agent, LLC, in its capacity as the administrative agent (the “Administrative Agent”).

In connection with the 2023 Intercompany Transactions, SusOils executed and delivered to BKRF OCB a secured intercompany promissory note, dated September 22, 2023, in the original principal amount of \$15 million (the “Original Intercompany Note”). On April 9, 2024, the Administrative Agent upsized the existing Tranche D of the Senior Credit Agreement to BKRF OCB in order to provide additional incremental funding to SusOils. In connection therewith, BKRF OCB and SusOils entered into an amended and restated secured intercompany note (the “A&R Intercompany Note”) to expressly provide for such funding. The original principal amount of the Original Intercompany Note (\$15 million), the interest rate (15%) and the maturity date (August 22, 2024) remain unchanged.

In consideration for the extension of the loans to BKRF OCB and the consents provided by the Administrative Agent, the Company entered into a pledge and security agreement, dated April 9, 2024 (the “Security Agreement”), pursuant to which the Company pledged the equity interests in certain of its subsidiaries, including Camelina Co. España, S.L.U., to the senior lenders as collateral for amounts owed under the Senior Credit Agreement. The Security Agreement will terminate upon the earlier of (i) payment in full of amounts owed under the Senior Credit Agreement and (ii) the date on which the principal balance of all loans outstanding under the Credit Agreement is below (a) if prior to June 30, 2025, \$300 million and (b) on and after June 30, 2025, \$200 million.

As additional consideration for the extension of the loans to BKRF OCB and the consents provided by the Administrative Agent (i) SusOils and BKRF OCB entered into an amended and restated revenue sharing agreement, dated April 9, 2024 (the “Revenue Sharing Agreement”), pursuant to which SusOils has agreed pay to BKRF OCB 5% of any gross revenues generated by SusOils from the license of its patented Camelina varieties for a period of five years, beginning on January 1, 2025 and (ii) SusOils and BKRF entered into a license agreement, dated April 9, 2024 (the “License Agreement”), pursuant to which SusOils licensed to BKRF, on an intercompany, non-exclusive, sublicensable and royalty free basis, certain of its patented Camelina varieties, which may be used by BKRF for, among other things, growing Camelina for use at the Company’s Bakersfield renewable fuels facility and any other facility that produces, or desires to produce, biofuels using SusOils Camelina. The License Agreement also provides for a one-time intercompany license fee from BKRF to SusOils in the amount of \$2.5 million.

*Amendment to Senior Credit Agreement*

On April 9, 2024, BKRF OCB, BKRF OCP and BKRF entered into Amendment No. 14 to the Senior Credit Agreement (“Amendment No. 14”) providing for, among other things, an increase in the Tranche D loan facility of up to \$165 million.

The foregoing descriptions of the A&R Intercompany Note, Security Agreement, Revenue Sharing Agreement, License Agreement and Amendment No. 14 are qualified in their entirety by reference to such agreements, copies of which are filed herewith as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, Exhibit 10.4 and Exhibit 10.5, respectively, and incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The description in Item 1.01 above regarding the Security Agreement and Amendment No. 14, which relate to the creation of a direct financial obligation of certain of the Company and certain of its subsidiaries, is incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	<a href="#">Amended and Restated Secured Promissory Note, dated as of April 9, 2024, by and between Sustainable Oils, Inc. and BKRF OCB, LLC</a>
10.2	<a href="#">Pledge and Security Agreement, dated as April 9, 2024, by and between Global Clean Energy Holdings, Inc. and Orion Energy Partners TP Agent, LLC, as collateral agent</a>
10.3	<a href="#">Amended and Restated Revenue Sharing Agreement, dated as of April 9, 2024, by and between Sustainable Oils, Inc. and BKRF OCB, LLC</a>
10.4	<a href="#">Sustainable Oils License Agreement, dated as of April 9, 2024, by and between Sustainable Oils, Inc. and Bakersfield Renewable Fuels, LLC</a>
10.5	<a href="#">Amendment No. 14 to Credit Agreement, dated as of April 9, 2024, by and among BKRF OCB, LLC, BKRF OCP, LLC, Bakersfield Renewable Fuels, LLC, Orion Energy Partners TP Agent, LLC, in its capacity as the administrative agent, and the lenders referred to therein</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**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.

April 12, 2024

By: /s/ Wade Adkins

Wade Adkins

Chief Financial Officer

**AMENDED AND RESTATED SECURED PROMISSORY NOTE**

April 9, 2024

FOR VALUE RECEIVED, the undersigned SUSTAINABLE OILS, INC., a corporation organized and existing under the laws of Delaware (the “SusOils”), hereby promises to pay to the order of BKRF OCB, LLC, a limited liability company organized and existing under the laws of Delaware (the “BKRF”), in lawful money of the United States of America, in immediately available funds, the principal sum as set forth on Schedule I (such aggregate amount, as may be updated from time to time by BKRF, the “Principal Amount”) on the terms and conditions set forth in this amended and restated secured promissory note (this “Note”), payable as set forth herein.

WHEREAS, SusOils entered into that certain Secured Promissory Note, dated as of September 22, 2023, in favor of BKRF (the “Original Note”);

WHEREAS, Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (the “Project Company”), an affiliate of SusOils and a subsidiary of BKRF, desires to install, develop, construct, finance and operate a renewable diesel refinery to be located in Bakersfield, California (the “Project”);

WHEREAS, BKRF is party to that certain Credit Agreement, dated as of May 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among BKRF, BKRF OCP, LLC, a Delaware limited liability company, Project Company, the banks and other financial institutions and entities from time to time party thereto as lenders, Orion Energy Partners TP Agent, LLC, as administrative agent (in such capacity, the “Administrative Agent”) and Orion Energy Partners TP Agent, LLC, as collateral agent (in such capacity, the “Collateral Agent”);

WHEREAS, SusOils owns certain intellectual property for Camelina that can be used as feedstock for the production of renewable fuel and has entered into certain contracts for the procurement of Camelina;

WHEREAS, SusOils needs additional capital to remain operational and to develop and procure Camelina for use as feedstock for the production of renewable fuel at the Project;

WHEREAS, Global Clean Energy Holdings, Inc. (“GCEH”), as the owner of SusOils, has engaged advisors to help source additional capital for SusOils. Such advisors have advised GCEH that given GCEH’s financial position and capital structure, the Lenders under the Credit Agreement present the most likely, and potentially only, source of immediate funding for SusOils;

WHEREAS, in connection with such funding needs, BKRF has requested (a) the lenders under the Credit Agreement extend additional loans to BKRF under the Credit Agreement in order to fund SusOils, in each case pursuant to the approved annual operating budget of GCEH (i) pursuant to this Note and (ii) pursuant to that certain Sustainable Oils License Agreement,

dated as of the date hereof, by and between SusOils and the Project Company whereby the Project Company will receive from SusOils certain non-exclusive intellectual property licenses and rights pursuant to the terms thereof and (b) the lenders under the Credit Agreement to permit a distribution from BKRF to GCEH for purposes of contributing such amounts down to SusOils;

WHEREAS, in connection thereto, GCEH has entered into a Pledge and Security Agreement, dated as of the date hereof, with the Collateral Agent (the “GCEH Pledge Agreement”); and

WHEREAS, as consideration for the additional loans and consents contemplated in the prior recitals (and as consideration for any future loans made under the Credit Agreement, if any), the lenders under the Credit Agreement are requiring SusOils and BKRF to amend and restate the Original Note as follows.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Note, it is hereby agreed as follows:

**ARTICLE 1.  
OBLIGATION AND INTEREST**

1.1 Reference is made to that certain (i) Sustainable Oils License Agreement, dated as of May 4, 2020 (as amended, restated, amended and restated or otherwise modified from time to time, the “SusOils License Agreement”), by and among SusOils and Bakersfield Renewable Fuels, LLC (as assignee of BKRF), (ii) Credit Agreement, (iii) Pledge and Security Agreement, dated as of September 22, 2023, by and among SusOils, Global Clean Energy Holdings, Inc., and BKRF (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), (iv) Patent Security Agreement, dated as of September 22, 2023, by and between SusOils and BKRF (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) and (v) Guaranty Agreement, dated as of September 22, 2023, by and between SusOils and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty”). The parties hereto acknowledge and agree that (a) SusOils has required and continues to require cash to fund its business and operations and has requested that BKRF fund certain amounts pursuant to this Note, (b) certain previous transfers and fundings from BKRF to SusOils, in each case as listed on Schedule II, for funding various costs expenses should be reallocated as having been made pursuant to, and evidenced by, this Note, (c) certain future transfers and fundings from BKRF to SusOils (which may only be made with the consent of the Collateral Agent, in its sole discretion) should be made pursuant to, and evidenced by, this Note and (d) BKRF’s source of funds to provide the extensions of credit contemplated by this Note were proceeds of loans funded by the lenders under the Credit Agreement to BKRF.

1.2 SusOils hereby acknowledges and agrees that SusOils shall owe BKRF the Principal Amount plus interest computed in accordance with Section 1.4 (the “Note Amount”), in lawful money of the United States of America, in immediately available funds, which amount, unless sooner paid in full in accordance with Article II, shall be due and payable immediately,

without demand, and without set-off, defense or counterclaim of any kind, on August 22, 2024 (the “Maturity Date”).

1.3 To the extent BKRF makes additional advances to SusOils, BKRF may update Schedule I unilaterally to reflect such additional amounts in its sole discretion.

1.4 Interest shall accrue on the Principal Amount through the date the Note Amount is repaid in full at fifteen percent (15%) per annum, to be computed on the basis of the actual number of days elapsed (including the first day but excluding the last day) in a 360 day year. No interest shall be due and payable on the Principal Amount until the Maturity Date. Nothing in the previous sentence limits SusOils’ obligation to pay interest after any Event of Default.

1.5 The parties hereto acknowledge and agree that in the absence of the Guaranty, the lenders under the Credit Agreement would not make any additional loans under the Credit Agreement and BKRF would not have the proceeds to extend to SusOils pursuant to this Note. The Guaranty shall be presumed to be liquidated damages sustained by lenders under the Credit Agreement and the Secured Parties (as defined in the Credit Agreement) and BKRF as the result of the making of the advance hereunder and SusOils agrees that such presumption is reasonable under the circumstances currently existing. SUSOILS EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS, OR MAY PROHIBIT, THE COLLECTIONS UNDER THE GUARANTY. SusOils expressly agrees (to the fullest extent that it may lawfully do so) that: (A) its obligations under the Guaranty are reasonable and are the product of an arm’s length transaction between sophisticated business people, ably represented by counsel; (B) its obligations under the Guaranty shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between BKRF and SusOils giving specific consideration in this transaction for such agreement to have such obligations under the Guaranty; and (D) SusOils shall be estopped hereafter from claiming differently than as agreed to in this Section 1.5. SusOils expressly acknowledges that its agreement to provide the Guaranty is a material inducement to BKRF to provide the amounts advanced to BKRF by the lenders under the Credit Agreement on the date hereof.

1.6 The funds advanced hereunder shall only be used for the following purposes: (i) in respect of any funds advanced prior to the date hereof, for the limited purposes as agreed between the parties prior to the date hereof and (ii) in respect of any advances funded after the date hereof (which may only be funded in BKRF’s sole discretion, subject to approval under the Credit Agreement), for the limited purposes as agreed among BKRF, SusOils and Administrative Agent under the Credit Agreement.

**ARTICLE II.  
PREPAYMENT AND REPAYMENT**

2.1 SusOils may prepay this Note at any time, in whole or in part, without penalty or additional premium. In connection with any such prepayment, the Principal Amount and any

accrued interest on such Principal Amount, owing under this Note shall be reduced by the amount of such prepayment.

**ARTICLE III.  
EVENTS OF DEFAULT; EXERCISE OF REMEDIES.**

3.1 Events of Default. Each of the following events shall be an event of default (an “Event of Default”):

- (a) SusOils shall have failed to make a payment hereunder when due;
- (b) a Bankruptcy (as defined in the Credit Agreement) occurs with respect to SusOils or any of its subsidiaries;
- (c) an Event of Default (as defined in the Credit Agreement) occurs; and
- (d) GCEH shall fail to comply with Sections 4.16 or 4.17 of the GCEH Pledge Agreement.

3.2 Exercise of Remedies. If any Event of Default occurs and is continuing, BKRF may (i) declare all or any portion of the unpaid Principal Amount of this Note and any interest thereon to be immediately due and payable, whereupon all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived by SusOils; *provided* that, upon the occurrence of an Event of Default described in clause (b) or (c) of Section 3.1, the unpaid Principal Amount of this Note and any interest thereon shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by SusOils and (ii) take any other action to the extent permitted under applicable law, including in accordance with the Pledge and Security Agreement and the Patent Security Agreement. In addition, if any Event of Default (as defined in the Credit Agreement) occurs and is continuing, SusOils acknowledges that the Collateral Agent may have recourse against SusOils as provided under the Guaranty.

**ARTICLE IV.  
MISCELLANEOUS.**

4.1 Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon SusOils and BKRF under this Note shall be in writing and delivered by facsimile, hand delivery, overnight courier service or certified mail, return receipt requested to each party at the address set forth below (or to such other address most recently provided by such party to the other party). All such notices and communications shall be effective (a) when sent by overnight service on the business day following the deposit with such service, (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt, or (c) when delivered by hand.



If to SusOils, to:

SUSTAINABLE OILS, INC.  
2790 Skypark Drive, Suite 105  
Torrance, CA 90505  
Attention: President

If to BKRF, to:

BKRF OCB, LLC  
c/o Global Clean Energy Holdings, Inc.  
2790 Skypark Drive, Suite 105  
Torrance, CA 90505  
Attention: General Counsel

4.2 Assignment. This Note and the rights, interests or obligations hereunder may not be assigned by either SusOils or BKRF without the prior written consent of the other party; *provided* that, BKRF may, without the prior written consent of SusOils, collaterally assign, encumber or otherwise assign this Note to the Secured Parties (as defined in the Credit Agreement) and/or their agents or successors in connection with its obligations under the Credit Agreement. BKRF acknowledges that the Pledge and Security Agreement and the Patent Security Agreement may be collaterally assigned to the Secured Parties (as defined in the Credit Agreement) and/or their agents or successors in connection with its obligations under the Credit Agreement. Any purported assignment of this Note in violation of this Section shall be null and void and shall be ineffective to relieve any party of its obligations hereunder. This Note shall inure to the benefit of and be binding upon SusOils and BKRF and their respective legatees, heirs, successors and assigns of the parties.

4.3 Amendments and Waivers. No amendment, supplement or waiver of any provision of this Note, nor consent to any departure by any of the parties hereto from any provision of this Note, shall in any event be effective unless the same shall be in writing, signed by each of SusOils and BKRF. Any such amendment, supplement, waiver or consent shall be effective only in the specific instance and for the specified purpose for which given.

4.4 Governing Law. This Note and all disputes or controversies arising out of or relating to this Note or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflicts of law provisions that would result in the application of laws of a State other than the State of New York.

4.5 Counterparts; Electronic Signature. This Note may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Note by facsimile transmission or electronic transmission in “.pdf” format shall be as effective as delivery of a manually signed original. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be

signed in connection with this Note and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the parties hereto, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4.6 Third Party Beneficiaries. The parties expressly agree and acknowledge that any of the Secured Parties (as defined in the Credit Agreement) (and each of their respective successors and assigns) shall be an intended third party beneficiary of this Note, and such Secured Parties shall be entitled to assert any claims and enforce such provisions in law or in equity the same as it were party hereto. SusOils and BKRF acknowledge and agree that an Event of Default under this Note shall constitute an Event of Default under and as defined in the Credit Agreement.

4.7 Secured Obligations. This Note and SusOils's obligations hereunder are secured by the Pledge and Security Agreement and the Patent Security Agreement.

4.8 Conditions to Note. As a condition to the extensions of credit contemplated to be made hereunder:

(a) the lenders under the Credit Agreement and the Administrative Agent required BKRF to require SusOils, and BKRF in turn required SusOils, to sign the Guaranty; and

(b) BKRF is requiring that this Note is secured and in respect thereof (i) SusOils, GCEH and BKRF have executed the Pledge and Security Agreement and (ii) SusOils and BKRF have executed the Patent Security Agreement.

4.9 Amendment and Restatement. This Note amends, restates and supersedes the Original Note.

*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the undersigned has executed this Note effective as of the date first above written.

**SUSTAINABLE OILS, INC., AS SUSOILS**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Promissory Note]*

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ACKNOWLEDGED AND AGREED:

**BKRF OCB, LLC, AS BKRF**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Promissory Note]*

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## Schedule I

The Principal Amount of this Note shall be equal to:

- (1) \$15,000,000, which is equal to the sum of the advances from BKRF to SusOils on or prior to the date hereof, as listed on Schedule II, plus interest in respect thereof; minus
- (2) any amounts previously collected by the Collateral Agent pursuant to the Guaranty.

Notwithstanding anything to the contrary contained in this Note or this Schedule I, the amount that the Principal Amount set forth in clause (i) exceeds the amounts advanced by BKRF to SusOils on or prior to the date hereof, shall be treated as (i) interest, to the maximum extent permissible by applicable law and (ii) any amounts in excess thereof, as a premium (such excess amounts, the "Premium"). It is understood and agreed that if the obligations of SusOils under this Note are accelerated, otherwise become due prior to their maturity date or are due and payable on the maturity date, any Premium (in addition to interest) will also be due and payable without any further action and such Premium shall constitute part of SusOils's obligations to BKRF under this Note, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of BKRF's lost profits as a result thereof. Any Premium shall be presumed to be liquidated damages sustained by BKRF as the result of the making of the advance hereunder and SusOils agrees that such presumption is reasonable under the circumstances currently existing. The Premium shall also be payable in the event the obligations of SusOils to BKRF under this Note are satisfied or released by foreclosure (whether by power of judicial proceeding, deed in lieu of foreclosure or by any other means). SUSOILS EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS, OR MAY PROHIBIT, THE COLLECTION OF THE FOREGOING PREMIUM. SusOils expressly agrees (to the fullest extent that each may lawfully do so) that: (A) the Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between BKRF and SusOils giving specific consideration in this transaction for such agreement to pay the Premium; and (D) SusOils shall be estopped hereafter from claiming differently than as agreed to in this Schedule I. SusOils expressly acknowledges that its agreement to pay the Premium to BKRF as herein described is a material inducement to BKRF to provide the amounts advanced to BKRF hereunder.

Schedule II

Prior Fundings

	<b>Date</b>	<b>Funded Amount</b>
1.	On or prior to February 2022	\$8,200,000
2.	September 22, 2023	\$4,000,000
3.	October 27, 2023	\$1,000,000
4.	March 12, 2024	\$1,800,000
	<b>TOTAL:</b>	<b>\$15,000,000</b>

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PLEDGE AND SECURITY AGREEMENT

Dated as of April 9, 2024

between

GLOBAL CLEAN ENERGY HOLDINGS, INC.,  
as Pledgor,

and

ORION ENERGY PARTNERS TP AGENT, LLC,  
as Collateral Agent

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Schedules

Schedule I Pledged Equity Interests

## PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of April 9, 2024 (this “Agreement”), between GLOBAL CLEAN ENERGY HOLDINGS, INC., a Delaware corporation (“Pledgor” or the “Grantor”), and ORION ENERGY PARTNERS TP AGENT, LLC, as collateral agent for the Secured Parties (in such capacity, together with any successor collateral agent appointed pursuant to Section 8.01 of the Credit Agreement referred to below, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (the “Project Company”), an Affiliate of the Grantor, desires to install, develop, construct, finance and operate a renewable diesel refinery to be located in Bakersfield, California (the “Project”);

WHEREAS, in order to finance the development, construction, completion, ownership and operation of the Project on a limited recourse basis and certain other costs, fees and expenses associated therewith, BKRF OCB, LLC, a Delaware limited liability company (the “Borrower”), the Project Company and BKRF OCP, LLC, a Delaware limited liability company (“Holdings”) entered into that certain Credit Agreement, dated as of May 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the several banks and other financial institutions and entities from time to time party thereto as lenders and Orion Energy Partners TP Agent, LLC, as administrative agent (in such capacity, the “Administrative Agent”) and as Collateral Agent;

WHEREAS, Sustainable Oils, Inc., a Delaware corporation (“SusOils”), a subsidiary of the Grantor, owns certain intellectual property for Camelina that can be used as feedstock for the production of renewable fuel and has entered into certain contracts for the procurement of Camelina;

WHEREAS, SusOils needs additional capital to remain operational and to develop and procure Camelina for use as feedstock for the production of renewable fuel at the Project;

WHEREAS, Global Clean Energy Holdings, Inc. (“GCEH”), as the owner of SusOils, has engaged advisors to help source additional capital for SusOils. Such advisors have advised GCEH that given GCEH’s financial position and capital structure, the Lenders under the Credit Agreement present the most likely, and potentially only, source of immediate funding for SusOils;

WHEREAS, in connection with such funding needs, the Borrower has requested (a) the lenders under the Credit Agreement extend additional loans to the Borrower under the Credit Agreement in order to fund SusOils, in each case pursuant to the approved annual operating budget of GCEH (i) pursuant to that certain Amended and Restated Secured Promissory Note, dated as of the date hereof, by SusOils in favor of the Borrower and (ii) pursuant to that certain Sustainable Oils License Agreement, dated as of the date hereof, by and between SusOils and the Project Company whereby the Project Company will receive from SusOils certain intellectual property licenses and rights pursuant to the terms thereof and (b) the lenders under the Credit Agreement to permit a distribution from the Borrower to the Grantor for purposes of contributing such amounts down to SusOils;

WHEREAS, as consideration for the additional loans and consents contemplated in the prior recital (and as consideration for any future loans made under the Credit Agreement, if any), the lenders

under the Credit Agreement are requiring the Borrower to cause Pledgor, as the indirect owner of a majority of the equity interests in the Borrower and as direct owner of the equity interests in SusOils, as an Affiliate of both the Borrower and SusOils, to provide the grants of security interests contemplated herein, with such Liens being released once the principal balance of the Loans under the Credit Agreement is below certain thresholds as further specified herein;

WHEREAS, the Grantor derives significant benefit from the construction of the Project as an indirect owner and/or Affiliate of the Borrower, the Project Company and SusOils and will derive significant benefit from the permitted distribution contemplated in the prior recitals;

WHEREAS, in order to support the loans to fund SusOils, and as a result of the benefits to the Grantor contemplated by the prior recital, the Grantor is granting a security interest in the Collateral (as defined herein) pursuant to this Agreement to the Collateral Agent for the benefit of the Secured Parties; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **A G R E E M E N T:**

### **ARTICLE I DEFINITIONS**

Section 1.01 Defined Terms. Each capitalized term used and not otherwise defined herein (including the introductory paragraph and recitals) shall have the meaning assigned to such term (whether directly or by reference to another agreement or document) in the Credit Agreement. In addition to the terms defined in the Credit Agreement, the following terms shall have the meanings specified below:

“Administrative Agent” shall have the meaning given to such term in the recitals to this Agreement.

“Agreement” shall have the meaning given to such term in the introductory paragraph of this agreement.

“Borrower” shall have the meaning given to such term in the recitals to this Agreement.

“Collateral” shall have the meaning given to such term in Section 3.01(a).

“Collateral Agent” shall have the meaning given to such term in the introductory paragraph of this Agreement.

“Credit Agreement” shall have the meaning given to such term in the recitals to this Agreement.

“Discharge of Secured Obligations” shall mean (a) payment in full in cash of (i) the outstanding principal amount of Loans, (ii) interest (including, without limitation, interest accruing at the then applicable rate provided in the applicable Secured Obligation Document after the maturity of the Loans or other relevant Secured Obligations and interest accruing after the filing of any Bankruptcy) and (iii) premium (including any Prepayment Premium), if any, on all Indebtedness outstanding under the

Secured Obligation Documents, (b) the termination or expiration of all Commitments, if any, to extend credit that would constitute Secured Obligations and (c) payment in full in cash of all other Secured Obligations that are then due and payable or otherwise accrued, and full and final payment and discharge of all other outstanding Secured Obligations, whether or not then due and payable (other than any inchoate indemnity obligations that expressly survive the termination of the underlying Secured Obligation Documents).

“Excluded Assets” shall mean any property to the extent that a grant of a security interest in such property is prohibited by any Legal Requirements of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Legal Requirements or is prohibited by, or constitutes a breach or default under or results in the termination of, or grants any Person (other than any Grantor) the right to terminate its obligations thereunder, or constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, or requires any consent not obtained under, any lease, contract, permit, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Legal Requirements or the term in such lease, contract, permit, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law (including, without limitation, pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC); provided that any such property shall constitute an Excluded Asset only to the extent and for so long as the consequences specified above shall exist and shall cease to be an Excluded Asset and shall become subject to the Lien of this Agreement immediately and automatically, at such time as such consequence shall no longer exist.

“Financing Statements” shall mean all financing statements, continuation statements, recordings, filings or other instruments of registration necessary or appropriate to perfect a Lien by filing in any appropriate filing or recording office in accordance with the UCC or any other relevant applicable law.

“Fundamental Event of Default” shall mean the occurrence of an Event of Default pursuant to Section 7.01(a), 7.01(b), 7.01(f) or 7.01(r) of the Credit Agreement.

“Grantor” shall have the meaning given to such term in the introductory paragraph of this Agreement.

“Holdings” shall have the meaning given to such term in the recitals of this Agreement.

“Investment Property” shall mean the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the UCC, (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests; and (iii) whether or not constituting “investment property” as so defined, all Capital Stock owned by the Grantor, (together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, the Grantor while this Agreement is in effect).

“Issuers” shall mean each Person that is the issuer of any Pledged Equity Interest.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Pledged Equity Interests” shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and any other participation or interests in any equity or profits of any business entity including, without limitation, any trust and all management rights relating to any entity whose equity interests are included as Pledged Equity Interests.

“Pledged LLC Interests” shall mean all interests in any limited liability company and each series thereof including, without limitation, all limited liability company interests listed on Schedule I under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time), in each case, together with the certificates, if any, representing such limited liability company interests and any interest of the Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and all rights as a member of the related limited liability company.

“Pledged Partnership Interests” shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule I under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of the Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and all rights as a partner of the related partnership.

“Pledged Stock” shall mean all shares of capital stock described on Schedule I under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), in each case, together with the certificates, if any, representing such shares and any interest of the Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

“Pledgor” shall have the meaning given to such term in the introductory paragraph of this Agreement.

“Proceeds” shall mean all “proceeds” as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property and any other Collateral, collections thereon or distributions or payments with respect thereto, and whatever is receivable or received when Collateral or proceeds are sold, leased, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“Project” shall have the meaning given to such term in the recitals of this Agreement.

“Project Company” shall have the meaning given to such term in the recitals of this Agreement.

“Secured Obligation Documents” shall mean, collectively (without duplication), the Financing Documents and any other agreement, document or instrument providing for or evidencing Secured Obligations.

“Secured Obligations” shall have the meaning given to the term “Obligations” under the Credit Agreement.

“Secured Parties” shall mean, collectively, the Agents, the Lenders and each other holder of Secured Obligations (or agent or representative therefor).

“Securities Act” shall mean the Securities Act of 1933, as amended.

“SusOils” shall have the meaning given to such term in the introductory paragraph of this Agreement.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided that, at any time, if by reason of mandatory provisions of law, any or all of the perfection, effect of perfection or priority of the Collateral Agent’s security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

Section 1.02 Rules of Interpretation. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the rules of interpretation set forth in Section 1.02 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis, as if fully set forth herein.

Section 1.03 UCC Definitions. All terms defined in the UCC shall have the respective meanings given to those terms in the UCC, except where the context otherwise requires, including the following terms: Certificated Security, Security, and Supporting Obligations.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

The Grantor represents and warrants to the Collateral Agent, for the benefit of the Secured Parties, as of the date hereof, as follows, which representations and warranties shall survive the execution and delivery of this Agreement:

Section 2.01 Reserved.

Section 2.02 Location; Records. (a) The place of business or, if there is more than one place of business, the chief executive office of the Grantor is located at the Grantor’s address as set forth below, and, to the actual knowledge of the Grantor, Grantor does not have any books and records concerning the Collateral at any location other than (i) at such address or (ii) at the Project.

2790 Skypark Drive, Suite 105

Torrance, CA 90505

(b) The Grantor is duly organized as a Delaware corporation and is not organized under the laws of any other jurisdiction.

Section 2.03 Collateral Identification, Special Collateral. All Pledged Equity Interests owned by the Grantor are listed on Schedule I hereto.

Section 2.04 Certificated Securities and Instruments. The Grantor has delivered to the Collateral Agent, on the date hereof, without exception, all Collateral that is represented by Certificated Securities.

Section 2.05 Changes in Circumstances. The Grantor has not, within the period of one year prior to the date hereof, (i) changed its jurisdiction of formation, (ii) changed its name or (iii) become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC).

Section 2.06 Pledged Equity Interests, Investment Property.

(a) The Grantor is the record and beneficial owner of the applicable Pledged Equity Interests free of all Liens, rights or claims of other Persons and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

(b) No consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof except such as have been obtained or cannot be obtained after such exercise of such commercially reasonable efforts.

(c) All of the Securities in Agribody Technologies, Inc. that are pledged by the Grantor hereunder constitute a "security" under Section 8-102 of the UCC and a Certificated Security. The Grantor has delivered all Certificated Securities constituting Collateral held by the Grantor on the date hereof to the Collateral Agent together with duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Collateral Agent.

### **ARTICLE III COLLATERAL**

Section 3.01 Grants of Security Interests in Collateral.

(a) Pledgor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as

collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i) all Pledged Equity Interests;

(ii) all books and records pertaining to the Collateral; and

(iii) to the extent not otherwise included above, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that in no event shall the Collateral include any Excluded Assets.

(b) Certain Limitations. Notwithstanding any of the other provisions set forth in this Article III or any other Secured Obligation Document to the contrary, this Agreement shall not, at any time, constitute a grant of a Lien on any property that is, at such time, an Excluded Asset. Except as expressly provided herein, the Grantor shall not be required to take any action intended to cause any Excluded Assets to constitute Collateral, and none of the covenants or representations and warranties herein shall be deemed to apply to any property constituting Excluded Assets.

(c) Security for Secured Obligations. This Agreement, and the Liens granted and created herein in the Collateral, secure the payment and the performance of all Secured Obligations now or hereafter in effect, whether direct or indirect, absolute or contingent, and including all amounts that constitute part of the Secured Obligations and would be owed by the Grantor but for the fact that they are unenforceable or not allowed due to a pending Bankruptcy.

#### Section 3.02 Performance of Obligations.

(a) Notwithstanding anything herein to the contrary, (i) the Grantor shall remain liable for all obligations under and in respect of the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any other Secured Party, and (ii) the exercise by the Collateral Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

(b) Notwithstanding anything herein to the contrary, the exercise by the Collateral Agent or the other Secured Parties (or any of their respective directors, officers, employees, affiliates or agents) of any of their rights, remedies or powers hereunder shall not release the Grantor from any of its duties or obligations hereunder.

#### Section 3.03 Pledged Equity Interests, Investment Property.

(a) In the event the Grantor receives any dividends, interest or distributions on any Pledged Equity Interest or other Investment Property constituting Collateral, upon the merger, consolidation, liquidation or dissolution of any issuer of any Pledged Equity Interest or Investment Property constituting Collateral, then (i) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (ii) the Grantor shall immediately take all steps, if any, necessary to ensure the validity, perfection, priority and, if applicable, Control of the Collateral Agent over such Investment



Property constituting Collateral (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action the Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, securities or other property from all other property of the Grantor.

(b) Voting.

(i) So long as no Fundamental Event of Default shall have occurred and be continuing, except as otherwise provided under the covenants and agreements relating to Investment Property constituting Collateral in this Agreement or elsewhere herein or in the Secured Obligation Documents, the Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Property constituting Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Secured Obligation Documents; and

(ii) Upon the occurrence and during the continuation of a Fundamental Event of Default and subject to the terms of the Credit Agreement, and after notice thereof from the Collateral Agent to the Grantor of the Collateral Agent's intent to exercise its rights under this Section 3.03(b) (it being acknowledged and agreed that the Collateral Agent shall not be required to deliver any such notice if the Grantor is the subject of a Bankruptcy):

A. all rights of the Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights;

B. in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) the Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) the Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 4.14; and

C. except as expressly permitted by the Secured Obligation Documents, without the prior written consent of the Collateral Agent, it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in Collateral in which such new debtor has or acquires rights; (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder; and (iii) the Grantor promptly complies with the delivery and Control requirements of Article IV hereof.

**ARTICLE IV  
CERTAIN ASSURANCES; REMEDIES**

In furtherance of the grant of the Liens on the Collateral pursuant to Section 3.01, the Grantor agrees with the Collateral Agent (for the benefit of the Secured Parties) as follows:

Section 4.01 Delivery and Other Perfection Activities.

(a) the Grantor shall maintain the Liens created by this Agreement as a perfected security interest and, at the sole cost and expense of the Grantor, give, execute, deliver, file and/or record any Financing Statement (x) to create, preserve, perfect or validate and maintain the Liens granted pursuant hereto or (y) to enable the Collateral Agent to exercise and enforce its rights hereunder with respect to such Liens;

(b) the Grantor shall upon request of the Collateral Agent upon the occurrence and during the continuation of any Fundamental Event of Default, furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the assets and properties of the Grantor and such other reports in connection therewith that the Collateral Agent may reasonably request, all in reasonable detail, with respect to the Collateral; and

(c) the Grantor shall at all times cause the Pledged Equity Interests owned by the Grantor and listed as “Certificated” on Schedule I to be Certificated Securities and to be delivered to the Collateral Agent.

(d) within 60 days of the date hereof, the Grantor shall (a) (i) cause Camelina Co. España, S.L. to deliver a Spanish law deed (*póliza*), registered in the relevant ownership deed and in the shareholders’ registry book (*libro registro de socios*), (ii) deliver an irrevocable power of attorney in favor of the Collateral Agent and documented in a public deed (*escritura*) before a notary public in Spain, in each case in form and substance reasonably satisfactory to the Collateral Agent and (iii) deliver evidence that all notary public and other fees and expenses related to such documents in clauses (i) and (ii) have been paid and (b) promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all other instruments and documents as the Collateral Agent may reasonably request in respect of the Pledged Equity Interests in Camelina Co. España, S.L.

Section 4.02 [Reserved].

Section 4.03 [Reserved].

Section 4.04 Other Financing Statements and Liens. Without the prior written consent of the Collateral Agent (acting at the direction of the Secured Parties or otherwise in accordance with the Credit Agreement), the Grantor shall not file or authorize to be filed in any jurisdiction, any effective Financing Statement or like instrument with respect to the Collateral in which the Collateral Agent is not named as the sole secured party for the benefit of the Secured Parties.

Section 4.05 Preservation of Rights. The Collateral Agent shall not be required to take any steps to preserve any rights against prior parties to any of the Collateral.

Section 4.06 Special Provisions Relating to Certain Collateral.

(a) Adverse Claims. The Grantor shall defend, all at its own cost and expense, the Grantor's title and the existence and perfection of the Collateral Agent's (for the benefit of the Secured Parties) security interests in the Collateral against all adverse claims.

#### Section 4.07 Custody and Preservation.

(a) Subject to applicable law, the Collateral Agent's obligation to use reasonable care in the custody and preservation of the Collateral shall be satisfied if it uses the same care as it uses in the custody and preservation of its own property. Beyond the exercise of reasonable care in the custody thereof, the Collateral Agent shall have no duty as to any of the Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto, and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral.

(b) The Collateral Agent shall not be responsible for (i) the existence, genuineness or value of any of the Collateral, (ii) the validity, perfection or enforceability of the Liens on any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence or willful misconduct on the part of the Collateral Agent, (iii) the validity or sufficiency of the Collateral or any agreement or assignment contained therein, (iv) the validity of the title of the Grantor to the Collateral, (v) insuring the Collateral, (vi) the payment of taxes, charges, assessments or Liens upon the Collateral or (vii) any other maintenance of the Collateral.

Section 4.08 Rights to Preserve and Protect. After the occurrence and during the continuation of a Fundamental Event of Default and subject to the terms of the Credit Agreement, the Collateral Agent (acting at the direction of the Secured Parties or otherwise in accordance with the Credit Agreement) may, but shall not be obligated to, pay or secure payment of any overdue Tax (as defined in the Credit Agreement) or other claim that may be secured by or result in a Lien on any Collateral. After the occurrence and during the continuation of a Fundamental Event of Default and subject to the terms of the Credit Agreement, the Collateral Agent (acting at the direction of the Secured Parties or otherwise in accordance with the Credit Agreement) may, but shall not be obligated to, do or cause to be done any other thing that is necessary or desirable to preserve, protect or maintain the Collateral. The Grantor shall promptly reimburse the Collateral Agent or any other Secured Party for any reasonable and documented out-of-pocket payment or expense (including reasonable and documented fees and expenses of external counsel) that the Collateral Agent or such other Secured Party may incur pursuant to this Section 4.08.

#### Section 4.09 Remedies Generally.

(a) Upon the occurrence and during the continuation of a Fundamental Event of Default:

(i) the Grantor shall, at the request of the Collateral Agent, assemble movable Collateral owned by it (and not otherwise in the possession of the Collateral Agent), if any, at such place or places, reasonably convenient to both the Collateral Agent and the Grantor, designated in such request;

(ii) the Collateral Agent (acting at the direction of the Secured Parties or otherwise in accordance with the Credit Agreement) may (but shall not be obligated to), without notice to the Grantor (except as required by applicable law) and at such times as the Collateral Agent in its sole

judgment may determine, exercise any or all of the Grantor's rights in, to and under, or in any way connected to, the Collateral, and the Collateral Agent shall otherwise have and may (but shall not be obligated to) exercise all of the rights, powers, privileges and remedies with respect to the Collateral of a secured party under the UCC (whether or not the UCC is in effect in the jurisdiction where the rights, powers, privileges and remedies are asserted) and such additional rights, powers, privileges and remedies to which a secured party is entitled under the laws or equity in effect in any jurisdiction where any rights, powers, privileges and remedies hereunder may be asserted, including the right, to the maximum extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Collateral Agent were the sole and absolute owner thereof (and the Grantor agrees to take all such action as may be appropriate to give effect to such right);

(iii) the Collateral Agent may (but shall not be obligated to) make any reasonable compromise or settlement it deems desirable with respect to any of the Collateral and may (but shall not be obligated to) extend the time of payment, arrange for payment in installments, or otherwise modify the terms, of all or any part of the Collateral;

(iv) the Collateral Agent may (but shall not be obligated to), in its name or in the name of the Grantor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral;

(v) the Collateral Agent may (but shall not be obligated to) sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places as the Secured Parties deem reasonable, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required by applicable statute and cannot be waived). If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Collateral Agent or any other Secured Party or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the maximum extent permitted by applicable law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Grantor, any such demand, notice and right or equity being hereby expressly waived and released to the maximum extent permitted by applicable law. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned; and

(vi) the Collateral Agent may (but shall not be obligated to), to the full extent provided by law, have a court having jurisdiction appoint a receiver, which receiver shall take charge and possession of and protect, preserve and replace the Collateral or any part thereof, and manage and operate the same, and receive and collect all income, receipts, royalties, revenues, issues and profits therefrom (it being agreed that the Grantor irrevocably consents and shall be deemed to have hereby irrevocably consented to the appointment thereof, and upon such appointment, it shall immediately deliver possession of such Collateral to such receiver).

(b) The proceeds of each collection, sale or other disposition under this Agreement shall be applied in accordance with Section 4.13.

(c) Subject to the terms of the Credit Agreement, the Grantor recognizes that, if a Fundamental Event of Default shall have occurred and be continuing, the Collateral Agent may elect to sell all or any part of the Collateral to one or more purchasers in privately negotiated transactions in which the purchasers will be obligated to agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Grantor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale (including a public offering made pursuant to a registration statement under the Securities Act) and the Grantor and the Collateral Agent agree that such private sales shall be made in a commercially reasonable manner and that the Collateral Agent has no obligation to engage in public sales and no obligation to delay sale of any Collateral to permit the issuer thereof to register the Collateral for a form of public sale requiring registration under the Securities Act. If the Secured Parties exercise their right to sell any or all of the Collateral, upon written request, the Grantor shall, from time to time, furnish to the Collateral Agent all such information as is necessary in order to determine the Collateral and any other instruments included in the Collateral which may be sold by the Collateral Agent as exempt transactions under the Securities Act and rules of the United States Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(d) The Collateral Agent shall within a reasonable period of time thereafter give the Grantor notice of any action taken under this Section 4.09; provided, however, that (i) failure to give such notice shall have no effect on the rights of the Collateral Agent hereunder and (ii) the Collateral Agent shall not be required to deliver any such notice if the Grantor is the subject of a Bankruptcy or if the delivery of such notice is otherwise prohibited by applicable law.

Section 4.10 [Reserved].

Section 4.11 Change of Name or Location. Without prior written notice to the Collateral Agent, Grantor shall not change its organizational name from the name shown on the signature pages hereto or its jurisdiction of formation from the State of Delaware. The Grantor shall not effect any such name change or change in jurisdiction of organization until all necessary steps have been taken to maintain the perfection and priority of the Liens granted herein.

Section 4.12 Private Sale. The Collateral Agent and the other Secured Parties shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 4.09 conducted in a commercially reasonable manner. Subject to and without limitation of the preceding sentence, the Grantor hereby waives, to the maximum extent permitted under applicable law, any claims against the Collateral Agent or any other Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale to an unrelated third party was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

Section 4.13 Application of Proceeds.

(a) Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Collateral Agent under this Article IV with respect to the Collateral, shall be held by the Collateral Agent as Collateral hereunder and shall be applied by the Collateral Agent to the Secured Obligations in accordance with the terms of the Credit Agreement.

(b) [Reserved].

(c) Purchase of Collateral. The Collateral Agent or any other Secured Party may be a purchaser of the Collateral or any part thereof or any right or interest therein at any sale thereof, whether pursuant to foreclosure, power of sale or otherwise hereunder and the Collateral Agent may apply the purchase price to the payment of the applicable Secured Obligations. Any purchaser of all or any part of the Collateral shall, upon any such purchase, acquire good title to the Collateral so purchased, free of the Liens created by this Agreement.

Section 4.14 Attorney-in-Fact.

(a) Without limiting any rights or powers granted by this Agreement to the Collateral Agent, the Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, at the Grantor's sole cost and expense, for the purpose of carrying out the provisions of this Agreement upon the occurrence and during the continuation of a Fundamental Event of Default, or otherwise as contemplated by Section 4.06 and Section 5.01, to (a) take any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the terms of this Agreement, (b) preserve the validity and perfection of the Liens granted by this Agreement and (c) exercise its rights, remedies, powers and privileges under this Agreement. This appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Grantor hereby gives the Collateral Agent the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, upon the occurrence and during the continuation of a Fundamental Event of Default (or as otherwise provided in Section 4.06 or Section 5.01), to:

(i) ask, demand, collect, sue for, recover, receive and give receipt and discharge for amounts due and to become due under and in respect of all or any part of the Collateral,

(ii) file any claims or take any other action that the Collateral Agent may deem necessary or advisable for the collection of all or any part of the Collateral,

(iii) execute, in connection with any sale or disposition of the Collateral under this Agreement, any endorsements, assignments, bills of sale or other instruments of conveyance or transfer with respect to all or any part of the Collateral,

(iv) pay or discharge Taxes and Liens levied or placed on or threatened against the Collateral (other than a Lien of the type referenced in clause (a)(i) of the definition of Permitted Lien), effect any repair or pay or discharge any insurance called for by the terms of this Agreement or the other Secured Obligation Documents (including all or any part of the premiums therefor and the costs thereof),

(v) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct,

(vi) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice or other document in connection with any Collateral,

(vii) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral,

(viii) defend any suit, action or proceeding brought against the Grantor with respect to any Collateral,

(ix) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate, and

(x) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and the expense of the Grantor, at any time, or from time to time, all acts and things that the Collateral Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the other Secured Parties' Liens thereon and to effect the terms of this Agreement, all as fully and effectively as the Grantor might do.

(b) The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof, in each case pursuant to the powers granted hereunder. Upon the occurrence and during the continuation of a Fundamental Event of Default (or as otherwise provided in Section 4.06 or Section 5.01), the Grantor hereby acknowledges and agrees that the Collateral Agent shall have no fiduciary duties to the Grantor in acting pursuant to this power of attorney and the Grantor hereby waive any claims or rights of a beneficiary of a fiduciary relationship hereunder.

Section 4.15 Perfection. The Grantor authorizes the Collateral Agent to file (but the Collateral Agent shall not be so obligated to file) such Financing Statements in such offices as are or shall be necessary or as the Collateral Agent may determine to be appropriate to create and perfect the Liens granted by this Agreement in any and all of the Collateral, to preserve the validity or perfection of the Liens granted by this Agreement in any and all of the Collateral or to enable the Collateral Agent to exercise its remedies, rights, powers and privileges under this Agreement. Such Financing Statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes the Collateral in any other manner as the Collateral Agent may determine, as directed by the Administrative Agent, is necessary, advisable or prudent to ensure the perfection of the security interests in the Collateral granted to the Collateral Agent hereunder. Copies of any such Financing Statement or amendment thereto shall promptly be delivered to the Grantor.

Section 4.16 Dispositions; Distributions; Release of Liens; Line of Business.

(a) (i) Grantor shall not dispose of any Collateral without the prior written consent of the Collateral Agent, and (ii) Grantor shall not permit any Issuer to dispose of any assets (including, for the avoidance of doubt, any license or sub-license of intellectual property assets), except inventory in the ordinary course of business, without the prior written consent of the Collateral Agent.

(b) (i) Grantor shall not require or permit any distributions from the Issuers on any Pledged Equity Interests or other Investment Property constituting Collateral without the prior written consent of the Collateral Agent and (ii) to the extent any such distributions are made in contravention of clause (i) above, Grantor shall contribute such funds to the Borrower or Project Company as promptly as reasonably possible and in any event within one (1) Business Day of the receipt of such funds; provided that, for the

avoidance of doubt, the foregoing shall not restrict cash distributions by the Issuers to the Grantor in the ordinary course of business.

(c) Upon the release of all of the Collateral Agent's Liens on all of the Collateral pursuant to Section 5.19, this Agreement and all obligations (other than those expressly stated to survive such termination) of the Grantor shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall automatically revert to the Grantor, and the Collateral Agent shall (at the written request and sole cost and expense of the Grantor) promptly cause to be transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Grantor and to be released and cancelled all licenses and rights referred to in Section 4.06 and take any and all such actions as set forth in Section 5.19.

(d) Grantor shall not permit its direct and indirect Subsidiaries to conduct any activity or business which is substantially similar to the activities or business of Agribody Technologies, Inc., and/or Camelina Co. España, S.L. or Global Clean Renewable (Argentina) S.R.L. as of the date hereof, in each case without the written consent of the Collateral Agent, except as conducted by (i) the Issuers and any Subsidiaries thereof, (ii) the Loan Parties, (iii) SusOils and (iv) GCE Operating, in the case of each of clauses (i) through (iv) above, in the manner such business is conducted for those companies as of the date hereof.

#### Section 4.17 Operating Budgets.

(a) (i) in respect of the 2024 fiscal year of the Issuers and SusOils, as of the date hereof and (ii) no later than sixty (60) days before the commencement of each fiscal year of the Issuers and SusOils thereafter, Grantor shall submit to the Collateral Agent a draft of its proposed annual operating budget for each of the Issuers and SusOils (each, an "Operating Budget"). Any such Operating Budget submitted by Grantor pursuant to this Section 4.17(a) shall not be effective until approved by the Collateral Agent in accordance with Section 4.17(b) below. Grantor shall not permit any Issuer or SusOils to materially deviate from the Operating Budget without the prior written consent of the Collateral Agent (in its sole discretion). An Operating Budget for the 2024 fiscal year must be approved in accordance with Section 4.17(b) on or before thirty (30) days after the date hereof.

(b) Each Operating Budget delivered pursuant to Section 4.17(a) shall not be effective until approved by the Collateral Agent (in its sole discretion). The Operating Budget will be deemed to be approved unless the Collateral Agent objects in writing to such Operating Budget within twenty (20) days of receipt thereof. In the event that, pursuant to the immediately preceding sentence, the Operating Budget for each fiscal year after 2024 is not approved by the Collateral Agent (which approval shall not be unreasonably withheld, conditioned, or delayed) or Grantor has not submitted a proposed Operating Budget in accordance with Section 4.17(a)(ii), the Operating Budget for the immediately preceding fiscal year shall apply for such Issuer or SusOils, as applicable, until the Operating Budget for the then current fiscal year is approved. Copies of each final Operating Budget adopted shall be furnished to the Administrative Agent promptly upon its adoption.

## ARTICLE V MISCELLANEOUS

Section 5.01 Collateral Agent's Right to Perform on any Grantor's Behalf. If the Grantor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or



performed by it under this Agreement, the Collateral Agent (pursuant to an act of the Secured Parties in accordance with the Credit Agreement) may (but shall not be obligated to), upon reasonable notice to the Grantor, cause such terms, conditions, covenants and agreements to be done or performed or observed by experts, agents or attorneys, with reasonable care at the sole cost and expense of the Grantor, either in the Collateral Agent's name or in the name and on behalf of the Grantor, and the Grantor hereby authorize the Collateral Agent so to do.

Section 5.02 **Waivers of Rights Inhibiting Enforcement.** The Grantor hereby waives, to the maximum extent permitted by applicable law:

(a) any claim that, as to any part of the Collateral, a public sale is, in and of itself, not a commercially reasonable method of sale for the Collateral;

(b) the right to assert in any action or proceeding between it and the Collateral Agent any offsets or counterclaims that it may have;

(c) except as otherwise provided in this Agreement, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH THE COLLATERAL AGENT'S TAKING POSSESSION OF, OR DISPOSITION OF, ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT THE GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF THE COLLATERAL AGENT'S RIGHTS HEREUNDER;

(d) all rights of redemption, appraisal, valuation, stay and extension or moratorium; and

(e) all other rights the exercise of which would, directly or indirectly, prevent, delay or inhibit the enforcement of any of the rights or remedies of the Collateral Agent and the other Secured Parties under this Agreement or the absolute sale of the Collateral, now or hereafter in force under any applicable law, and the Grantor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws and rights.

Section 5.03 **No Waiver: Remedies Cumulative.** No failure on the part of the Collateral Agent, any other Secured Party or any of such Person's agents to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise by the Collateral Agent, any other Secured Party or any of such Person's agents of any right, power or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein or in any other Secured Obligation Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Collateral Agent or any other Secured Party would otherwise have. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Collateral Agent or any other Secured Party to any other or further action in any circumstances without notice or demand.

Section 5.04 **Notices.** All notices, requests and other communications provided for herein (including any modifications of, or waivers or consents under, this Agreement) shall be given or made in writing in the manner set out in Section 10.01 of the Credit Agreement. Unless otherwise so changed in accordance with the Credit Agreement by the respective parties hereto, all notices, requests and other

communications to each party hereto shall be sent to the address of such party set forth in Section 10.01 to the Credit Agreement (in the case of the Collateral Agent) or the following (in the case of the Grantor):

Global Clean Energy Holdings, Inc.  
2790 Skypark Drive, Suite 105  
Torrance, CA 90505  
Attention: General Counsel

Section 5.05 Amendments, Etc. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by the Grantor and the Collateral Agent and only to the extent permitted under the Credit Agreement. Any such amendment, supplement, modification or waiver shall be binding upon the Collateral Agent, the Secured Parties and the Grantor. Any waiver shall be effective only in the specific instance and for the specified purpose for which it was given.

Section 5.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that (a) the Grantor shall not assign or transfer any of its rights or interests in or under this Agreement or delegate any of its obligations under this Agreement without the prior written consent of the Collateral Agent (acting at the direction of an act of the Secured Parties and otherwise in accordance with the Credit Agreement), (b) the Collateral Agent shall only transfer or assign its rights under this Agreement in connection with a resignation or removal of such Person from its capacity as “Collateral Agent” in accordance with the terms of this Agreement and the Credit Agreement and (c) the Collateral Agent may delegate certain of its responsibilities and powers under this Agreement as contemplated by Section 5.10 below and Section 10.04 the Credit Agreement.

Section 5.07 Survival; Reliance. The representations and warranties of the Grantor set out in this Agreement or contained in any documents delivered to the Collateral Agent or any other Secured Party pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties in entering into the Secured Obligation Documents and extending the credit or otherwise performing the transactions thereunder, notwithstanding any investigation on their respective parts.

Section 5.08 Effectiveness; Continuing Nature of this Agreement. This Agreement shall become effective when executed and delivered by the parties hereto. This is a continuing agreement and any Secured Party may continue, at any time and without notice to any other Person, to extend credit and other financial accommodations and lend monies to or for the benefit of the Grantor constituting Secured Obligations in reliance hereof. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Bankruptcy. All references to the Grantor shall include such Grantor as debtor and debtor-in-possession and any receiver or trustee for such Grantor (as the case may be) in any Bankruptcy.

Section 5.09 Entire Agreement. This Agreement constitutes the entire contract between the parties relative to the subject matter hereof. Any previous agreement among or representations from the parties or their Affiliates with respect to the subject matter hereof is superseded by this Agreement.

Section 5.10 Agents, Etc. The Collateral Agent may employ agents, experts and attorneys-in-fact in connection herewith in accordance with the terms hereof and the Credit Agreement.

Section 5.11 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or obligations contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or

unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 5.12 Counterparts; Electronic Signatures. This Agreement may be executed in two or more of counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective when executed and delivered by each Person intended to be a party hereto. Delivery of an executed counterpart to this Agreement by facsimile or scanned electronic transmission shall be as effective as delivery of a manually signed original. The words “execute,” “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5.13 Headings. Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 5.14 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY DISPUTE OF CLAIMS ARISING IN CONNECTION HERewith SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 5.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.15.

Section 5.16 Jurisdiction; Consent To Service Of Process. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of such New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such federal court. Each of the parties hereto further irrevocably consents to the service of process in any action or proceeding in such courts by the mailing thereof by any parties thereto by registered or certified mail, postage prepaid, to the applicable party at the address specified for such party in Section 5.04. Each of the parties hereto

agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(a) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any such New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 5.17 Specific Performance. The Collateral Agent may demand specific performance of this Agreement. The Collateral Agent and the Grantor hereby irrevocably waive any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the Collateral Agent or any other Secured Parties.

Section 5.18 Security Interest Absolute. To the maximum extent permitted by applicable law, the rights and remedies of the Collateral Agent hereunder, the Liens created hereby, and the obligations of the Grantor under this Agreement are absolute, irrevocable and unconditional and will remain in full force and effect without regard to, and will not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever (other than termination pursuant to Section 5.19), including:

(a) any renewal, extension, amendment or modification of, or addition or supplement to or deletion from, any of the Secured Obligation Documents or any other instrument or agreement referred to therein, or any assignment or transfer of any thereof;

(b) any waiver of, consent to or departure from, extension, indulgence or other action or inaction under or in respect of any of the Secured Obligations, this Agreement, any other Secured Obligation Document or other instrument or agreement relating thereto, or any exercise or non-exercise of any right, remedy, power or privilege under or in respect of the Secured Obligations, this Agreement, any other Secured Obligation Document or any such other instrument or agreement relating thereto;

(c) any furnishing of any additional security for the Secured Obligations or any part thereof to the Collateral Agent or any other Person or any acceptance thereof by the Collateral Agent or any other Person or any substitution, sale, exchange, release, surrender or realization of or upon any such security by the Collateral Agent or any other Person or the failure to create, preserve, validate, perfect or protect any other Lien granted to, or purported to be granted to, or in favor of, the Collateral Agent or any other Secured Party;

(d) any invalidity, irregularity or unenforceability of all or any part of the Secured Obligations, any other Secured Obligation Document or any other agreement or instrument relating thereto or any security therefor;

(e) the acceleration of the maturity of any of the Secured Obligations or any other modification of the time of payment thereof;

(f) any judicial or nonjudicial foreclosure or sale of, or other election of remedies with respect to, any interest in real property or other collateral serving as security for all or any part of the Secured Obligations, even though such foreclosure, sale or election of remedies may impair the subrogation rights of the Grantor or may preclude the Grantor from obtaining reimbursement,

contribution, indemnification or other recovery and even though the Grantor may or may not, as a result of such foreclosure, sale or election of remedies, be liable for any deficiency;

(g) any act or omission of the Collateral Agent or any other Person (other than payment of the Secured Obligations) that directly or indirectly results in or aids the discharge or release of the Grantor or any part of the Secured Obligations or any security or guarantee (including any letter of credit) for all or any part of the Secured Obligations by operation of law or otherwise;

(h) the election by the Collateral Agent, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b) (2) of the U.S. Bankruptcy Code;

(i) any extension of credit or the grant of any Lien under Section 364 of the U.S. Bankruptcy Code;

(j) any use of cash collateral under Section 363 of the U.S. Bankruptcy Code;

(k) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person;

(l) the avoidance of any Lien in favor of the Collateral Agent for any reason;

(m) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any part of the Secured Obligations (or any interest on all or any part of the Secured Obligations) in or as a result of any such proceeding; or

(n) any other event or circumstance whatsoever which might otherwise constitute a legal or equitable discharge of a surety or a guarantor, it being the intent of this Section 5.18 that the obligations of the Grantor hereunder shall be absolute, irrevocable and unconditional under any and all circumstances.

Section 5.19 Termination; Release. Upon the earlier of (x) the Discharge of Secured Obligations and (y) the date on which the principal balance of all Loans outstanding under the Credit Agreement is below (1) if prior to June 30, 2025, \$300,000,000 and (2) on and after June 30, 2025, \$200,000,000, and subject to Section 5.20, the Collateral Agent, at the sole cost and expense of the Grantor, (a) shall execute and deliver all such documentation, UCC termination statements and instruments as are necessary to release the Liens created pursuant to this Agreement and to terminate this Agreement, (b) upon written notice to the Collateral Agent, authorizes the Grantor to prepare and file UCC termination statements terminating all of the Financing Statements filed in connection herewith and (c) agrees, at the request of the Grantor, to furnish, execute and deliver such documents, instruments, certificates, notices or further assurances as the Grantor may reasonably request as necessary or desirable to effect such termination and release, all at the expense of the Grantor.

Section 5.20 Reinstatement. This Agreement and the Liens created hereunder shall automatically be reinstated if and to the extent that for any reason any payment by or on behalf of the Grantor in respect of the Secured Obligations is rescinded or must otherwise be restored by any Secured Party, whether as a result of any Bankruptcy or reorganization or otherwise, and the Grantor shall indemnify the Collateral Agent, each other Secured Party and its respective employees, officers and agents on demand for all reasonable and documented out-of-pocket fees, costs and expenses (including reasonable fees, costs and expenses of external counsel) incurred by the Collateral Agent, such other

Secured Party or their respective employees, officers or agents in connection with such reinstatement, rescission or restoration.

Section 5.21 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and its respective successors and assigns and shall inure to the benefit of the Collateral Agent and the other Secured Parties.

Section 5.22 Collateral Agent. Notwithstanding anything herein to the contrary, the Collateral Agent shall be afforded all of the rights, powers, immunities and indemnities of the Collateral Agent set forth in the Secured Obligation Documents, as if such rights, powers, immunities and indemnities were specifically set forth herein. The Grantor hereby acknowledges the appointment of the Collateral Agent pursuant to the Credit Agreement. The rights, privileges, protections and benefits given to the Collateral Agent, including its right to be indemnified, are extended to, and shall be enforceable by, the Collateral Agent in its capacity hereunder, and to each agent, custodian and other Person employed by the Collateral Agent in accordance herewith to act hereunder.

Section 5.23 Limited Recourse. Notwithstanding anything to the contrary contained in this Agreement or any other Secured Obligation Document, (a) the obligations of the Grantor under this Agreement and any other Secured Obligation Documents to which the Grantor is a party are non-recourse obligations, (b) the Collateral Agent's sole remedy and right of recovery against the Grantor is limited exclusively to the exercise and enforcement of the Lien and security interest in the Collateral set forth herein, (c) to the extent the Collateral is insufficient, the Grantor shall not be or become liable or obligated to pay any Secured Obligations or any deficiency or difference between the amounts realized by the Collateral Agent from the sale or other disposition of the Collateral and the outstanding balance of the Secured Obligations, and (d) the Collateral Agent agrees that it will not seek any judgment for a deficiency against the Grantor, except claims against the Collateral.

Section 5.24 Release. IN ORDER TO INDUCE THE COLLATERAL AGENT TO ENTER INTO THIS AGREEMENT, EACH OF GRANTOR AND ITS RESPECTIVE SUCCESSORS-IN-TITLE AND ASSIGNEES AND, TO THE EXTENT THE SAME IS CLAIMED BY RIGHT OF, THROUGH OR UNDER GRANTOR FOR ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AND TRUSTEES (EACH, A "RELEASING PARTY," AND COLLECTIVELY, THE "RELEASING PARTIES"), DOES HEREBY REMISE, RELEASE AND DISCHARGE, AND SHALL BE DEEMED TO HAVE FOREVER REMISED, RELEASED AND DISCHARGED, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT AND EACH OF THE LENDERS, AND THE ADMINISTRATIVE AGENT'S, THE COLLATERAL AGENT'S AND EACH LENDER'S RESPECTIVE SUCCESSORS-IN-TITLE, LEGAL REPRESENTATIVES AND ASSIGNEES, PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AFFILIATES, SHAREHOLDERS, MEMBERS, MANAGERS, TRUSTEES, AGENTS, EMPLOYEES, BOARD OBSERVERS, CONSULTANTS, EXPERTS, ADVISORS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL OTHER PERSONS AND ENTITIES TO WHOM ANY OF THE FOREGOING WOULD BE LIABLE IF SUCH PERSONS OR ENTITIES WERE FOUND TO BE LIABLE TO ANY RELEASING PARTY, OR ANY OF THEM (COLLECTIVELY HEREINAFTER, THE "RELEASED PARTIES"), FROM ANY AND ALL MANNER OF ACTION AND ACTIONS, CAUSE AND CAUSES OF ACTION, CLAIMS, CHARGES, DEMANDS, COUNTERCLAIMS, OFFSET RIGHTS, RIGHTS OF RECOUPMENT, DEFENSES, SUITS, DEBTS, DUES, SUMS OF MONEY, ACCOUNTS, RECKONINGS, BONDS, BILLS, SPECIALTIES, COVENANTS, CONTRACTS, CONTROVERSIES, DAMAGES, JUDGMENTS, EXPENSES, EXECUTIONS, LIENS, CLAIMS OF LIENS, CLAIMS OF COSTS,

PENALTIES, ATTORNEYS' FEES, OR ANY OTHER COMPENSATION, RECOVERY OR RELIEF ON ACCOUNT OF ANY LIABILITY, OBLIGATION, DEMAND OR CAUSE OF ACTION OF WHATEVER NATURE, WHETHER IN LAW, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY SO CALLED "LENDER LIABILITY" CLAIMS, INTEREST OR OTHER CARRYING COSTS, PENALTIES, LEGAL, ACCOUNTING AND OTHER PROFESSIONAL FEES AND EXPENSES AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES PAYABLE TO THIRD PARTIES, OR ANY CLAIMS FOR AVOIDANCE OR RECOVERY UNDER ANY OTHER FEDERAL, STATE OR FOREIGN LAW EQUIVALENT), WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, JOINT AND/OR SEVERAL, SECURED OR UNSECURED, DUE OR NOT DUE, PRIMARY OR SECONDARY, LIQUIDATED OR UNLIQUIDATED, CONTRACTUAL OR TORTIOUS, DIRECT, INDIRECT, OR DERIVATIVE, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, NOW EXISTING, HERETOFORE EXISTING OR WHICH MAY HERETOFORE ACCRUE AGAINST ANY OF THE RELEASED PARTIES SOLELY IN THEIR CAPACITIES AS SUCH UNDER THE FINANCING DOCUMENTS, WHETHER HELD IN A PERSONAL OR REPRESENTATIVE CAPACITY, AND WHICH ARE BASED ON ANY ACT, FACT, EVENT OR OMISSION OR OTHER MATTER, CAUSE OR THING OCCURRING AT OR FROM ANY TIME PRIOR TO AND INCLUDING THE DATE HEREOF IN ANY WAY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONNECTED WITH OR RELATING TO THE CREDIT AGREEMENT OR ANY OTHER FINANCING DOCUMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY AND HEREBY, AND ALL OTHER AGREEMENTS, CERTIFICATES, INSTRUMENTS AND OTHER DOCUMENTS AND STATEMENTS (WHETHER WRITTEN OR ORAL) RELATED TO ANY OF THE FOREGOING (EACH, A "CLAIM," AND COLLECTIVELY, THE "CLAIMS"), IN EACH CASE, EXCLUDING ANY CLAIM TO THE EXTENT SUCH CLAIM AROSE OUT OF, OR WAS CAUSED BY, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, OR MATERIAL BREACH OF THE CREDIT AGREEMENT OR ANY OTHER FINANCING DOCUMENT (AS DEFINED IN THE CREDIT AGREEMENT) BY, SUCH RELEASED PARTIES. EACH RELEASING PARTY FURTHER STIPULATES AND AGREES WITH RESPECT TO ALL SUCH CLAIMS, THAT IT HEREBY WAIVES ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY LAW OF ANY STATE OF THE UNITED STATES.

*(Signature pages follow)*

**GLOBAL CLEAN ENERGY HOLDINGS, INC.,**  
as Pledgor

By: \_\_\_  
Name:  
Title:

Signature Page to the SusOils Pledge and Security Agreement

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**ORION ENERGY PARTNERS TP AGENT, LLC**, as Collateral Agent

By: \_\_\_  
Name:  
Title:

Signature Page to the SusOils Pledge and Security Agreement

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**SCHEDULE I  
PLEDGED EQUITY INTERESTS**

**Pledged LLC Interest**

<b>Issuer</b>	<b>Holder</b>	<b>Jurisdiction of Formation of Issuer</b>	<b>Type of Interest</b>	<b>Percentage of Interest</b>	<b>Certificate Number</b>	<b>Certificated</b>
GCEH Ventures, LLC	Global Clean Energy Holdings, Inc.	Delaware	Limited Liability Company Interest	100%	N/A	No
GCE International Development, LLC	Global Clean Energy Holdings, Inc.	Delaware	Limited Liability Company Interest	100%	N/A	No

**Pledged Stock**

<b>Issuer</b>	<b>Holder</b>	<b>Jurisdiction of Formation of Issuer</b>	<b>Type of Interest</b>	<b>Number of Shares</b>	<b>Certificate Number</b>	<b>Certificated</b>
Agribody Technologies, Inc.	Global Clean Energy Holdings, Inc.	Delaware	Common Stock	10,000,000	N/A	No
			Preferred Stock	2,000,000	N/A	No
Camelina Co. España, S.L.	Global Clean Energy Holdings, Inc.	Spain	Common Stock <i>(participaciones sociales)</i>	524,865	N/A	No

**Pledged Partnership Interests**

None.

**AMENDED AND RESTATED REVENUE SHARING AGREEMENT**

This AMENDED AND RESTATED REVENUE SHARING AGREEMENT (this “Agreement”) is made and entered into as of April 9, 2024, by and between Sustainable Oils, Inc., a Delaware corporation (the “SusOils”) and BKRF OCB, LLC, a Delaware limited liability company (“BKRF”). Each of SusOils and BKRF, is referred to herein individually a “Party” and, collectively, as the “Parties.”

WHEREAS, SusOils and BKRF entered into that certain Revenue Sharing Agreement, dated as of October 12, 2023 (the “Original Agreement”);

WHEREAS, Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (the “Project Company”), an affiliate of each of SusOils and BKRF, desires to install, develop, construct, finance and operate a renewable diesel refinery to be located in Bakersfield, California (the “Project”);

WHEREAS, BKRF is party to that certain Credit Agreement, dated as of May 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among BKRF, BKRF OCP, LLC, a Delaware limited liability company, the Project Company, the banks and other financial institutions and entities from time to time party thereto as lenders, Orion Energy Partners TP Agent, LLC, as administrative agent (in such capacity, the “Administrative Agent”) and Orion Energy Partners TP Agent, LLC, as collateral agent (in such capacity, the “Collateral Agent”);

WHEREAS, SusOils owns certain intellectual property for Camelina that can be used as feedstock for the production of renewable fuel and has entered into certain contracts for the procurement of Camelina;

WHEREAS, SusOils needs additional capital to remain operational and to develop and procure Camelina for use as feedstock for the production of renewable fuel at the Project;

WHEREAS, Global Clean Energy Holdings, Inc. (“GCEH”), as the owner of SusOils, has engaged advisors to help source additional capital for SusOils. Such advisors have advised GCEH that given GCEH’s financial position and capital structure, the Lenders under the Credit Agreement present the most likely, and potentially only, source of immediate funding for SusOils;

WHEREAS, in connection with such funding needs, BKRF has requested (a) the lenders under the Credit Agreement extend additional loans to BKRF under the Credit Agreement in order to fund SusOils, in each case pursuant to the approved annual operating budget of GCEH (i) pursuant to that certain Amended and Restated Secured Promissory Note, dated as of the date hereof, by SusOils in favor of BKRF (the “Note”; capitalized terms used herein and not otherwise defined herein, shall have the meaning given to such terms in the Note) and (ii) pursuant to that certain Sustainable Oils License Agreement, dated as of the date hereof, by and between SusOils and the Project Company whereby the Project Company will receive from SusOils certain non-exclusive intellectual property licenses and rights pursuant to the terms

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thereof and (b) the lenders under the Credit Agreement to permit a distribution from BKRF to Global Clean Energy Holdings, Inc. for purposes of contributing such amounts down to SusOils; and

WHEREAS, as consideration for the additional loans and consents contemplated in the prior recital (and as consideration for any future loans made under the Credit Agreement, if any), the lenders under the Credit Agreement are requiring SusOils and BKRF to amend and restate the Original Agreement and the Parties have agreed to enter into this Agreement accordingly.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and the Note, it is hereby agreed as follows:

1. **Definitions.** In this Agreement, the following words and phrases shall have the following meanings unless the context requires otherwise:

“**Gross Revenue**” means, for any applicable period, the actual gross revenue of SusOils (i) including, without limitation, (a) revenues generated from the license of its patented Camelina varieties to third parties or affiliates and (b) other one-time payments, license fees, cost reimbursements, future partnerships and/or joint ventures and (ii) excluding any revenues from grants; provided, however, that if such amount is a negative number for any applicable period, then Gross Revenue will be deemed to be zero dollars (\$0) for such period. For the avoidance of doubt, Gross Revenue shall exclude any cash proceeds from capital contributions to SusOils.

“**Revenue Sharing Percentage**” shall mean an amount equal to five percent (5.0%) of Gross Revenue.

2. **Revenue Sharing.** During the Term of this Agreement, SusOils shall pay to BKRF the Revenue Sharing Percentage of the Gross Revenue accounted for by SusOils during each calendar quarter, commencing with the first calendar quarter ending after January 1, 2025 (being March 31, 2025). All payments of Gross Revenue payable to BKRF shall be made by SusOils within thirty (30) days after the end of the applicable calendar quarter during which revenues are accounted, with the first of such payments being due on April 30, 2025; provided, that if any such payment date falls on a day that is not a Business Day, payment shall be due on the next Business Day. At the time of payment, SusOils shall also deliver to BKRF an accurate and complete written statement setting forth SusOils’s calculations of the Gross Revenue and the amount of the Revenue Sharing Percentage for the applicable quarter.

3. **Term.** This Agreement shall continue to be in force until the date that is five (5) years after January 1, 2025 (the “**Term**”).

4. **Amendments and Waivers.** No amendment, supplement or waiver of any provision of this Agreement, nor consent to any departure by any of the Parties hereto from any provision of this Agreement, shall in any event be effective unless the same shall be in writing, signed by each of SusOils and BKRF. Any such amendment, supplement, waiver or consent shall be effective only in the specific instance and for the specified purpose for which given.

5. **Notices.** All notices and other communications under this Agreement will be in writing and will be given by personal or courier delivery, facsimile or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered or delivered by courier, on the date of transmission if transmitted by facsimile, or three Business Days after mailing if mailed, to the addresses of SusOils and BKRF contained in the records of SusOils at the time of such notice.

To SusOils:

In care of: President  
Address: 2790 Skypark Drive, Suite 105  
Torrance, CA 90505

To BKRF:

In care of: General Counsel  
Address: c/o Global Clean Energy Holdings, Inc.  
2790 Skypark Drive, Suite 105  
Torrance, CA 90505

6. **Headings.** The section headings used in this Agreement are intended for convenience of reference and will not by themselves determine the construction or interpretation of any provision of this Agreement.

7. **Governing Law.** This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to conflicts of law provisions that would result in the application of laws of a State other than the State of New York.

8. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature (including signatures in Adobe PDF or similar format).

9. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion will be adjusted, rather than voided, to achieve the intent of the parties to the extent possible, and the remainder will be enforced to the maximum extent possible.

10. **Assignment; Third-Party Beneficiary.** This Agreement and the rights, interests or obligations hereunder may not be assigned by either SusOils or BKRF without the prior written consent of the other Party; provided that, BKRF may, without the prior written consent of SusOils, collaterally assign, encumber or otherwise assign this Agreement to the Secured Parties (as defined in the Credit Agreement) and/or their agents or successors in connection with its obligations under the Credit Agreement. Any purported assignment of this Agreement in

violation of this Section shall be null and void and shall be ineffective to relieve any Party of its obligations hereunder. This Agreement shall inure to the benefit of and be binding upon SusOils and BKRF and their respective legatees, heirs, successors and assigns of the Parties. SusOils and BKRF acknowledge and agree that (a) the Administrative Agent, the Collateral Agent and the lenders under the Credit Agreement (and their respective successors and assigns) shall expressly be third party beneficiaries of this Agreement, (b) this Agreement shall expressly inure to the benefit of the Administrative Agent, the Collateral Agent and the lenders under the Credit Agreement (and their respective successors and assigns), (c) the Administrative Agent, the Collateral Agent and the lenders under the Credit Agreement (and their respective successors and assigns) shall be entitled to rely on and enforce the provisions of this Agreement and (d) this Agreement cannot be amended without the prior written consent of the Collateral Agent. The foregoing confirmations and acknowledgements are being provided as consideration for the funding of loans under the Credit Agreement to BKRF by the lenders under the Credit Agreement.

11. **Amendment and Restatement.** This Agreement amends, restates and supersedes that certain Revenue Sharing Agreement, dated as of October 12, 2023, by SusOils and BKRF.

*[Signature Pages Follow]*

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the preamble hereto.

SUSTAINABLE OILS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**BKRF OCB, LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Amended and Restated Revenue Sharing Agreement]*

## SUSTAINABLE OILS LICENSE AGREEMENT

This Sustainable Oils License Agreement (“**Agreement**”) is entered into effective as of April 9, 2024 (the “**Effective Date**”) by Sustainable Oils, Inc., a Delaware corporation (“**SusOils**”), with offices at 4401 Innovation Street, Great Falls, MT 59404, and Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (the “**ProjectCo**”), with offices at 6451 Rosedale Hwy, Bakersfield, CA 93308. Each of SusOils and ProjectCo are referred to individually as a “**Party**” and collectively they are referred to as the “**Parties.**”

### RECITALS

- A. SusOils currently owns three issued patents on three varieties of Camelina sativa that are suitable of commercial production in low-input agricultural areas in the U.S. The patented varieties of Camelina provide high and stable yields of seeds that can be used as feedstocks for the production of renewable fuel.
  - B. Camelina oil has been approved by the U.S. Environmental Protection Agency as an advanced biofuels feedstock under national renewable fuel standards, and SusOils was issued the first-of-its-kind Low Carbon Fuel Standard (“**LCFS**”) feedstock pathway through California's Air Resources Board.
  - C. ProjectCo owns an existing oil refinery in Bakersfield, California, that is being converted into a renewable fuels facility (the “**Bakersfield Facility**”). The converted Bakersfield Refinery intends to use Camelina as one of its feedstocks for producing biofuels.
  - D. ProjectCo is party to that certain Credit Agreement, dated as of May 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among BKRF OCB, LLC (“**BKRF**”), the owner of ProjectCo, BKRF OCP, LLC, the ProjectCo, the banks and other financial institutions and entities from time to time party thereto as lenders (the “**Lenders**”), Orion Energy Partners TP Agent, LLC, as administrative agent and as collateral agent.
  - E. SusOils needs additional capital to remain operational and to develop and procure Camelina for use as feedstock for the production of renewable fuel at the Bakersfield Refinery.
  - F. Global Clean Energy Holdings, Inc. (“**GCEH**”), as the owner of SusOils, has engaged advisors to help source additional capital for SusOils. Such advisors have advised GCEH that given GCEH’s financial position and capital structure, the Lenders under the Credit Agreement present the most likely, and potentially only, source of immediate funding for SusOils.
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- G. In connection with such funding needs, BKRF has requested (a) the lenders under the Credit Agreement extend additional loans to BKRF under the Credit Agreement in order to fund SusOils (i) pursuant to that certain Amended and Restated Secured Promissory Note, dated as of the date hereof, by SusOils in favor of BKRF (the “**Note**”; capitalized terms used herein and not otherwise defined herein, shall have the meaning given to such terms in the Note) and (ii) pursuant to this Agreement and (b) the lenders under the Credit Agreement to permit a distribution from BKRF to Global Clean Energy Holdings, Inc. for purposes of contributing such amounts down to SusOils (such funding transactions, the “**Funding Transactions**”).
- H. In connection with its renewable fuels operations and in support of such funding needs of SusOils, ProjectCo desires to receive the non-exclusive licenses and rights from SusOils as set out herein (which include the right to have grown SusOils Camelina and to process, refine, produce, market and sell in North America Camelina oil biofuels that are derived from SusOils’s patented varieties of Camelina).
- I. SusOils plans to continue its research and development of additional and improved varieties of Camelina, which new varieties (and any patents granted thereon) will also be licensed to ProjectCo subject to the terms and conditions of this Agreement.
- J. As a condition to the Funding Transactions, and as partial consideration for the funding granted to SusOils pursuant to the Funding Transactions and the payment contemplated herein, SusOils has agreed to grant the licenses and rights set out herein.

## **AGREEMENT**

NOW, THEREFORE, in consideration for the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. **Definitions.** Unless the context indicates otherwise, as used in this Agreement, the following terms have the meanings indicated below:

“**Affiliate**” of either Party shall mean and refer to any entity that controls, or is controlled by, or is under common control with, such Party. For the purposes of this definition, “control” shall mean the possession, direct or indirect, of the power to cause the direction of the management and policies of a legal entity, whether through ownership of more than fifty percent (50%) or more of the voting securities of such legal entity, by contract or otherwise.

“**Confidential Information**” shall mean any confidential, or non-public information, including without limitation, any trade secrets or other non-public intellectual property, and any other confidential or non-public research and development, data, Know-How and business information of any kind whatsoever, and all tangible and intangible

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embodiments thereof, disclosed by or on behalf of SusOils or its Affiliates to ProjectCo or its Affiliates, or by or on behalf of ProjectCo or its Affiliates to SusOils or its Affiliates, and that the disclosing Party discloses in strict confidence and that a reasonable person would consider to be confidential (whether or not designated or marked as confidential). Confidential Information which is orally or visually disclosed to the receiving party shall constitute Confidential Information if (x) it would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential nature the maintenance of which is important to the disclosing party, or (y) the disclosing party, within thirty (30) days after such disclosure, delivers to the receiving party a written document or documents describing such information and referencing the place and date of such oral or visual disclosure.

**“Facility”** means the Bakersfield Facility and any other facility that produces, or desires to produce, biofuels using SusOils Camelina.

**“Know-How”** means all trade secrets, techniques, data, content and other know-how and information of a technical, scientific, business or other nature, including improvements and developments, inventions (patentable or otherwise), methods, processes, protocols, specifications, procedures, schematics, blueprints, databases, plans, flow charts, drawings, formulae, formulations, models, methodologies, discoveries, strategies, ideas, concepts, designs, software and all other scientific, marketing, financial and commercial information or data, and other confidential and proprietary information (whether or not embodied in any tangible form).

**“Patent Rights”** means (i) any patent now or hereafter owned by or issued to SusOils, including, but not limited to, U.S. Patent No. 8,319,020, titled Camelina Sativa Variety `SO-40`, U.S. Patent No. 8,319,021, titled Camelina Sativa Variety `SO-50`, and U.S. Patent No. 8,324,458, titled Camelina Sativa Variety `SO-60,` and (ii) any patent issuing from any patent application now or hereafter owned or filed by SusOils, and all substitutions, divisions, continuations, continuations-in-part, reissues, renewals, extensions, refilings, revisions, and reexaminations thereof, and all other patents issuing from patent applications based on, corresponding to, or claiming priority from any of the foregoing.

**“Patented Varieties”** or **“Patented Variety”** means any variety of Camelina covered by a claim issued under any of the Patent Rights, and any other variety of Camelina that is owned by and proprietary to SusOils and that SusOils hereafter develops or acquires.

**“Supplier”** means a farmer, grower or other producer that has been authorized by SusOils to produce SusOils Camelina or is authorized by ProjectCo under this Agreement to produce SusOils Camelina.

**“SusOils Camelina”** means Camelina seed produced from any of the Patented Varieties.

## 2. Licenses.

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- A. Subject to the terms and conditions of this Agreement, SusOils hereby grants to ProjectCo a non-exclusive, transferable, sublicensable (through multiple tiers), worldwide, fully paid-up, royalty-free license during the Term to (i) contract with Suppliers to grow Patented Varieties for the purpose of producing SusOils Camelina for use at one or more Refineries, (ii) purchase, for the purpose of growing (or having grown) SusOils Camelina, Camelina grain that was produced from the Patented Varieties, and (iii) process SusOils Camelina at one or more Refineries, or to permit third parties to process SusOils Camelina, in order to separate the plant oil and biomass (press cake) and to then further process the plant oil into various biofuels at one or more Refineries and to sell and otherwise exploit such biofuels.
- B. SusOils hereby grants to ProjectCo a non-exclusive, irrevocable, transferable, sublicensable (through multiple tiers), worldwide, fully paid-up, royalty-free license under the Patent Rights to make, have made, use, and practice the inventions claimed in such Patent Rights in order to grow (or have grown) SusOil Camelina (including the Patented Varieties) for use at one or more Refineries. For the avoidance of doubt, the foregoing license includes the right to (i) make, have made, use, sell, offer for sale, and import Patented Variety Camelina seeds, to use and have Suppliers and other producers use such seeds to grow Patented Varieties for use at one or more Refineries, (ii) produce or have produced SusOil Camelina grain from the Patented Varieties for use at one or more Refineries, and (iii) process the SusOil Camelina at one or more Refineries, or to permit third parties to process the SusOil Camelina, in order to separate the plant oil and biomass (press cake) and to then further process the plant oil into various biofuels at one or more Refineries and to sell and otherwise exploit such biofuels. ProjectCo agrees to give SusOils ten (10) days prior written notice of any sublicense to be made pursuant to this Section 2.B.
- C. SusOils hereby further grants ProjectCo a non-exclusive, transferable, sublicensable (through multiple tiers), worldwide, fully paid-up, royalty-free license to use the name "Sustainable Oils" and the Sustainable Oils logo to identify its biofuel as a product of SusOils Camelina, provided that the name "Sustainable Oils" and the Sustainable Oils logo shall only be used in connection with products that meet current (or higher) specifications for such name and logo. SusOils may, upon reasonable written notice, inspect ProjectCo's use of the name "Sustainable Oils" and the Sustainable Oils logo to verify that such name and logo are being used in a manner consistent with the terms of this Section 2.C. Except for the limited rights granted to ProjectCo herein, ProjectCo shall not have any rights hereunder to the Patented Varieties or to SusOils's name and logo, and SusOils is and shall remain the sole owner of the Patented Varieties and name/logo.
- D. Within fifteen (15) days following the Effective Date and thereafter on a quarterly basis during the Term (as reasonably requested by ProjectCo), SusOils shall create, maintain and transfer to ProjectCo documentation disclosing all Know-How that is necessary for ProjectCo to exercise the licenses granted pursuant to Section 2.A and
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Section 2.B (the “**Transferred Know-How**”). SusOils hereby grants to ProjectCo a non-exclusive, irrevocable, sublicensable (through multiple tiers), transferable, worldwide, fully paid-up, royalty-free license to reproduce, prepare derivative works of, distribute, publicly perform, publicly display and otherwise use and exploit the Transferred Know-How for purposes of exercising the license rights granted pursuant to Section 2.A and Section 2.B.

- E. In order to enable ProjectCo and its customers to contract directly with Suppliers to grow Patented Variety Camelina seeds, SusOils agrees to sell the Camelina certified seed to ProjectCo in sufficient quantities to meet ProjectCo’s needs and at the lowest then current market price of Patented Variety certified seeds. Such market price for Camelina certified seed shall be determined in good faith by the Parties and shall be the lowest price that SusOils charges farmers and other growers for Patented Variety certified seeds.
3. **Limited Priority/Exclusivity.** The Parties acknowledge that the license agreement entered into between SusOils and ProjectCo, effective as of May 4, 2020, has been modified to accommodate the rights under this Agreement.
4. **Payments.** ProjectCo will pay to SusOils the amounts set out in Exhibit A attached hereto based on the payment schedule set out therein.
5. **Event of Default.** This Agreement may be terminated by a non-defaulting Party, upon notice to the defaulting Party, if one or more of the following events have occurred and remain uncured within the specified time period:
- A. The other Party (i) 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 provided in this Agreement), (ii) such default has a material adverse impact on the non-defaulting Party and (iii) such default, to the extent curable, is not cured within ninety (90) days following receipt by the defaulting Party of written notice of such default from the non-defaulting Party or, if the defaulting Party fails to commence and diligently pursue a cure to completion in such period of time as reasonably needed by the defaulting Party to complete such cure.
- B. The other Party fails to pay any amount owed hereunder on the due date for such payment, except for any amounts being disputed in good faith, and such amount remains unpaid for ninety (90) days following receipt by such Party of written notice from the non-defaulting Party of such failure to pay.
6. **Research and Development.** During the Term, SusOils may continue to research and develop varieties of Camelina, which such research and development may be conducted by SusOils or by third parties on behalf of SusOils (including academic institutions that cooperate with SusOils in such research, or are funded by SusOils). Any improved
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varieties of Camelina developed by, or on behalf of, SusOils, whether or not such improved varieties have been patented, shall constitute Patented Varieties and shall be covered by this Agreement. SusOils agrees to provide ProjectCo's designated Suppliers with any improved varieties of Camelina if and when such improved varieties are developed and become available for commercial use.

7. **Right to Audit.** Each Party, or its independent auditor, may examine and audit the other Party's books and records to confirm the other Party's compliance with this Agreement. Any audit will be conducted during regular business hours at the other Party's offices, and will not interfere unreasonably with the other Party's business activities. Audits will be made no more frequently than once annually. Any audit request shall be in writing delivered no less than ten (10) days prior to the audit date(s), and shall identify the Party's audit representatives who will effect the audit.

8. **Representations and Warranties.** SusOils represents and warrants to ProjectCo that (i) it is not currently a party in any legal proceeding in which a third party has alleged that any of the Patent Rights or Patented Varieties infringe the intellectual property rights of a third party, (ii) it has not received a written claim or notice from a third party asserting that any of the Patent Rights or the Patented Variety infringe the intellectual property rights of a third party and (iii) it is a subsidiary of Global Clean Energy Holdings, Inc.

9. **Disclaimers.**

EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 10, NO REPRESENTATIONS OR WARRANTIES ARE MADE BY EITHER PARTY THAT THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE OUTCOME, SAFETY OR USEFULNESS OF THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. NEITHER PARTY WARRANTS THAT THE USE OF THE MATERIALS IS SAFE OR WITHOUT HAZARD.

10. **Term and Termination.** The term of this Agreement shall commence as of the Effective Date and continue until this Agreement is terminated pursuant to Section 5 or this Section 10 (the "**Term**"); provided that the license to each Patent Right granted pursuant to Section 2 will terminate as of the earlier of (a) the end of the Term and (b) the date that such Patent Right has expired, been abandoned or been ruled invalid or unenforceable in a final, non-appealable decision by a court of competent jurisdiction. At the convenience and sole discretion of ProjectCo, this Agreement may be terminated at any time prior to the end of the Term upon 120 days' prior written notice to SusOils and payment by

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ProjectCo of all undisputed amounts due to SusOils through the effective date of such termination. Sections 6, 9, 11, 18, 19, 20, 21 and 22 shall survive any expiration or termination of this Agreement. Notwithstanding anything to the contrary herein, neither Party may terminate this Agreement without the prior written consent of the Administrative Agent.

11. **Confidentiality.** All Confidential Information of either Party will be treated as strictly confidential by the other Party and will not be disclosed to any third party nor used without the written permission of such Party, provided that each Party may use and disclose Confidential Information of the other Party as is reasonably necessary to exercise the receiving Party's rights (including, in the case of ProjectCo, to Suppliers as required to exploit the corresponding technology licensed hereunder and fully exercise the license rights granted to ProjectCo hereunder), or to perform the receiving Party's obligations hereunder. Each Party retains ownership of its own Confidential Information. However, this Agreement shall not restrict the use or dissemination of any information which:
- (a) is in the public domain or becomes public information or is generally available to the public other than by an unauthorized act or omission of the receiving Party or any of its Affiliates;
  - (b) is received by a Party or its Affiliates from a third party who is in rightful possession of such information and has the legal right to make such a disclosure without any obligation of confidentiality to the other Party;
  - (c) the Party or its Affiliates can show the Confidential Information was in its possession prior to the time of the disclosure hereunder and that such information was acquired legally;
  - (d) is independently discovered or developed by a Party or its Affiliates without access to or the use of the other Party's Confidential Information, as can be documented by written records;
  - (e) a Party is required to disclose pursuant to a subpoena, court order, or other requirement of law, including the rules and regulations of the Securities and Exchange Commission (but only to the extent it is required to disclose), provided that the Party, promptly after learning of such obligation and prior to disclosure and if lawfully possible, notifies the other Party of such disclosure obligation and reasonable cooperates with the other Party in limiting the scope of such disclosure; or
  - (f) in the case of Confidential Information of SusOils, ProjectCo or its Affiliates are required to disclose to their current or future lenders and capital providers.

12. **Bankruptcy.**

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- (a) All rights and licenses granted under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11, U.S. Code (the “**Bankruptcy Code**”), licenses of rights to “intellectual property” as defined in the Bankruptcy Code. The Parties agree that the licensee of such rights under this Agreement will retain and may fully exercise all of its protections, rights, and elections under the Bankruptcy Code and any similar laws in any country other than the U.S.
  - (b) Without limiting the Parties’ rights under Section 365(n) of Title 11, if a case under Title 11 is commenced by or against SusOils, ProjectCo shall be entitled to a copy of any and all Transferred Know-How, and the same, if not in the possession of ProjectCo, shall be promptly delivered to ProjectCo (i) before this Agreement is rejected by or on behalf of SusOils, within ten (10) days after ProjectCo’s written request, unless SusOils, or its trustee or receiver, elects to continue to perform all of its obligations under this Agreement, or (ii) after any rejection of this Agreement by or on behalf of ProjectCo, as applicable, if not previously delivered as provided under clause (i) above.
  - (c) All rights of the Parties under this Section 12 and under Section 365(n) of Title 11 are in addition to and not in substitution of any and all other rights, powers, and remedies that each Party may have under this Agreement, Title 11, and any other applicable laws. ProjectCo shall have the right to perform the obligations of SusOils hereunder, but neither such provision nor such performance by such Party shall release SusOils from any such obligation or liability for failing to perform them.
  - (d) The Parties agree that they intend the foregoing rights to extend to the maximum extent permitted by applicable law and any provisions of applicable contracts with third parties, including for purposes of Title 11, (i) the right of access to any Transferred Know-How (including any such Transferred Know-How held by any third party with whom SusOils contracts to perform an obligation of SusOils under this Agreement, and, in the case of the third party, which is necessary to exercise the license rights granted in Section 2.A and Section 2.B; and (ii) the right to contract directly with any third party described in (i) in this sentence to exercise the license rights granted in Section 2.A and Section 2.B.
13. **Severability.** If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision; provided that if the absence of such provision causes a material adverse change in either the risks or benefits of this Agreement to any Party, the Parties shall negotiate in good faith a commercially reasonable substitute or replacement for the invalid or unenforceable provision.
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14. **No Partnership.** Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employment, or joint venture relationship between or among the Parties. This Agreement imposes no obligation on any Party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products except as explicitly set forth herein. All activities by the Parties hereunder shall be performed as independent parties.
15. **Interpretation.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. No variation, amendment, modification or supplement to this Agreement shall be valid or binding upon the Parties unless made in writing and signed by an authorized representative of each Party. The failure of any Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time.
16. **Assignability.** ProjectCo may freely assign and transfer this Agreement and the rights granted hereunder without SusOils' consent; provided that such assignment and transfer by ProjectCo shall only be permitted with the prior written consent of the Administrative Agent and upon written notice to SusOils. Except as provided in this Section 16, SusOils may not assign or otherwise transfer this Agreement except upon the express written consent of ProjectCo. Any such attempted assignment or transfer in violation of this Section 16 shall be null and void. Notwithstanding the foregoing, SusOils shall have the right, without the consent of ProjectCo, to assign this Agreement to any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains, or to any successor entity that results from reincorporation, conversion, merger or consolidation of SusOils with or into such purchaser or such entity.

For greater certainty and without limiting the generality of the foregoing: (A) without the prior written consent of SusOils, the ProjectCo shall have the right to assign or otherwise transfer this Agreement and its rights herein to any Affiliate that owns a Facility; and (B) ProjectCo, without the prior written consent of SusOils, shall have the right to make a collateral assignment of all of their respective right, title and interest in, to and under this Agreement to Orion Energy Partners TP Agent, LLC, in its capacity as collateral agent for each lender and the other secured parties referred to in the Credit Agreement (it being agreed that such collateral assignment shall not require any advance notice to SusOils, except as may be required pursuant to the Credit Agreement).

Upon any assignment or transfer pursuant to this Section 16, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said purchaser, assignee or successor in interest.

17. **Authority.** Each Party represents and warrants to the other that it has the legal power and right to enter into this Agreement and to perform its respective obligations set forth herein. This Agreement may be executed in multiple counterparts, which together shall constitute one agreement. Signatures received electronically (by fax, PDF or DocuSign) shall be considered original signatures.
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18. **Notices.** All notices and other communications under this Agreement will be in writing and will be given by personal or courier delivery or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered or delivered by courier or three (3) business days after mailing if mailed, to the addresses of SusOils and ProjectCo set out on the first page of this Agreement (as updated by the applicable Party in writing from time to time).
  19. **Arbitration; Venue.** Any dispute, controversy or claim between the Parties arising out of or in connection with this Agreement (or related or subsequent agreements or amendments thereto), in particular (but not limited) as to its conclusion, existence, validity, interpretation, performance or non-performance, breach, termination the assessment of damages including claims in tort, whether arising before or after the termination of this Agreement, shall be referred to and finally determined by a single arbitrator appointed in accordance with the Commercial Arbitration Rules of the American Arbitration Association (including, in all cases, the Procedures for Large, Complex Commercial Disputes and the Expedited Procedures), with the exclusive venue located in New York, New York.
  20. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except that the federal laws of the United States of America shall apply to questions regarding the validity or infringement or enforceability of United States Federal patent and trademark rights relating in any way to this Agreement or the subject matter of this Agreement.
  21. **Attorneys Fees.** In the event there is a default under this Agreement and it becomes reasonably necessary for any party to employ the services of any attorney, either to enforce or terminate this Agreement, with or without arbitration, the losing party or parties to the controversy arising out of the default shall pay to the successful party or parties reasonable attorney's fees and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.
  22. **Release.** IN ORDER TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDERS TO EXTEND CREDIT TO BKRF, EACH OF SUSOILS AND ITS RESPECTIVE SUCCESSORS-IN-TITLE AND ASSIGNEES AND, TO THE EXTENT THE SAME IS CLAIMED BY RIGHT OF, THROUGH OR UNDER SUSOILS, FOR ITS RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AND TRUSTEES (EACH, A "**RELEASING PARTY,**" AND COLLECTIVELY, THE "**RELEASING PARTIES**"), DOES HEREBY REMISE, RELEASE AND DISCHARGE, AND SHALL BE DEEMED TO HAVE FOREVER REMISED, RELEASED AND DISCHARGED, THE ADMINISTRATIVE AGENT AND EACH OF THE LENDERS, AND THE ADMINISTRATIVE AGENT'S AND EACH LENDER'S RESPECTIVE SUCCESSORS-IN-TITLE, LEGAL REPRESENTATIVES AND ASSIGNEES, PAST, PRESENT AND FUTURE
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OFFICERS, DIRECTORS, AFFILIATES, SHAREHOLDERS, MEMBERS, MANAGERS, TRUSTEES, AGENTS, EMPLOYEES, BOARD OBSERVERS, CONSULTANTS, EXPERTS, ADVISORS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL OTHER PERSONS AND ENTITIES TO WHOM ANY OF THE FOREGOING WOULD BE LIABLE IF SUCH PERSONS OR ENTITIES WERE FOUND TO BE LIABLE TO ANY RELEASING PARTY, OR ANY OF THEM (COLLECTIVELY HEREINAFTER, THE “**RELEASED PARTIES**”), FROM ANY AND ALL MANNER OF ACTION AND ACTIONS, CAUSE AND CAUSES OF ACTION, CLAIMS, CHARGES, DEMANDS, COUNTERCLAIMS, OFFSET RIGHTS, RIGHTS OF RECOUPMENT, DEFENSES, SUITS, DEBTS, DUES, SUMS OF MONEY, ACCOUNTS, RECKONINGS, BONDS, BILLS, SPECIALTIES, COVENANTS, CONTRACTS, CONTROVERSIES, DAMAGES, JUDGMENTS, EXPENSES, EXECUTIONS, LIENS, CLAIMS OF LIENS, CLAIMS OF COSTS, PENALTIES, ATTORNEYS’ FEES, OR ANY OTHER COMPENSATION, RECOVERY OR RELIEF ON ACCOUNT OF ANY LIABILITY, OBLIGATION, DEMAND OR CAUSE OF ACTION OF WHATEVER NATURE, WHETHER IN LAW, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY SO CALLED “LENDER LIABILITY” CLAIMS, INTEREST OR OTHER CARRYING COSTS, PENALTIES, LEGAL, ACCOUNTING AND OTHER PROFESSIONAL FEES AND EXPENSES AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES PAYABLE TO THIRD PARTIES, OR ANY CLAIMS FOR AVOIDANCE OR RECOVERY UNDER ANY OTHER FEDERAL, STATE OR FOREIGN LAW EQUIVALENT), WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, JOINT AND/OR SEVERAL, SECURED OR UNSECURED, DUE OR NOT DUE, PRIMARY OR SECONDARY, LIQUIDATED OR UNLIQUIDATED, CONTRACTUAL OR TORTIOUS, DIRECT, INDIRECT, OR DERIVATIVE, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, NOW EXISTING, HERETOFORE EXISTING OR WHICH MAY HERETOFORE ACCRUE AGAINST ANY OF THE RELEASED PARTIES SOLELY IN THEIR CAPACITIES AS SUCH UNDER THE FINANCING DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT), WHETHER HELD IN A PERSONAL OR REPRESENTATIVE CAPACITY, AND WHICH ARE BASED ON ANY ACT, FACT, EVENT OR OMISSION OR OTHER MATTER, CAUSE OR THING OCCURRING AT OR FROM ANY TIME PRIOR TO AND INCLUDING THE DATE HEREOF IN ANY WAY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONNECTED WITH OR RELATING TO THE CREDIT AGREEMENT OR ANY OTHER FINANCING DOCUMENT (AS DEFINED IN THE CREDIT AGREEMENT) AND THE TRANSACTIONS CONTEMPLATED THEREBY AND HEREBY, AND ALL OTHER AGREEMENTS, CERTIFICATES, INSTRUMENTS AND OTHER DOCUMENTS AND STATEMENTS (WHETHER WRITTEN OR ORAL) RELATED TO ANY OF THE FOREGOING (EACH, A “ **CLAIM,**” AND COLLECTIVELY, THE “ **CLAIMS**”), IN EACH CASE, EXCLUDING ANY CLAIM TO THE EXTENT SUCH CLAIM AROSE OUT OF, OR WAS CAUSED BY, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, OR MATERIAL BREACH OF THE CREDIT AGREEMENT OR ANY OTHER FINANCING DOCUMENT (AS

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DEFINED IN THE CREDIT AGREEMENT) BY, SUCH RELEASED PARTIES. EACH RELEASING PARTY FURTHER STIPULATES AND AGREES WITH RESPECT TO ALL SUCH CLAIMS, THAT IT HEREBY WAIVES ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY LAW OF ANY STATE OF THE UNITED STATES.

23. **Third Party Beneficiaries.** The Parties expressly agree and acknowledge that the Administrative Agent (and its respective successors and assigns) shall be an intended third party beneficiary of Sections 10 and 16, and such Administrative Agent shall be entitled to assert any claims and enforce such provisions in law or in equity the same as it were party hereto.

*[Signature Page to Follow]*

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Accepted and agreed to and made effective as of the Effective Date,

SUSTAINABLE OILS, INC.:

By: \_\_\_\_\_  
Name:  
Title:

BAKERSFIELD RENEWABLE FUELS, LLC:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to License Agreement]

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**Exhibit A**

**Payment Schedule**

<b>Payment Date</b>	<b>Payment Amount</b>
April 9, 2024	\$2,500,000

**AMENDMENT NO. 14 TO CREDIT AGREEMENT**

This AMENDMENT NO. 14 TO CREDIT AGREEMENT (this “Agreement”), dated as of April 9, 2024 (the “Signing Date”), is entered into by and among BKRF OCB, LLC, a Delaware limited liability company (the “Borrower”), BKRF OCP, LLC, a Delaware limited liability company (“Holdings”), Bakersfield Renewable Fuels, LLC, a Delaware limited liability company (the “Project Company”), Orion Energy Partners TP Agent, LLC, in its capacity as the administrative agent (in such capacity, the “Administrative Agent”), and the Tranche A Lenders, Tranche B Lenders, Tranche C Lenders and Tranche D Lenders party hereto, constituting the Required Lenders (as defined in the Credit Agreement (as defined below)) (the “Signatory Lenders”). As used in this Agreement, capitalized terms which are not defined herein shall have the meanings ascribed to such terms in the Credit Agreement unless otherwise specified.

**WITNESSETH**

WHEREAS, the Borrower, Holdings, the Administrative Agent, Orion Energy Partners TP Agent, LLC, in its capacity as the collateral agent, and each Tranche A Lender, Tranche B Lender, Tranche C Lender and Tranche D Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of May 4, 2020 (as amended, amended and restated, modified and supplemented on or prior to the date hereof, the “Credit Agreement” and the Credit Agreement as expressly amended by this Agreement, the “Amended Credit Agreement”);

WHEREAS, the Borrower and the Lenders entered into the Credit Agreement based on certain estimated costs to install, develop and construct the Project;

WHEREAS, pursuant to Amendment No. 13 to Credit Agreement, dated as of July 15, 2023 (the “Thirteenth Amendment”), by and among the Borrower, Holdings, the Project Company, the Administrative Agent and the Lenders party thereto, the parties (a) established a term loan facility of up to \$140,000,000 and (b) allocated \$29,000,000 of the Tranche C Loans funded under the Tranche C Facility (as defined in the Thirteenth Amendment) to such facility (the “Tranche D Facility”);

WHEREAS, the Credit Agreement needs to be revised to more accurately reflect the updated scope and cost estimates to install, develop and construct the Project;

WHEREAS, in order to fund the installation, development, construction and operation of the Project, the parties hereto have determined that the Tranche D Facility may need to be upsized to an aggregate principal amount of up to \$165,000,000; and

WHEREAS, pursuant to this Agreement, the Borrower has requested, and the parties hereto have agreed, subject to the satisfaction of the conditions precedent set forth in this Agreement, to amend the Credit Agreement effective as of the Fourteenth Amendment Effective Date as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tranche D Commitments.

(a) As of the Fourteenth Amendment Effective Date, Tranche D Lenders have only provided commitments for \$140,000,000 of the Tranche D Facility. The parties hereto acknowledge and agree that one or more lenders may become a Tranche D Lender for any uncommitted portion of the Tranche D Facility (any such upsizing Lender, a “Post-14th Amendment Tranche D Upsizing Lender”) subject to the written consent of such Post-14th Amendment Tranche D Upsizing Lender (in its sole discretion) and the Administrative Agent, and the Administrative Agent shall promptly thereafter deliver an updated Annex I to the Credit Agreement to the other parties hereto thereafter; provided that, any and all Tranche D Commitments and Tranche D Loans (including the Tranche D Loans funded after the Fourteenth Amendment Effective Date) shall have the same terms and covenants (other than any differences in interest amounts due based on the date such Tranche D Loans were funded). After execution of any such amendment, each Post-14th Amendment Tranche D Upsizing Lender agrees, subject to the satisfaction of the conditions set forth in Section 4.03 of the Amended Credit Agreement and the other provisions of the Financing Documents, to make Tranche D Loans to the Borrower pursuant to the Amended Credit Agreement in one or more draws from the date of such future amendment to this Agreement until the expiration of the Availability Period in an aggregate amount not to exceed the commitment amount set forth next to such Post-14th Amendment Tranche D Upsizing Lender’s name on the updated Annex I to the Credit Agreement delivered by the Administrative Agent to the other parties hereto.

(b) Subject to the satisfaction of all the conditions precedent set forth in Section 5 hereof, as of the Fourteenth Amendment Effective Date, each Signatory Lender, the Administrative Agent and each of the Loan Parties hereby:

(i) agrees that the Administrative Agent and any Post-14th Amendment Tranche D Upsizing Lender may amend Annex I to the Credit Agreement to have such Post-14th Amendment Tranche D Upsizing Lender’s commitments (up to a total amount of Tranche D Commitments not to exceed \$165,000,000) reflected on Annex I to the Credit Agreement and become effective (without the consent of any other Lender); and

(ii) agrees that the upsized Tranche D Commitments, and any Tranche D Loans incurred in respect thereof, shall be Commitments and Loans for all purposes under the Credit Agreement.

2. [Reserved].

3. [Reserved].

4. Representations and Warranties. As of the Fourteenth Amendment Effective Date, each Loan Party hereby represents and warrants to the other parties hereto that:

(a) Each Loan Party has full corporate, limited liability company or other organizational powers, authority and legal right to enter into, deliver and perform its respective obligations under this Agreement, and has taken all necessary corporate, limited liability company or other organizational action to authorize the execution, delivery and performance by it of this Agreement. This Agreement has been duly executed and delivered by the Loan Parties, is in full force and effect and constitutes a legal, valid and binding obligation of the Loan Parties, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited (i) by Bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors’

rights generally, (ii) by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

(b) The execution, delivery and performance by each Loan Party of this Agreement does not and will not (i) conflict with the Organizational Documents of such Loan Party, (ii) conflict with or result in a breach of, or constitute a default under, any indenture, loan agreement, mortgage, deed of trust or other instrument or agreement to which such Loan Party is a party or by which it is bound or to which such Loan Party's property or assets are subject (other than any Material Project Document to which such Loan Party is a party), except where such contravention or breach could not reasonably be expected to be material and adverse to the Loan Parties or Lenders, (iii) conflict with or result in a breach of, or constitute a default under, any Material Project Document to which such Loan Party is a party, (iv) conflict with or result in a breach of, or constitute a default under, in any material respect, any Applicable Law, except where such contravention or breach could not reasonably be expected to have a Material Adverse Effect, or (v) with respect to each Loan Party, result in the creation or imposition of any Lien (other than a Permitted Lien) upon any of such Loan Party's property or the Collateral.

(c) After giving effect to the amendments set forth in this Agreement, the representations and warranties of each of the Loan Parties set forth in Article III of the Credit Agreement and in each other Financing Document are true and correct in all material respects (except where already qualified by materiality or Material Adverse Effect, in which case, such representations and warranties are true and correct in all respects) on and as of the Fourteenth Amendment Effective Date (unless stated to relate solely to an earlier date, in which case such representations and warranties were true and correct as of such earlier date).

5. Effectiveness; Conditions Precedent. This Agreement, including the increased Tranche D Commitments, shall become effective on the first date on which each of the following conditions have been satisfied or waived (such date, the "Fourteenth Amendment Effective Date"):

(a) This Agreement shall have been executed on the Signing Date by the Administrative Agent, the Loan Parties and the Signatory Lenders (such execution not to be unreasonably delayed or waived) and the Administrative Agent shall have received counterparts to each which, when taken together, bear the signatures of each of the other parties hereto.

(b) Borrower has arranged for payment on the Fourteenth Amendment Effective Date of all reasonable and documented out-of-pocket fees and expenses then due and payable pursuant to the Financing Documents.

6. Reaffirmation of Guarantees and Security Interests.

The Borrower, Holdings and Project Company (each, a "Reaffirming Party") hereby acknowledges that it (a) has reviewed the terms and provisions of this Agreement, (b) consents to the amendments to the Credit Agreement effected pursuant to this Agreement and consents to the terms, conditions and other provisions of this Agreement, and (c) consents to each of the transactions contemplated hereby. Each Reaffirming Party hereby confirms that each Financing Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Financing Documents the payment and performance of all Obligations under and as defined in the Amended Credit Agreement (including all such Obligations as amended and reaffirmed pursuant to this Amendment) under each of the Financing Documents to which it is a party.



Without limiting the generality of the foregoing, each Reaffirming Party hereby confirms, ratifies and reaffirms its payment obligations, guarantees, pledges, grants of security interests and other obligations, as applicable, under and subject to the terms of each of the Financing Documents to which it is a party. For the avoidance of doubt, nothing in this Agreement shall constitute a new grant of security interest. Each Reaffirming Party hereby confirms that no additional filings or recordings need to be made, and no other actions need to be taken, by such Reaffirming Party as a consequence of this Agreement in order to maintain the perfection and priority of the security interests created by the Financing Documents to which it is a party.

Each Reaffirming Party acknowledges and agrees that each of the Financing Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its payment obligations, guarantees, pledges, grants of security interests and other obligations, as applicable, under and subject to the terms of such Financing Documents shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment or any of the transactions contemplated hereby.

7. Miscellaneous.

(a) Effect of Amendments. From and after the Fourteenth Amendment Effective Date, the Credit Agreement shall be construed after giving effect to the amendments set forth in Section 2 hereof and all references to the Credit Agreement in the Financing Documents shall be deemed to refer to the Amended Credit Agreement.

(b) No Other Modification. Except as expressly modified by this Agreement, the Credit Agreement and the other Financing Documents are and shall remain unchanged and in full force and effect, and nothing contained in this Agreement shall, by implication or otherwise, limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, or any of the other parties, or shall alter, modify, amend or in any way affect any of the other terms, conditions, obligations, covenants or agreements contained in the Credit Agreement which are not by the terms of this Agreement being amended, or alter, modify or amend or in any way affect any of the other Financing Documents.

(c) Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

(d) Incorporation by Reference. Sections 10.07 (*Severability*), 10.11 (*Headings*), 10.09 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Electronic Execution of Assignments and Certain Other Documents*) of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

(e) Financing Document. This Agreement shall be deemed to be a Financing Document.

(f) Counterparts; Integration. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Amended Credit Agreement and the other Financing Documents to which a Loan Party is party constitute the entire contract between and among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an

executed counterpart of a signature page to this Agreement by telecopy or scanned electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(g) Electronic Signatures. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the parties hereto, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(i) Release. IN ORDER TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDERS TO ENTER INTO THIS AGREEMENT, EACH OF THE LOAN PARTIES AND THEIR RESPECTIVE SUCCESSORS-IN-TITLE AND ASSIGNEES AND, TO THE EXTENT THE SAME IS CLAIMED BY RIGHT OF, THROUGH OR UNDER ANY OF THE LOAN PARTIES, FOR THEIR RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AND TRUSTEES (EACH, A “RELEASING PARTY,” AND COLLECTIVELY, THE “RELEASING PARTIES”), DOES HEREBY REMISE, RELEASE AND DISCHARGE, AND SHALL BE DEEMED TO HAVE FOREVER REMISED, RELEASED AND DISCHARGED, THE ADMINISTRATIVE AGENT AND EACH OF THE LENDERS, AND THE ADMINISTRATIVE AGENT’S AND EACH LENDER’S RESPECTIVE SUCCESSORS-IN-TITLE, LEGAL REPRESENTATIVES AND ASSIGNEES, PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AFFILIATES, SHAREHOLDERS, MEMBERS, MANAGERS, TRUSTEES, AGENTS, EMPLOYEES, BOARD OBSERVERS, CONSULTANTS, EXPERTS, ADVISORS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL OTHER PERSONS AND ENTITIES TO WHOM ANY OF THE FOREGOING WOULD BE LIABLE IF SUCH PERSONS OR ENTITIES WERE FOUND TO BE LIABLE TO ANY RELEASING PARTY, OR ANY OF THEM (COLLECTIVELY HEREINAFTER, THE “RELEASED PARTIES”), FROM ANY AND ALL MANNER OF ACTION AND ACTIONS, CAUSE AND CAUSES OF ACTION, CLAIMS, CHARGES, DEMANDS, COUNTERCLAIMS, OFFSET RIGHTS, RIGHTS OF RECOUPMENT, DEFENSES, SUITS, DEBTS, DUES, SUMS OF MONEY, ACCOUNTS, RECKONINGS, BONDS, BILLS, SPECIALTIES, COVENANTS, CONTRACTS, CONTROVERSIES, DAMAGES, JUDGMENTS, EXPENSES, EXECUTIONS, LIENS, CLAIMS OF LIENS, CLAIMS OF COSTS, PENALTIES, ATTORNEYS’ FEES, OR ANY OTHER COMPENSATION, RECOVERY OR RELIEF ON ACCOUNT OF ANY LIABILITY, OBLIGATION, DEMAND OR CAUSE OF ACTION OF WHATEVER NATURE, WHETHER IN LAW, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY SO CALLED “LENDER LIABILITY” CLAIMS, INTEREST OR OTHER CARRYING COSTS, PENALTIES, LEGAL, ACCOUNTING AND OTHER PROFESSIONAL FEES AND EXPENSES AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES PAYABLE TO THIRD PARTIES, OR ANY CLAIMS FOR AVOIDANCE OR

RECOVERY UNDER ANY OTHER FEDERAL, STATE OR FOREIGN LAW EQUIVALENT), WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, JOINT AND/OR SEVERAL, SECURED OR UNSECURED, DUE OR NOT DUE, PRIMARY OR SECONDARY, LIQUIDATED OR UNLIQUIDATED, CONTRACTUAL OR TORTIOUS, DIRECT, INDIRECT, OR DERIVATIVE, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, NOW EXISTING, HERETOFORE EXISTING OR WHICH MAY HERETOFORE ACCRUE AGAINST ANY OF THE RELEASED PARTIES SOLELY IN THEIR CAPACITIES AS SUCH UNDER THE FINANCING DOCUMENTS, WHETHER HELD IN A PERSONAL OR REPRESENTATIVE CAPACITY, AND WHICH ARE BASED ON ANY ACT, FACT, EVENT OR OMISSION OR OTHER MATTER, CAUSE OR THING OCCURRING AT OR FROM ANY TIME PRIOR TO AND INCLUDING THE DATE HEREOF IN ANY WAY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONNECTED WITH OR RELATING TO THE AMENDED CREDIT AGREEMENT OR ANY OTHER FINANCING DOCUMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, AND ALL OTHER AGREEMENTS, CERTIFICATES, INSTRUMENTS AND OTHER DOCUMENTS AND STATEMENTS (WHETHER WRITTEN OR ORAL) RELATED TO ANY OF THE FOREGOING (EACH, A “CLAIM,” AND COLLECTIVELY, THE “CLAIMS”), IN EACH CASE, EXCLUDING ANY CLAIM TO THE EXTENT SUCH CLAIM AROSE OUT OF, OR WAS CAUSED BY, THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, OR MATERIAL BREACH OF THE AMENDED CREDIT AGREEMENT OR ANY OTHER FINANCING DOCUMENT BY, SUCH RELEASED PARTIES. EACH RELEASING PARTY FURTHER STIPULATES AND AGREES WITH RESPECT TO ALL SUCH CLAIMS, THAT IT HEREBY WAIVES ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY LAW OF ANY STATE OF THE UNITED STATES.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized signatories as of the day and year first above written.

**BKRF OCB, LLC,**  
as the Borrower

By:\_\_\_  
Name: Richard Palmer  
Title: President

**BKRF OCP, LLC,**  
as Holdings

By:\_\_\_  
Name: Richard Palmer  
Title: President

**BAKERSFIELD RENEWABLE FUELS, LLC,**  
as Project Company

By:\_\_\_  
Name: Richard Palmer  
Title: President

[Signature Page to Amendment No. 14 to Credit Agreement]

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**ORION ENERGY PARTNERS TP AGENT, LLC,**  
as Administrative Agent

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

[Signature Page to Amendment No. 14 to Credit Agreement]

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**ORION ENERGY CREDIT OPPORTUNITIES FUND II, L.P.,**  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

**ORION ENERGY CREDIT OPPORTUNITIES FUND II PV, L.P. ,**  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

[Signature Page to Amendment No. 14 to Credit Agreement]

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**ORION ENERGY CREDIT OPPORTUNITIES FUND II GPFA, L.P. ,**  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

**ORION ENERGY CREDIT OPPORTUNITIES GCE CO-INVEST, L.P.,**  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

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**ORION ENERGY CREDIT OPPORTUNITIES FUND III, L.P.,**  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

**ORION ENERGY CREDIT OPPORTUNITIES FUND III PV, L.P.,**  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

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**ORION ENERGY CREDIT OPPORTUNITIES FUND III GPFA, L.P.**,  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

**ORION ENERGY CREDIT OPPORTUNITIES FUND III GPFA PV, L.P.**,  
as a Lender

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

By: \_\_  
Name: Gerrit Nicholas  
Title: Managing Partner

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**VOYA RENEWABLE ENERGY INFRASTRUCTURE ORIGINATOR L.P., as Lender**  
**VOYA RENEWABLE ENERGY INFRASTRUCTURE ORIGINATOR I LLC,**  
as a Lender

By: Voya Alternative Asset Management LLC, as Agent

By: \_\_  
Name: Edward Levin  
Title: Senior Vice President

[Signature Page to Amendment No. 14 to Credit Agreement]

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**LIF AIV 1, L.P.,**  
as a Lender

By: GCM Investments GP, LLC, its General Partner

By: \_\_  
Name:  
Title:

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